



Foothill Transit

Executive Board Meeting AGENDA

EXECUTIVE BOARD MEETING - TELECONFERENCE

9:15 AM, DECEMBER 17, 2021

Foothill Transit Administrative Office

2nd Floor Board Room

100 South Vincent Avenue

West Covina, CA 91790

FOOTHILL TRANSIT IS TAKING ALL PRECAUTIONS POSSIBLE TO PREVENT THE SPREAD OF COVID-19. FOR THE HEALTH AND SAFETY OF ALL EXECUTIVE BOARD MEMBERS, FOOTHILL TRANSIT STAFF, AND THE PUBLIC, PARTICIPATION IN THE MEETING WILL BE DONE REMOTELY VIA TELECONFERENCE USING THE FOLLOWING ZOOM MEETING LINK: <https://foothilltransit.zoom.us/j/89854716476>. ALTERNATIVELY, TO PARTICIPATE VIA PHONE, DIAL (669) 900-6833 AND ENTER MEETING ID: 898-5471-6476.

1. CALL TO ORDER
2. ROLL CALL: MEMBERS BOYER, CALAYCAY, MOSS, SHEVLIN, STERNQUIST
3. CONFIRMATION OF AGENDA BY CHAIR AND CHIEF EXECUTIVE OFFICER
4. APPROVAL OF MINUTES FOR THE REGULAR MEETING OF OCTOBER 29, 2021 AND SPECIAL MEETING OF NOVEMBER 19, 2021
5. INTRODUCTION OF FOOTHILL TRANSIT BUSINESS PARTNERS

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 two 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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6. GENERAL PUBLIC COMMENT

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. Presentations shall not exceed two minutes in length. The Board will take public comment under this agenda item for a maximum of 30 minutes. Public Comment will resume later in the meeting if there are members of the public who did not get an opportunity to speak because of the 30-minute limit.

Action may be taken on any item identified on the agenda.

IF PARTICIPATING VIA ZOOM, CLICK ON “RAISE HAND” TO INDICATE YOU WOULD LIKE TO SPEAK. IF PARTICIPATING VIA PHONE CALL, SUBMIT A REQUEST TO BOARD.SECRETARY@FOOTHILLTRANSIT.ORG BY CLOSE OF BUSINESS ON DECEMBER 16, 2021.

6.1. Chief Executive Officer Response to Public Comment

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 Chief Executive Officer’s office at (626) 931-7300 extension 7204, at least 48 hours prior to the meeting.

Si necesita servicios de traducción, comuníquese con la oficina del Director Ejecutivo llamando al (626) 931-7300, extensión 7204, al menos 48 horas antes de la reunión.

若需要翻譯服務，請在會議前至少48小時聯絡執行長辦公室 (626) 931-7300分機7204

Nếu quý vị yêu cầu dịch vụ dịch thuật, vui lòng liên hệ với văn phòng Giám Đốc Điều Hành theo số (626) 931-7300, số máy lẻ 7204, ít nhất 48 giờ trước cuộc họp

Kung kailangan mo ng serbisyong pagsasalin, mangyaring makipag-ugnayan sa tanggapan ng Punong Ehekutibong Opisyal sa numerong (626) 931-7300 ekstensyon 7204, hindi bababa ng 48 oras bago ang pagpupulong

번역 서비스가 필요한 경우, 회의가 시작되기 최소 48시간 전에 (626) 931-7300 내선 7204번으로 최고경영자실에 연락하십시오.

通訳／翻訳サービスが必要な際は、ミーティング48時間前までに、CEO/最高経営責任者事務所までに連絡してください。CEO事務所連絡先：(626) 931-7300内線7204

اگر به خدمات ترجمه نیاز دارید، لطفاً دست کم 48 ساعت قبل از شروع جلسه با دفتر مدیر عامل به شماره تلفن (626) 931-7300 داخلی (626) 931-7300 تماس بگیرید

ចាប់ ២៤ ម៉ោង មុនពេលដែល បញ្ចប់ការប្រជុំ យើង ត្រូវ ទាក់ទង មុន យើង យ៉ាង តិច ៤៨ ម៉ោង មុន ពេល បញ្ចប់ ការ ប្រជុំ យើង តាម លេខ ទូរស័ព្ទ ទៅ ប្រធាន ប្រតិបត្តិ ទី ៧២០៤ (626) 931-7300 លេខ ខ្លួន យើង ៧២០៤ ខាង ក្នុង លេខ ទូរស័ព្ទ យើង ៧២០៤ ខាង ក្នុង លេខ ទូរស័ព្ទ យើង ៧២០៤

ប្រសិនបើលោកអ្នកត្រូវការសេវាកម្មបកប្រែភាសា សូមទាក់ទងការិយាល័យនាយកក្នុងការប្រតិបត្តិតាមទូរស័ព្ទលេខ (626) 931-7300 លេខក្នុងបន្ត 7204, ដែលមានរយៈពេលយ៉ាងតិច 48 ម៉ោងមុនកិច្ចប្រជុំ

في حالة الحاجة لخدمات الترجمة، يرجى الاتصال بمكتب الرئيس التنفيذي على رقم الهاتف (626) 931-7300 (الرقم الداخلي 7204) وذلك قبل 48 ساعة على الأقل من الاجتماع

หากคุณต้องการบริการล่าม โปรดติดต่อสำนักงานประธานเจ้าหน้าที่บริหารที่ (626) 931-7300 ต่อ 7204 อย่างน้อย 48 ชั่วโมงก่อนการประชุม



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CONSENT CALENDAR: Items 7 through 12 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.

7. OCTOBER 2021 FINANCIAL STATEMENTS AND INVESTMENT SUMMARY

Recommended Action: Receive and file the Financial Statements and Investment Summary year-to-date report through October 31, 2021. The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of October 31, 2021, for the fiscal year ending June 30, 2022.

8. CONTRACT AWARD FOR DATA CENTER SERVER REPLACEMENT

Recommended Action: Receive and file a report on the award of Contract No. 22-026 to Questivity Inc. in the amount of \$99,958.89 for the purchase and installation of a Nutanix Data Center Server solution hardware and software for the Foothill Transit Data Center located at the administrative offices.

9. CONTRACT AWARD FOR HVAC SYSTEM REPLACEMENT AT Foothill TRANSIT'S ARCADIA IRWINDALE OPERATIONS AND MAINTENANCE FACILITY

Recommended Action: Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into Agreement No. 21-069 with Metro Builders & Engineers Group, Ltd. in the amount \$1,397,583 for replacement of the HVAC equipment at Foothill Transit's Arcadia Irwindale Operations and Maintenance Facility.

10. CONTRACT AWARD FOR CONSTRUCTION AND INSTALLATION OF ARCADIA IRWINDALE OPERATIONS & MAINTENANCE FACILITY ELECTRIC BUS METER

Recommended Action: Receive and file a report on the award of Contract No. 22-013 to Apollo Electric in the amount \$63,600 for construction and installation of a new electric meter to serve additional bus charging equipment at Foothill Transit's Arcadia Irwindale Operations & Maintenance Facility.

11. CONTRACT AMENDMENT FOR ARCHITECTURAL AND ENGINEERING DESIGN FOR THE MT. SAN ANTONIO COLLEGE TRANSIT CENTER

Recommended Action: Authorize the Chief Executive Officer to execute Amendment No. 4 to Contract No. 18-017 with Psomas in the amount of \$253,324 for construction administration services and additional design services for the construction of the Mt. San Antonio College Transit Center.



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12. RESOLUTION AUTHORIZING TELECONFERENCED PUBLIC MEETINGS

Recommended Action: Adopt Resolution 2021-09 authorizing teleconferenced public meetings for 30 days.

REGULAR AGENDA:

13. Foothill Transit Fare Structure Simplification

Recommended Action: Recommend that the Governing Board authorize the Chief Executive Officer to adopt proposed changes to fare structure.

14. Covina Transit Center - Potential Parking Space Lease

Recommended Action: Provide direction to staff on a potential parking space lease agreement for 30 to 60 spaces at the Covina Transit Center and Park & Ride facility.

15. Proposed Procurement Policies and Procedures Manual Revisions

Recommended Action: Adopt the proposed Procurement Policies and Procedures Manual revisions

16. Continued General Public Comment

This time is reserved for those members of the public who were unable to speak earlier in the agenda because of the 30-minute time restriction.

17. Chief Executive Officer Comment

18. Board Member Comment

19. Adjournment

**The next Regular Meeting of the Executive
Board is scheduled for
Friday, January 28, 2022 at 9:15 a.m.**



Foothill Transit

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

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

**Friday, October 29, 2021
9:15 a.m.**

1. CALL TO ORDER

The meeting was called to order by Vice Chair Calaycay at 9:32 a.m.

2. ROLL CALL

Roll call was taken by Christina Lopez, Board Secretary.

Present: Member Gary Boyer, Member Cory Moss, Member Becky Shevlin, Vice Chair Corey Calaycay, Chair Cynthia Sternquist (being temporarily absent)

3. CONFIRMATION OF AGENDA BY CHAIR AND CHIEF EXECUTIVE OFFICER

After discussion, by Common Consent, the Chair and Chief Executive Officer confirmed the agenda as presented.

REVIEW & APPROVAL OF THE MINUTES

Approval of the minutes for the Regular Meeting of October 1, 2021.

Motion by Member Shevlin, second by Member Moss, the minutes for the Regular Meeting of October 1, 2021 were approved. Motion carried 4-0 (Chair Cynthia Sternquist being temporarily absent).

4. INTRODUCTION OF FOOTHILL TRANSIT BUSINESS PARTNERS

Ibrahima Toure, Area Vice President Operations, introduced Susan Sweat, Chief Operating Officer of Transdev U.S. Ms. Sweat stated that prior to working with Transdev, that she spent 33 years with FedEx. She stated that she looks forward to continuing to build the Transdev and Foothill Transit relationship.



5. GENERAL PUBLIC COMMENT

No members of the public addressed the Foothill Transit Executive Board.

5.1. Chief Executive Officer Response to Public Comment

There was no response to Public Comment by the Chief Executive Officer.

Chair Sternquist joined the meeting.

CONSENT CALENDAR

6. AUGUST 2021 FINANCIAL STATEMENTS AND INVESTMENT SUMMARY

Recommendation: Receive and file the Financial Statements and Investment Summary year-to-date report through August 31, 2021. The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of August 31, 2021, for the fiscal year ending June 30, 2022.

Motion by Member Shevlin, second by Member Boyer, to receive and file.
Motion carried 5-0.

7. RESOLUTION ADOPTING EXECUTIVE BOARD AND GOVERNING BOARD MEETINGS SCHEDULE FOR 2022

Recommendation: Adopt Resolution No. 2021-06, the Executive and Governing Board Meeting Schedule for 2022.

Motion by Member Shevlin, second by Member Boyer, to adopt.
Motion carried 5-0.

8. RESOLUTION AUTHORIZING TELECONFERENCE PUBLIC MEETINGS

Recommendation: Adopt Resolution 2021-07 authorizing teleconferenced public meetings for 30 days.

Motion by Member Shevlin, second by Member Boyer, to adopt.
Motion carried 5-0.



9. **CALIFORNIA TRANSIT ASSOCIATION REQUEST FOR ANNUAL FALL CONFERENCE HOSTS**

Recommendation: Authorize Foothill Transit to submit an application in response to the California Transit Association’s request for 2023, 2024 and 2025 Annual Fall Conference hosts.

Motion by Member Shevlin, second by Member Boyer, to approve. Motion carried 5-0.

10. **AUTHORIZATION TO ISSUE INVITATION FOR BIDS FOR DATA CENTER SERVER REPLACEMENT**

Recommendation: Authorize the Chief Executive Officer to issue invitation for bids (IFB) No. 22-026 for the purchase of a Nutanix Data Center Server hardware and software solution for the Foothill Transit Data Center located at the administrative offices.

Motion by Member Shevlin, second by Member Boyer, to approve. Motion carried 5-0.

REGULAR AGENDA

11. **INSURANCE PROGRAM UPDATE**

Recommendation: Receive and file this update to the Foothill Transit insurance program.

John Curley, Chief of Safety and Security, introduced Bob Kuhn, Principal, Alandale Insurance who provided an overview of the various coverages that include general liability, property, earthquake, workers’ compensation, and automobile insurance for non-revenue fleet.

Mr. Kuhn reported that this year there was a substantial increase in premiums on General Liability and Excess Liability policies. The increase is primarily a result of the fact that the agency’s official name includes the word “transit,” which is a red flag for insurers. In addition, Foothill Transit is currently named in litigation.

There was no Public Comment on this item.

The Executive Board received and filed this presentation.



12. **AUTHORIZATION FOR CONTRACT AMENDMENT FOR 13 FUEL CELL BUSES**

Recommendation: Authorize the Chief Executive Officer to amend Contract No. 21-077 in the amount of Fourteen Million Nine Hundred Nine Thousand Two Hundred Eighty Dollars and Ninety-Three Cents (\$14,909,280.93), sales tax included, for the purchase of 13 fuel cell buses as replacements for Foothill Transit's oldest battery electric buses.

Roland Cordero, Director of Maintenance and Vehicle Technology, presented this item.

Mr. Cordero reported that at this morning's Governing Board Meeting the board approved an amendment to the Life of Project budget to allow for the purchase of 13 fuel cell buses as replacements for the oldest battery electric buses. Delivery of the 13 fuel cell buses would be scheduled for between August and October 2022.

Mark Fisher, Director of National Sales, New Flyer thanked the Executive Board for their partnership and stated that they are committed to the advancement of zero emission vehicles.

There was no Public Comment on this item.

Motion by Member Shevlin, second by Member Moss, to approve. Motion carried 5-0.

13. **AUTHORIZATION TO AWARD CONTRACT FOR POMONA OPERATIONS AND MAINTENANCE FACILITY UPGRADES FOR FUEL CELL ELECTRIC BUSES IMPLEMENTATION**

Recommendation: Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into Agreement No. 21-091 with Fuel Solutions, Inc. in the amount of \$186,455.65 for design, engineering, and construction support services of facility modifications and upgrades required for a hydrogen-safe facility at the Pomona Operations and Maintenance facility.

Sharlane Bailey, Director of Facilities, presented this item.

Ms. Bailey reported that with the implementation of hydrogen fuel buses, that on July 29, 2021, a Request for Qualifications was issued for design and engineering consulting services for facility upgrades to the Pomona

Operations and Maintenance Facility. The highest rated proposer was Fuel Solutions with an overall score of 92.42. A nine-month design schedule is anticipated with a tentative contract award for construction in August 2022.

There was no Public Comment on this item. Staff responded to a question from Member Boyer related to the acquisition of Fuel Solutions, Inc. by Stantec.

Motion by Member Shevlin, second by Member Boyer, to approve. Motion carried 4-0 (Chair Sternquist being temporarily absent).

14. **AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS FOR ARCADIA/IRWINDALE OPERATION AND MAINTENANCE FACILITY TRANSIT SERVICES**

Recommendation: 1. Authorize the Chief Executive Officer to exercise a one month extension through July 31, 2021 on Agreement No. 16-028 with Transdev; and 2. Authorize the Chief Executive Officer to issue a request for proposals (RFP) No. 22-001 for transit operations and maintenance services at Foothill Transit's Arcadia Irwindale facility.

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

Ms. Gillespie reported that Transdev Services Inc. has provided operations and maintenance services out of the Arcadia Irwindale facility since October 2014. The contract is for operation of 23 Foothill Transit bus lines, and operation and maintenance of 191 CNG buses and 19 extended range battery-electric buses.

With the board's authorization, Request for Proposals 22-001 will be issued on November 29, 2021. Proposals will be due on March 1, 2022 and an authorization for contract award by the Executive Board is scheduled for April 29, 2022. Commencement date for the services is August 1, 2022.

Motion by Member Boyer, second by Chair Sternquist, to approve. Motion carried 5-0.

15. **PROPOSED SERVICE CHANGES AND CANCELLATIONS**

Recommendation: 1. Recommend that the Governing Board authorize the Chief Executive Officer to seek public input and conduct a public hearing regarding the cancellation of Line 690. 2. Recommend that the Executive

Board authorize the Chief Executive Officer to seek public input and conduct a public hearing regarding the cancellation of the route variant for Line 292.

Lourdes Álvarez, Transit Planner, presented this item.

Ms. Álvarez reported that the cancellation of Line 690 is being proposed due to low ridership. Line 690's decline in ridership began with the implementation of the Gold Line Extension and the bus line has been paused since January 2021 due to the impacts of the COVID-19 pandemic. Foothill Transit has not received any comments related to the resumption of service.

Line 292 contains a two-trip variant that travels on Baseline Road, one trip in the morning and one trip in the afternoon. The variant was implemented as a mitigation for the cancellation of Line 855. Cancellation of the two-trip is being proposed due to its extremely low ridership.

Ms. Álvarez presented an overview of the draft public outreach schedule. A final recommendation to the Governing Board is tentatively scheduled for March 2022.

There was no Public Comment on this item.

Motion by Member Shevlin, second by Member Boyer, to approve. Motion carried 4-0 (Member Moss being temporarily absent).

16. **CONTINUED GENERAL PUBLIC COMMENT**

Public comment was not reopened as the Public Comment period was concluded earlier in the agenda (Item 6).

17. **CHIEF EXECUTIVE OFFICER COMMENT**

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

Mr. Barnes reported the following:

- A Special Meeting is tentatively scheduled for November 19, 2021. The meeting will be held to extend the 30-day requirement for virtual meetings, this would allow for the December meetings to be held virtually.

18. **BOARD MEMBER COMMENT**

Comments by Members of the Foothill Transit Executive Board.

- Chair Sternquist thanked Vice Chair Calaycay for leading today's Executive Board meeting

19. **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION** Existing Litigation, Government Code § 54956.9(a)

Name of Case: *Julian Bryant, et al. v. City of Pomona, Foothill Transit, et al.*, Los Angeles Superior Court Case No. 19STCV46308

Chair Sternquist excused herself from Closed Session.

The Executive Board recessed into Closed Session at 10:20 a.m.

The Executive Board reconvened at 10:32 a.m.

20. **CLOSED SESSION REPORT**

Vice Chair Calaycay reported that there were no reportable actions.

21. **ADJOURNMENT**

Adjournment for the October 29, 2021 Foothill Transit Executive Board Meeting.

There being no further business, the Foothill Transit Executive Board meeting adjourned at 10:33 a.m.



Foothill Transit

**STATEMENT OF PROCEEDINGS FOR THE
SPECIAL MEETING OF THE
FOOTHILL TRANSIT EXECUTIVE BOARD
TELECONFERENCE VIA ZOOM**

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

**Friday, November 19, 2021
7:30 a.m.**

1. CALL TO ORDER

The meeting was called to order by Chair Sternquist at 7:31 a.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Sternquist.

3. ROLL CALL

Roll call was taken by Christina Lopez, Board Secretary.

Present: Member Gary Boyer (being temporarily absent), Member Cory Moss, Member Becky Shevlin, Vice Chair Corey Calaycay, Chair Cynthia Sternquist

4. CONFIRMATION OF AGENDA BY CHAIR AND CHIEF EXECUTIVE OFFICER

After discussion, by Common Consent, the Chair and Chief Executive Officer confirmed the agenda as presented.

5. RESOLUTION AUTHORIZING TELECONFERENCE PUBLIC MEETINGS

Recommendation: Adopt Resolution 2021-08 authorizing teleconferenced public meetings for 30 days.

Darold Pieper, General Counsel, presented this item.

Mr. Pieper reported that the current state law affecting the ability of boards to meet via teleconference requires that the Executive Board adopt a resolution within 30 days to continue to meet via teleconference. The resolution being considered at today's meeting would allow the Executive Board and Governing Board to meet via teleconference on December 17, 2021.

Motion by Member Shevlin, second by Member Moss, to approve. Motion carried 4-0.

Member Boyer joined the meeting.

6. **CHIEF EXECUTIVE OFFICER COMMENT**

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

Mr. Barnes reported the following:

- Announced the Executive Board would not be meeting in early December for a Special Meeting.
- A Special Meeting of the Executive Board may be scheduled in early January 2022 to consider adopting a resolution to meet via teleconference for the Executive Board and Governing Board Meetings scheduled at the end of January 2022.

7. **BOARD MEMBER COMMENT**

There were no comments by members of the Foothill Transit Executive Board.

8. **ADJOURNMENT**

Adjournment for the November 19, 2021 Foothill Transit Special Executive Board Meeting.

There being no further business, the Foothill Transit Special Executive Board meeting adjourned at 7:35 a.m.

Prepared by:

Christina Lopez, Board Secretary

Approved on: 12/17/2021



December 17, 2021

To: Executive Board

Subject: **October 2021 Financial Statements and Investment Summary**

Recommendation

Receive and file the Financial Statements and Investment Summary year-to-date report through October 31, 2021.

The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of October 31, 2021, for the fiscal year ending June 30, 2022.

Balance Sheet Analysis (Attachment A):

Assets

The balance sheet, as of October 31, 2021, shows total assets at \$384.82 million. This total consists primarily of \$230.87 million in fixed assets, \$116.13 million in cash and investments and \$37.81 million in receivable and prepaid assets. Foothill Transit's cash position of \$116.13 million is \$9.48 million more than the previous month, and is \$4.17 million more than last year in October.

Liabilities

The accounts payable balance is \$14.99 million. Accounts Payables include operation and maintenance expenses for \$10.91 million and \$1.50 million for fuel. The deferred revenue of \$99.67 million represents funds that are reserved for planned capital expenditures, such as, upcoming bus procurements and transit center construction activities and sales tax based subsidies such as: Prop A and C set aside temporarily, but will be recognized as revenues in the 2nd half of FY2022

Investments (Attachment B)

Our current investments are held in financial instruments pursuant to Foothill Transit's investment policy. The cash and investments balance includes \$31.80 million in liquid accounts held with Bank of the West; \$10.25 million in interest bearing money market accounts with Bank of the West; \$68,000 with Chase; and \$74 million invested in the Local Agency Investment Fund (LAIF).



The current interest rates on all accounts are included on Attachment B. The LAIF investment, the CD investments, and the deposits with Chase earn interest and are held for future capital and operating funding requirements.

Operating and Capital Revenues and Expense Analysis (Attachment C)

October 2021 year-to-date fare revenues were \$2,343,950. Although less than pre-pandemic years, fare revenues are more than the planned budget. This is due to slowly increasing ridership and the fare sale during the first quarter of FY2022. Additionally, revenues reflect application of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) federal funds.

Operating costs through October 2021 were \$35.33 million, which is \$2.27 million less than the budget and \$1.40 million more than October 2020. Of this \$35.33 million, \$27.28 million reflects operating costs for the Arcadia and Pomona operations contractors. Other operating expenses include fuel, which was \$2.99 million through October 2021. Although overall expenses are currently under budget, fuel is currently trending higher than budget.

Capital expenditures through October were \$2.46 million compared with \$13.89 million last year at this time. The annual budget for capital expenditures includes the procurement and construction of twenty hydrogen fuel cell buses and a hydrogen fueling station, construction of the Mt. San Antonio College Transit Center, security enhancements at the Arcadia-Irwindale and Pomona operations and maintenance facilities, and CNG equipment replacement at the Pomona operations and maintenance facility.

Total Disbursements (Attachment D)

Total disbursements reflect invoices paid for the month of October 2021; they do not reflect the total expense incurred for the month. If an expense has been incurred but not yet invoiced or paid, Foothill Transit accrues the expense to properly track the expenses during the month in which they actually occurred. Total disbursements for October 2021 were \$9.19 million. Capital disbursements totaled \$0.81 million and other significant disbursements include \$2.79 million to Keolis and \$3.94 million to Transdev for bus operating services.

Sincerely,

Michelle Lopes Caldwell
Director of Finance and Treasurer

Doran J. Barnes
Chief Executive Officer

Attachments

**Foothill Transit
Balance Sheet
As of October 31, 2021**

Assets

Current Assets:

Cash	\$116,131,669
Investments	0
Due from government agencies	20,731,212
Other receivables	14,906,166
Other assets	1,610,938
Total Current Assets	<u>\$153,379,985</u>

Non current Assets:

Notes receivable	563,304
Property & Equipment (net of depreciation)	230,873,853
Total Non Current Assets	<u>231,437,157</u>

Total Assets	<u><u>\$384,817,142</u></u>
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Liabilities and Equity

Current Liabilities:

Accounts payable and accrued liabilities	\$14,985,341
Deferred Revenue	99,672,726
Total Liabilities	<u><u>\$114,658,067</u></u>

Equity

Fund Balance:

Investment in Capital Assets	\$230,873,853
Current Year Change	(13,118,865)
Reserve	52,404,088
Total Equity	<u>\$270,159,075</u>

Total Liabilities and Equity	<u><u>\$384,817,142</u></u>
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**Summary of Cash and
Investment Account
For October 31, 2021**

	Interest Rate	Term	Principal/ Book & Market Value
Cash:			
Bank of the West-Reg. Checking	N/A	Demand Deposit	\$15,703,448
Petty Cash	N/A	N/A	\$400
Revolving Fund - Transit Stores	N/A	N/A	\$1,200
Bank of the West-Excise Tax/LCFS #1106	N/A	Demand Deposit	\$16,099,481
BOW-Prop 1B-Cal Grants #1105	0.31%	Demand Deposit	\$5,480
Bank of the West-Money Market #1110	0.30%	Demand Deposit	\$4,992,735
Bank of the West-Money Market #1111	0.30%	Demand Deposit	\$4,952,811
Bank of the West-LCTOP #1108	0.02%	Demand Deposit	\$298,435
Chase Business Saving #1109	0.05%	Demand Deposit	\$68,063
LAIF Investment #1141	0.33%	Demand Deposit	\$74,009,616
Subtotal Cash on Hand			\$116,131,669
Investments:			
			0
Subtotal Investments			0
Total Cash and Investments			116,131,669

Foothill Transit
Statement of Revenue and Expense
For Month Ended October 31, 2021

	Actual YTD October 2021	Budget YTD October 2021	Variance	Actual YTD October 2020
Fare Revenue				
Farebox	\$1,316,363	\$354,052	271.80%	\$38,820
Pass Sales	\$387,069	189,899	103.83%	66,565
TAP Cash Purse	\$511,478	196,956	159.69%	4,278
MetroLink & Access Service	\$96,408	27,484	250.78%	2,192
EZ Transit Pass	\$32,633	32,686	(0.16%)	1,690
Total Operating Revenue	\$2,343,950	\$801,075	192.60%	\$113,545
Operating Subsidies and Other				
Transportation Development Act	\$6,852,268	\$10,977,283	(37.58%)	\$5,501,755
State Transit Assistance (STA)	0	0	0.00%	0
Senate Bill 1 - STA	0	0	0.00%	0
Senate Bill 1 - STA BSCP	0	0	0.00%	0
CalTrans-LCTOP	0	0	0.00%	0
AQMD/MSRC – Clean Air Grant	0	0	0.00%	0
Prop A 40% Discretionary	0	0	0.00%	0
Prop A 40% BSCP	0	0	0.00%	0
Prop A Exchange	0	0	0.00%	750,000
Prop C BSIP	0	0	0.00%	0
Prop C Base Restructuring	0	0	0.00%	0
Prop C Transit Service Expansion	0	0	0.00%	0
Transit Security	0	0	0.00%	0
Measure R	0	0	0.00%	0
Measure M	0	0	0.00%	0
Federal CRRSAA 5307	25,813,474	25,813,474	0.00%	27,200,635
Miscellaneous Transit Revenues	316,048	0	0.00%	355,583
Total Subsidies and Other	\$32,981,790	\$36,790,757	(10.35%)	\$33,807,973
Total Operating Revenue	\$35,325,740	\$37,591,832	(6.03%)	\$33,921,518
Other Revenues				
Gain on Sale of Fixed Assets	\$42,079	\$0	0.00%	\$40,455
Auxiliary Revenue	268,247	196,125	0.00%	2,827
Total Other Revenues	310,326	196,125	58.23%	\$43,282
Total Operating and Other Revenues	\$35,636,066	\$37,787,957	(5.69%)	\$33,964,800
Operating Expenses				
Customer Service & Operations	\$31,350,924	\$32,097,413	(2.33%)	\$30,488,791
Maintenance & Vehicle Technology	265,404	296,836	(10.59%)	238,259
Marketing & Communications	468,569	731,220	(35.92%)	374,837
Information Technology	629,917	885,448	(28.86%)	451,301
Administration	688,591	781,928	(11.94%)	548,242
Procurement	161,966	270,936	(40.22%)	191,981
Government Relations	117,414	327,702	(64.17%)	185,619
Finance	604,801	619,617	(2.39%)	500,545
Planning	502,458	718,342	(30.05%)	264,139
Facilities	535,697	862,390	(37.88%)	677,806
Total Operating Expenses	\$35,325,740	\$37,591,832	(6.03%)	\$33,921,518
Other Expenses				
Property Management	\$154,832	\$154,832.00	(0.00%)	\$42,452
Special Services	83,918	80,000	0.00%	830
Total Other Expenses	\$238,750	\$234,832.00	1.67%	\$43,282
Total Operating and Other Expenses	\$35,564,489	\$37,826,664	(5.98%)	\$33,964,800
Capital Revenues				
Capital Grants	\$2,461,839	\$18,894,664	(86.97%)	\$13,890,503
Capital Expenditures				
Capital Expenditures	\$2,461,839	\$18,894,664	(86.97%)	\$13,890,503

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Foothill Transit

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Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/01/21	234	I/O Controls Corporation	Destination Sign (1)	6,043.99	6,043.99	0.00	Paid
10/01/21	234	I/O Controls Corporation	Destination signs (2)	12,088.80	12,088.80	0.00	Paid
10/01/21	235	Birdi Systems, Inc.	8/21 Security System Maintenance 080721-090621	6,090.00	6,090.00	0.00	Paid
10/01/21	236	Industry Public Utility Commission	08/21 Industry P&R Electricity	1,143.82	1,143.82	0.00	Paid
10/01/21	237	Azusa Light & Water	09/21 Covina P&R Domestic SVC Parking Water	94.31	94.31	0.00	Paid
10/01/21	237	Azusa Light & Water	09/21 Covina P&R Domestic SVC Retail Water	88.46	88.46	0.00	Paid
10/01/21	237	Azusa Light & Water	09/21 Covina P&R Fire SVC Retail Water	58.60	58.60	0.00	Paid
10/01/21	238	Frontier	Arcadia/Irwindale yard computer phone line	217.26	217.26	0.00	Paid
10/01/21	238	Frontier	Industry Park and Ride Phone Line 9/16/21-10/15/21	394.60	394.60	0.00	Paid
10/01/21	239	Newage PHM, LLC	10/21 TS2 (Puente Hills) Rent	7,498.32	7,498.32	0.00	Paid
10/01/21	240	AT and T - 5019	Phone Service	531.32	531.32	0.00	Paid
10/01/21	241	AT and T - 5025	El Monte Phone line general 8/28/21-9/27/21	2,544.46	2,544.46	0.00	Paid
10/01/21	242	AT and T - 5075	El Monte Back Line	40.83	40.83	0.00	Paid
10/01/21	243	HD Supply Facilities Maintenance	Fire Extinguishers	1,287.19	1,287.19	0.00	Paid
10/01/21	243	HD Supply Facilities Maintenance	Industry P&R Fire Extinguisher Cabinets	568.44	568.44	0.00	Paid
10/01/21	244	Charter Communications Inc.	Cable TV	181.03	181.03	0.00	Paid
10/01/21	245	Ashlien Savage	Replenish of petty cash	324.47	324.47	0.00	Paid
10/06/21	246	County of L.A. - Sheriff's Dept.	07/02-07/29/21 Transit service	19,938.96	19,938.96	0.00	Paid
10/06/21	247	Tri - Signal Integration, Inc.	9/21 Admin Bldg Monthly Fire Pump Test	230.00	230.00	0.00	Paid
10/06/21	248	Cosco Fire Protection, Inc.	CTC - Fire Alarm Antennae Repair	1,147.50	1,147.50	0.00	Paid
10/06/21	249	Pacific Products and Services, LLC.	Orange Reflective Cones	155.73	155.73	0.00	Paid
10/06/21	250	Complete Coach Works	Driver Barrier Bus 2012	2,576.55	2,576.55	0.00	Paid
10/06/21	251	The Aftermarket Parts Company, LLC	84 Glass Kits	89,800.22	89,800.22	0.00	Paid
10/06/21	252	FEDEX Corp.	Express Mail	16.50	16.50	0.00	Paid
10/06/21	253	Day - Lite Maintenance Co. Inc.	09/21 Monthly Lighting Maint. & Light Replacements	78.22	78.22	0.00	Paid
10/06/21	254	RockWest Technology Group, Inc	PhotoID Project - RockWest	1,185.00	1,185.00	0.00	Paid
10/06/21	255	Frontier	Admin Building Analog Phone Lines	701.44	701.44	0.00	Paid
10/06/21	255	Frontier	Internet 9/18/21-10/17/21	1,709.00	1,709.00	0.00	Paid
10/06/21	256	Verizon Business - 15043	Cellular VPN	2,397.11	2,397.11	0.00	Paid

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Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/06/21	256	Verizon Business - 15043	MPLS POM, ARC, WC, Park & Ride, El Monte, Puente H	8,824.60	8,824.60	0.00	Paid
10/06/21	257	AT and T - 5025	El Monte phone line (626)452-1579 & (626)452-1587	462.36	462.36	0.00	Paid
10/06/21	257	AT and T - 5025	El Monte phone line router management	755.10	755.10	0.00	Paid
10/06/21	258	Crown Castle USA Inc.	Tower Rental 10/21	831.51	831.51	0.00	Paid
10/06/21	259	T-Mobile USA Inc.	Vericity cellular sim 8/21/21-9/20/21	571.85	571.85	0.00	Paid
10/06/21	260	Platinum Security Inc.	07/2021 El Monte security services	7,230.08	7,230.08	0.00	Paid
10/06/21	261	Verizon Wireless	Cell Phone and avail cellular 8/23/21-9/22/21	5,469.84	5,469.84	0.00	Paid
10/06/21	261	Verizon Wireless	Cell Phone and avail cellular 8/23/21-9/22/21	20,728.81	20,728.81	0.00	Paid
10/06/21	ACH	Keolis Transit America, Inc.	08/28/21 UCLA vs. Hawaii	8,647.92	0.00	0.00	Paid
10/06/21	ACH	Keolis Transit America, Inc.	09/04/21 Rose Bowl UCLA vs LSU	10,276.39	0.00	0.00	Paid
10/06/21	ACH	Nelson\Nygaard Consulting Associates, Inc.	Foothill Transit COA- August Progress Report	91,607.34	0.00	0.00	Paid
10/06/21	ACH	Transdev Services, Inc.	09/01/21 BRF-Cal Poly Pomona Dry Run	205.14	0.00	0.00	Paid
10/06/21	ACH	Transdev Services, Inc.	09/04/21 Rose Bowl UCLA vs LSU	11,786.84	0.00	0.00	Paid
10/06/21	ACH	Transdev Services, Inc.	9/21 Management service	172,299.45	0.00	0.00	Paid
10/06/21	W000008	International City Management Assoc. Retirement Co	Retirement Wire Transfer PD 10.02.21	50,235.43	50,235.43	0.00	Paid
10/08/21	262	Concur Technologies, Inc.	09/2021 SAP Concur Monthly Fee	2,514.72	2,514.72	0.00	Paid
10/08/21	263	State Compensation Insurance Fund	FY 20-21 State Fund WC Ins. Final Audit Statement	6,361.44	6,361.44	0.00	Paid
10/08/21	264	Rotary Club of Walnut Valley	Rotary Club of Walnut Valley(V1373) Dues	735.70	735.70	0.00	Paid
10/08/21	265	Farid Mosri Duran	10/2021 Educational Assistance and Reimbursement	865.67	865.67	0.00	Paid
10/09/21	266	Adt Security Services, Inc.	ADT 10/09/21-1/8/22 Arcadia yard security services	190.17	190.17	0.00	Paid
10/12/21	267	Zonar Systems Inc.	3G to 4G Upgrade/ August Service Fees 2021 -Zonar	19,274.71	19,274.71	0.00	Paid
10/12/21	267	Zonar Systems Inc.	3G to 4g Upgrade/ October service fees 2021 -ZONAR	20,985.89	20,985.89	0.00	Paid
10/12/21	268	The Gas Co.	09/21 Admin Bldg Gas -The Gas Co	456.92	456.92	0.00	Paid
10/12/21	269	Advanced Access Systems Inc.	Arcadia Warehouse Gate Repair	95.00	95.00	0.00	Paid
10/12/21	270	Wright Express	WEX September 2021 - Wright Express	241.63	241.63	0.00	Paid
10/13/21	271	Finley and Cook, PLLC	Navi/Concur Integration Software Development-F&C	2,775.00	2,775.00	0.00	Paid
10/13/21	272	Green Thumb Indoor Plant	10/2021 Indoor Plant Care -Green Thumb	213.00	213.00	0.00	Paid
10/13/21	273	Southern California Edison Co.	08/23-09/21/21 Pomona Facility	913.84	913.84	0.00	Paid

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Foothill Transit

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Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
			charger usages -SCE				
10/13/21	273	Southern California Edison Co.	8/23-9/21/21Pomona transit center Electricity -SCE	4,916.78	4,916.78	0.00	Paid
10/13/21	274	Adt Security Services, Inc.	10/14-01/13/22 Pomona yard security services -ADT	173.97	173.97	0.00	Paid
10/13/21	275	Digium Inc.	Arcadia Phone -Digium	1,290.98	1,290.98	0.00	Paid
10/13/21	275	Digium Inc.	Pomona Phone -Digium	1,064.28	1,064.28	0.00	Paid
10/13/21	276	ACC Business	Arcadia/Irwindale yard phone internet-ACC Business	1,080.01	1,080.01	0.00	Paid
10/13/21	277	Socal Office Technologies	08/21 Xerox Copier -SoCal Technologies	15.60	15.60	0.00	Paid
10/13/21	278	Frontier	Local Phone Calls 10/4/21-11/3/21 - Frontier	2,854.89	2,854.89	0.00	Paid
10/13/21	ACH	Clean Energy	07/2021 Arcadia O&M- electricity reimbursement-CE	60,719.89	0.00	0.00	Paid
10/13/21	ACH	Clean Energy	08/2021 Arcadia CNG Takeover Not Alt Fuel -CE	364,867.62	0.00	0.00	Paid
10/13/21	ACH	Clean Energy	08/2021 Arcadia O & M -Clean Energy	85,758.14	0.00	0.00	Paid
10/13/21	ACH	Clean Energy	08/2021 Pomona CNG Takeover Not Alt Fuel -CE	230,244.24	0.00	0.00	Paid
10/13/21	ACH	Clean Energy	08/2021 Pomona O & M	53,793.64	0.00	0.00	Paid
10/13/21	ACH	Keolis Transit America, Inc.	Pomona COVID-19 PTO- July 2021 -Keolis	8,825.27	0.00	0.00	Paid
10/13/21	ACH	Transdev Services, Inc.	09/01-15 Arcadia Contractor services -Transdev	1,383,350.44	0.00	0.00	Paid
10/15/21	279	Ultimate Maintenance Services, Inc	10/21 CTC Janitorial Services - Ultimate	545.00	545.00	0.00	Paid
10/15/21	280	Mitsubishi Electric US, Inc.	10/21 CTC Elevator Maintenance	230.00	230.00	0.00	Paid
10/15/21	281	SmartRise Elevator Service Inc	10/21 AITC Elevator Maintenance - SmartRise	210.00	210.00	0.00	Paid
10/15/21	282	Gotcha Media Holdings, LLC	Advertising -Gotcha	6,960.00	6,960.00	0.00	Paid
10/15/21	283	Athens Services - 60009	10/21 Admin Bldg Parking Lot Sweeping -Athens	387.88	387.88	0.00	Paid
10/15/21	284	California Choice	11/21 Medical Insurance Premium - CalChoice	61,194.12	61,194.12	0.00	Paid
10/15/21	285	TK Elevator Corporation	10-12/21 Industry P&R Elevator Maintenance-TK Elev	512.01	512.01	0.00	Paid
10/15/21	286	Schindler Elevator Corporation	9/10/21 Elevator Service Call - Schindler	589.26	589.26	0.00	Paid
10/15/21	286	Schindler Elevator Corporation	9/2/21 Elevator Service Call - Schindler	317.09	317.09	0.00	Paid
10/15/21	287	Home Depot Credit Services	9/21 Facilities Supplies -Home Depot	384.76	384.76	0.00	Paid
10/15/21	288	FEDEX Corp.	Express Mail - Fedex	28.20	28.20	0.00	Paid
10/15/21	288	FEDEX Corp.	Express Mail - Fedex	103.63	103.63	0.00	Paid

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Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/15/21	288	FEDEX Corp.	Express Mail -Fedex	22.20	22.20	0.00	Paid
10/15/21	289	Staples Business Adv.-Dept. LA	Office Supplies -Staples	254.96	254.96	0.00	Paid
10/15/21	290	Rodger's Food Service	Special Executive Board Meeting Breakfast -Rodger'	405.17	405.17	0.00	Paid
10/15/21	291	Athens Services- 54957	10/21 Admin Bldg Trash -Athens	1,174.54	1,174.54	0.00	Paid
10/15/21	291	Athens Services- 54957	10/21 CTC Trash -Athens	215.92	215.92	0.00	Paid
10/15/21	291	Athens Services- 54957	10/21 DTLA Parking Lot Sweeping -Athens	525.00	525.00	0.00	Paid
10/15/21	292	San Gabriel Valley Newspaper	Advertising -SG Valley News	4,984.68	4,984.68	0.00	Paid
10/15/21	293	Seifert Graphics Inc.	20 Audio/visual decals	40.40	40.40	0.00	Paid
10/15/21	294	HD Supply Facilities Maintenance	Replacement Light Bulbs for AITC -HD Supply	583.78	583.78	0.00	Paid
10/15/21	295	Citrus College Foundation	Advertising - Citrus College Foundation	756.00	756.00	0.00	Paid
10/15/21	296	Skyline Pest Control	10/21 Monthly Pest and Rodent Control -Skyline	95.00	95.00	0.00	Paid
10/15/21	297	Downtown Pomona Owners Association	Community Sponsorship -Downtown Pomona Owners Asso	30.00	30.00	0.00	Paid
10/15/21	298	California Assoc. of Public Information Officials	Membership -CA Assoc.of Public Info Officials	275.00	275.00	0.00	Paid
10/15/21	299	Suburban Water Systems	9/21 Admin Bldg Fire Pump Water -Suburban	150.08	150.08	0.00	Paid
10/15/21	299	Suburban Water Systems	9/21 Admin Bldg Water -Suburban	516.48	516.48	0.00	Paid
10/15/21	299	Suburban Water Systems	9/21 Admin Bldg landscape water -Suburban	607.57	607.57	0.00	Paid
10/15/21	300	Office Depot	Office Supplies -Office Depot	-166.97	-166.97	0.00	Paid
10/15/21	300	Office Depot	Office Supplies -Office Depot	226.63	226.63	0.00	Paid
10/15/21	300	Office Depot	Office Supplies -Office Depot	359.50	359.50	0.00	Paid
10/15/21	301	Weatherite Corporation	HVAC Service Call -Weatherite	646.00	646.00	0.00	Paid
10/15/21	302	Graingers	Security Sign Supplies -Graingers	471.39	471.39	0.00	Paid
10/15/21	303	ViriCiti LLC	10/21 Basic Data Hub El;ectric -ViriCiti	2,145.00	2,145.00	0.00	Paid
10/15/21	303	ViriCiti LLC	10/21 Smart Charging equipment -ViriCiti	910.00	910.00	0.00	Paid
10/15/21	304	Iteris, Inc.	FT Bus Signal Priority Project-as of8/31/21-Iteris	141,736.48	141,736.48	0.00	Paid
10/15/21	305	Waste Management Collection & Recycling, Inc.	10/21 Arcadia Warehouse Trash -Waste Mgt	441.47	441.47	0.00	Paid
10/15/21	306	Green Thumb Indoor Plant	10/21 Indoor Plant Care -Green Thumb	449.75	449.75	0.00	Paid
10/15/21	307	Cubic Transportation Systems, Inc	Cubic Transportation Systems, Inc(V1707)-90095863	11,323.50	11,323.50	0.00	Paid
10/15/21	308	Rivet Campus Media	Advertising -Rivet	6,960.00	6,960.00	0.00	Paid
10/15/21	ACH	Darold D. Pieper Attorney at Law	9/21 Legal Fees - Darold D. Pieper	8,005.00	0.00	0.00	Paid

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Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/15/21	W000010	Bankcard Center-Bank of the West	Monthly credit card expenses - Bankcard	12,569.81	12,569.81	0.00	Paid
10/19/21	309	Remix Technologies LLC	Yr 2 of 3 Enterprise License8/1/21-7/31/22 -Remix	29,350.00	29,350.00	0.00	Paid
10/19/21	310	Cosco Fire Protection, Inc.	10/21 Cosco CTC Fire Alarm Monitoring - Parking	65.00	65.00	0.00	Paid
10/19/21	310	Cosco Fire Protection, Inc.	10/21Cosco CTC Fire Alarm Monitoring - Retail	65.00	65.00	0.00	Paid
10/19/21	311	Weatherite Corporation	9/21 Admin Bldg HVAC Maintenance -Weatherite	1,735.25	1,735.25	0.00	Paid
10/19/21	312	Universal Waste Systems	09/21 DTLA Sanitation Services - Universal Waster	2,697.76	2,697.76	0.00	Paid
10/19/21	313	Ultimate Maintenance Services, Inc	10/21 Admin Bldg Janitorial Services -Ultimate	3,000.00	3,000.00	0.00	Paid
10/19/21	314	Life Insurance Company of North America	CIGNA 09/2021 Life Insurance Premium	5,417.14	5,417.14	0.00	Paid
10/19/21	315	Amazon Web Services, Inc	Web Hosting 09/21 -Amazon Web	729.21	729.21	0.00	Paid
10/19/21	316	Southern California Edison Co.	9/21 Admin Bldg Electricity - S.C.Edison	23,715.83	23,715.83	0.00	Paid
10/19/21	316	Southern California Edison Co.	9/21 Admin Bldg Electricity - SCEdison	28,001.48	28,001.48	0.00	Paid
10/19/21	317	Azteca Landscape	9/21 CTC Landscape Maintenance - Azteca	700.00	700.00	0.00	Paid
10/19/21	317	Azteca Landscape	9/21 Landscape Maintenance - Azteca	2,809.52	2,809.52	0.00	Paid
10/19/21	318	Frontier	Covina P&R parking structure phone lines -Frontier	385.55	385.55	0.00	Paid
10/19/21	318	Frontier	Fax Line 10/21 -Frontier	58.67	58.67	0.00	Paid
10/19/21	319	Verizon Business - 15043	800 Line -Verizon Business	1,213.63	1,213.63	0.00	Paid
10/19/21	319	Verizon Business - 15043	Cellular VPN -Verizon Business	2,411.71	2,411.71	0.00	Paid
10/19/21	319	Verizon Business - 15043	Transit Store MPLS -Verizon Business	4,817.32	4,817.32	0.00	Paid
10/19/21	320	AT and T - 5025	EI Monte Phone line general 10/5-11/4 -AT&T 5025	2,542.37	2,542.37	0.00	Paid
10/19/21	321	Automated Power Technologies, Inc.	APC Rack for Server Room - Automated Power	12,591.41	12,591.41	0.00	Paid
10/19/21	322	Zonar Systems Inc.	Service EVIR GSM FOO0655 GTC -Zonar	3,468.00	3,468.00	0.00	Paid
10/19/21	ACH	Keolis Transit America, Inc.	08/2021 Pomona PMI's -Keolis	11,500.00	0.00	0.00	Paid
10/19/21	ACH	Keolis Transit America, Inc.	09/01-15 Pomona Contractor services -Keolis	851,017.58	0.00	0.00	Paid
10/19/21	ACH	Keolis Transit America, Inc.	09/18/21 UCLA vs. Fresno State - Keolis	8,609.44	0.00	0.00	Paid
10/19/21	ACH	Keolis Transit America, Inc.	1907 reimbursement Engine repower -Keolis	96,685.49	0.00	0.00	Paid
10/19/21	ACH	Keolis Transit America, Inc.	1910 Reimbursement Engine Repower -Keolis	98,172.39	0.00	0.00	Paid

Bank Account - Payment Details

Period: 10/01/21..10/31/21

Foothill Transit

FOOTHILL TRANSIT/p00148764c9I_lhernandez@foothilltransit.org_21763

Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/19/21	ACH	Keolis Transit America, Inc.	Reimbursement for 2206 Engine repower -Keolis	98,476.35	0.00	0.00	Paid
10/20/21	323	ITSavvy LLC	HP Printer Maintenance Kits - ITSavvy	484.23	484.23	0.00	Paid
10/20/21	324	The Aftermarket Parts Company, LLC	Driver barrier install -The Aftermarket Parts	10,868.85	10,868.85	0.00	Paid
10/20/21	325	Frontier	Arcadia/Irwindale yard computer phone line-Frontie	214.87	214.87	0.00	Paid
10/22/21	326	Zonar Systems Inc.	Service EVIR GSM FOO0546 GTC -Zonar	2,686.00	2,686.00	0.00	Paid
10/22/21	327	HD Supply Facilities Maintenance	Philips 32W Lightbulb -HD Supply	194.59	194.59	0.00	Paid
10/22/21	328	Thomas J. Koontz	Advertising - Thomas J. Koontz	1,234.36	1,234.36	0.00	Paid
10/22/21	329	Peter Barron Stark and Associates	Consulting Services- CEO& Deputy CEO -Peter Barron	7,057.18	7,057.18	0.00	Paid
10/22/21	330	MSP Capital Partners LLC	Board Room cabling for Logitech Cameras -MSP Capit	567.00	567.00	0.00	Paid
10/22/21	331	Dean Gazzo Roistacher LLP	5/21 Legal Fees	41.00	41.00	0.00	Paid
10/22/21	332	APTA	2021 APTA Bus Safety Management Audit Program	15,000.00	15,000.00	0.00	Paid
10/22/21	333	University of La Verne	Advertising -U of La Verne	1,080.00	1,080.00	0.00	Paid
10/22/21	334	Dept. of Industrial Relations (Accounting)	AITC Elevator Permit Fees -Dept of I.R.	1,350.00	1,350.00	0.00	Paid
10/22/21	335	Cosco Fire Protection, Inc.	05/21 CTC Parking Monitoring - Cosco	65.00	65.00	0.00	Paid
10/22/21	335	Cosco Fire Protection, Inc.	CTC Parking Annual Fire Extinguisher Inspection-Co	220.50	220.50	0.00	Paid
10/22/21	336	Zoom Video Communications Inc.	Zoom Additional Licenses	188.95	188.95	0.00	Paid
10/22/21	337	Standard Parking Corporation	09/21 Parking Lot Security -SP Corp	4,584.55	4,584.55	0.00	Paid
10/22/21	338	Azusa Light & Water	09/01-09/30/21 Electricity and water -Azusa Light	2,931.90	2,931.90	0.00	Paid
10/22/21	339	Rotary Club of West Covina	Community Sponsorship -Rotary Club of WC	1,000.00	1,000.00	0.00	Paid
10/22/21	340	The Poly Post	Advertising -The Poly Post	242.25	242.25	0.00	Paid
10/22/21	340	The Poly Post	Advertising -The Poly Post	485.00	485.00	0.00	Paid
10/22/21	340	The Poly Post	Advertising -The Poly Post	5,635.00	5,635.00	0.00	Paid
10/22/21	341	Assistance League of Covina Valley	Community Sponsorship - Assistance League of CV	5,000.00	5,000.00	0.00	Paid
10/22/21	342	Sing Tao Daily	Advertising -Sing Tao	960.00	960.00	0.00	Paid
10/22/21	343	Paulina Ruiz	09/20-09/23/21 ABBG Annual meeting-P Ruiz	163.23	163.23	0.00	Paid
10/22/21	344	Southern California Edison Co.	09/09-10/10/21 Arcadia yard Electricity -SCEdison	11,125.40	11,125.40	0.00	Paid
10/22/21	345	Southern California Public	Advertising	900.00	900.00	0.00	Paid

Bank Account - Payment Details

Period: 10/01/21..10/31/21

Foothill Transit

FOOTHILL TRANSIT/p00148764c9I_lhernandez@foothilltransit.org_21763

Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
		Radio					
10/22/21	346	Frontier	Covina P&R parking structure phone lines -Frontier	356.22	356.22	0.00	Paid
10/22/21	ACH	Access Pacific, Inc.	Mt Sac Construction - Period to 9/30/21-Access Pac	57,219.15	0.00	0.00	Paid
10/22/21	ACH	MetroKinetics, Inc.	Timetabling & Blocking asof 9/30/21 -MetroKinetics	1,031.25	0.00	0.00	Paid
10/22/21	ACH	Translating Services, Inc.	09/2021 Translating services	127.60	0.00	0.00	Paid
10/22/21	W000009	International City Management Assoc. Retirement Co	ICMA Retirement Wire Transfer PD 10.16.21	135,786.74	135,786.74	0.00	Paid
10/22/21		Dean Gazzo Roistacher LLP	6/21 Legal Fees -Dean Gazzo Roistacher	512.50	0.00	512.50	Voided
10/23/21	335	Cosco Fire Protection, Inc.	05/21 CTC Retail Monitoring -Cosco	65.00	65.00	0.00	Paid
10/23/21	335	Cosco Fire Protection, Inc.	9/21 CTC Retail Annual Fire Alarm / Sprinkler Insp	1,170.00	1,170.00	0.00	Paid
10/23/21	335	Cosco Fire Protection, Inc.	9/21CTC Annual Fire Alarm/Standpipe Inspect -Cosco	1,405.00	1,405.00	0.00	Paid
10/23/21	347	Universal Waste Systems	10/21 Temple Portal Restroom - Universal Waste	661.98	661.98	0.00	Paid
10/23/21	348	Stantec Architecture	Review Quit Claim Docs for Arcadia Facility8/27/21	1,378.00	1,378.00	0.00	Paid
10/23/21	349	Del Rey Chemical	Bus Stop Supplies - Graffiti Remover -Del Rey	566.96	566.96	0.00	Paid
10/23/21	350	Newage PHM, LLC	10/21 TS2 (Puente Hills) Electricity [9/14-10/13]	147.04	147.04	0.00	Paid
10/23/21	351	Day - Lite Maintenance Co. Inc.	AITC Repairs -Day Lite	605.13	605.13	0.00	Paid
10/23/21	351	Day - Lite Maintenance Co. Inc.	Service Call to Open Panel -Day Lite	122.99	122.99	0.00	Paid
10/23/21	352	State of California Department of Transportation	11/21 Airspace Lease - 17th & Grand -CA DOT	15,800.00	15,800.00	0.00	Paid
10/23/21	353	Walnut Valley Water District	09/21 Industry P&R Landscape Water -Walnut Valley	269.52	269.52	0.00	Paid
10/23/21	353	Walnut Valley Water District	09/21Industry P&R Fire Sprinkler Water-Walnut Vall	95.35	95.35	0.00	Paid
10/23/21	354	SmartRise Elevator Service Inc	09/21 AITC Elevator Maintenance - SmartRise	210.00	210.00	0.00	Paid
10/25/21	355	Birdi Systems, Inc.	9/21 Security System Maintenance - birdi	6,090.00	6,090.00	0.00	Paid
10/25/21	356	ATKINSON ANDELSON LOYA RUUD AND ROMO	9/21 Legal Fees -AALRR	5,257.00	5,257.00	0.00	Paid
10/25/21	357	Adt Security Services, Inc.	10/29-01/28/22 Pomona station security service-ADT	183.03	183.03	0.00	Paid
10/25/21	357	Adt Security Services, Inc.	11/01-01/31/22 El Monte security services -ADT	326.81	326.81	0.00	Paid
10/25/21	357	Adt Security Services, Inc.	11/01-01/31/22 West Covina security services -ADT	195.99	195.99	0.00	Paid
10/25/21	358	Planeteria Media LLC	Advertising -Planeteria	1,300.00	1,300.00	0.00	Paid

Bank Account - Payment Details

Period: 10/01/21..10/31/21

Foothill Transit

FOOTHILL TRANSIT/p00148764c9I_lhernandez@foothilltransit.org_21763

Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/25/21	359	Newage PHM, LLC	11/21 TS2 (Puente Hills) Rent - Newage	7,498.32	7,498.32	0.00	Paid
10/25/21	360	Industry Public Utility Commission	09/21Industry P&R Electricity - Industry Public Uty	937.03	937.03	0.00	Paid
10/25/21	361	Azusa Light & Water	10/21Covina P&R Domestic SVC Parking Water-Azusa L	92.64	92.64	0.00	Paid
10/25/21	361	Azusa Light & Water	10/21Covina P&R Domestic SVC Retail Water -Azusa L	86.81	86.81	0.00	Paid
10/25/21	361	Azusa Light & Water	10/21Covina P&R Fire SVC Parking Water-Azusa Light	123.09	123.09	0.00	Paid
10/25/21	361	Azusa Light & Water	10/21Covina P&R Fire SVC Retail Water -Azusa Light	58.60	58.60	0.00	Paid
10/25/21	361	Azusa Light & Water	10/21Covina P&R Landscape Water -Azusa Light	761.25	761.25	0.00	Paid
10/25/21	362	Metrolink	9/21 Metrolink passes	16,703.75	16,703.75	0.00	Paid
10/25/21	362	Metrolink	9/21 Metrolink returned passes(refer to INV215836)	-12,675.25	-12,675.25	0.00	Paid
10/25/21	ACH	Keolis Transit America, Inc.	05/03-08/31/21 Reduced Service Staffing -Keolis	539,769.03	0.00	0.00	Paid
10/27/21	363	Alltech Industries, Inc.	09/21 DTLA Security Services - Alltech	5,742.00	5,742.00	0.00	Paid
10/27/21	364	AT and T - 5019	Phone Service -AT and T 5019	520.47	520.47	0.00	Paid
10/27/21	365	Linda Garrison	Linda Garrison Yoga - 9/21	455.00	455.00	0.00	Paid
10/27/21	366	Charter Communications Inc.	Cable TV -Charter	181.03	181.03	0.00	Paid
10/27/21	367	AFLAC	10/2021 AFLAC insurance premium	1,626.90	1,626.90	0.00	Paid
10/27/21	367	AFLAC	8/2021 AFLAC insurance premium	1,626.90	1,626.90	0.00	Paid
10/27/21	367	AFLAC	9/2021 AFLAC insurance premium	1,626.90	1,626.90	0.00	Paid
10/28/21	368	Psomas	7/31-8/16/21A&E Mt.SAC Transit Center Project-Psom	7,797.50	7,797.50	0.00	Paid
10/28/21	369	Southern California Edison Co.	10/21 CTC Parking Electricity - SCEdison	359.75	359.75	0.00	Paid
10/28/21	370	Donald Luey	08/08/21 Reimbursable expense - DLuey	36.81	36.81	0.00	Paid
10/28/21	ACH	MCG & Associates	Mt. SAC Labor Compliance -MCG	360.00	0.00	0.00	Paid
10/28/21	W000011	California Dept. of Tax and Fee Administration -	Q3 2021 Sales and Use Tax Return -CDTFA	2,634.00	2,634.00	0.00	Paid
10/29/21	371	FEDEX Corp.	Express Mail -Fedex	16.57	16.57	0.00	Paid
10/29/21	372	Frontier	Admin Buildg Analog Phone Lines1019-11/18-Frontier	685.54	685.54	0.00	Paid
10/29/21	372	Frontier	Industry Park &Ride Phone Line10/16-11/15-Frontier	382.80	382.80	0.00	Paid
10/29/21	372	Frontier	Internet 10/18/21-11/17/21- Frontier	1,709.00	1,709.00	0.00	Paid
10/29/21	373	Roy Jorgensen Associates, Inc.	Inventory and Condition Assessment -Roy Jorgensen	32,430.67	32,430.67	0.00	Paid
10/29/21	374	Concur Technologies, Inc.	10/2021 SAP Concur Monthly Fee	2,514.72	2,514.72	0.00	Paid

Bank Account - Payment Details

Period: 10/01/21..10/31/21

Foothill Transit

FOOTHILL TRANSIT/p00148764c9I_lhernandez@foothilltransit.org_21763

Check Date	Check Number	Vendor Name	Description	Amount	Printed Amount	Voided Amount	Entry Status
10/29/21	375	Instant Signs Inc.	Bus Decals - 270 Arcadia -Instant Signs	489.09	489.09	0.00	Paid
10/29/21	375	Instant Signs Inc.	Temp Bus Stop Signs -Instant Signs	3,594.82	3,594.82	0.00	Paid
10/29/21	376	Thompson Coburn LLP	9/21 General Legal Thompson	744.00	744.00	0.00	Paid
10/29/21	376	Thompson Coburn LLP	9/21 Operations RFPs and Contracts -Thompson	418.50	418.50	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Tech.-Gen.Social Media2021-2022-Pulsa	14,800.50	14,800.50	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Tech.-Rider Alerts/New Website-Pulsar	3,519.75	3,519.75	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Technical -Fall Bus Book -Pulsar	9,137.00	9,137.00	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Technical-Fuel Cell Bus Livery-Pulsar	3,796.25	3,796.25	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Technical-Gen.Mktg&Adm Yr21-22-Pulsar	3,235.25	3,235.25	0.00	Paid
10/29/21	377	Pulsar Advertising	Professional/Technical-Re-Entry Campaign -Pulsar	3,545.75	3,545.75	0.00	Paid
10/29/21	378	Verizon Wireless	Cell Phone & avail cellular 9/23/21-10/22 /21 -VZW	3,938.43	3,938.43	0.00	Paid
10/29/21	378	Verizon Wireless	Cell Phone and avail cellular 9/23/21-10/22/21-VZW	20,510.61	20,510.61	0.00	Paid
10/29/21	379	Southern California Edison Co.	10/21 CTC Retail Electricity - SCEdison	76.66	76.66	0.00	Paid
10/29/21	ACH	Keolis Transit America, Inc.	09/16-30 Pomona contractor services -Keolos	1,352,898.42	0.00	0.00	Paid
10/29/21	ACH	Keolis Transit America, Inc.	Reimbursement 2160 Engine Repower -Keolis	96,556.79	0.00	0.00	Paid
10/29/21	ACH	Transdev Services, Inc.	09/01-30 E-Bus Charging at Azusa - Transdev	10,601.26	0.00	0.00	Paid
10/29/21	ACH	Transdev Services, Inc.	09/16-30 Arcadia Contractor services -Transdev	2,357,752.87	0.00	0.00	Paid
10/29/21	ACH	Transdev Services, Inc.	09/18/21 Rose Bowl UCLA vs FRESNO STATE -Transdev	10,228.14	0.00	0.00	Paid
10/29/21	ACH	Transdev Services, Inc.	09/24/21&10/08/21 Vaccine Incentive Inv.-Transdev	1,722.40	0.00	0.00	Paid
10/29/21	ACH	Transdev Services, Inc.	10/02/21 Rose Bowl UCLA vs. ASU -Transdev	8,540.60	0.00	0.00	Paid
General Checking				9,187,388.66	1,095,220.08	512.50	
				Total Paid: 9,186,876.16			



December 17, 2021

To: Executive Board

Subject: **Contract Award for Data Center Server Replacement**

Recommendation

Receive and file a report on the award of Contract No. 22-026 to Questivity Inc. in the amount of \$99,958.89 for the purchase and installation of a Nutanix Data Center Server solution hardware and software for the Foothill Transit Data Center located at the administrative offices.

Analysis

The existing Cisco Unified Computing System (UCS) was installed approximately ten years ago. This system hosts our production servers such as our computer aided dispatch and automatic vehicle location (CAD/AVL) system, phone system, and all major infrastructure servers hosted at the Foothill Transit Data Center in the West Covina administrative offices. The Cisco UCS system has reached its end of life and Cisco will end support in December 2021.

On October 29, 2021, the Executive Board authorized the issuance of IFB No. 22-026 for the purchase and installation of a Nutanix Data Center Server solution hardware and software for the Foothill Transit Data Center located at the administrative offices.

Invitation for Bids (IFB) No. 22-026 was issued for bids from authorized sellers of Nutanix Hyperconverged Infrastructure hardware. A total of three quotes were received, with Questivity Inc. being the lowest priced responsive vendor. Questivity Inc. is a Nutanix authorized vendor.

Budget Impact

The funding for this project is included in the FY2022 budget under Project No. 0188, Data Center Update and Replacement.

Sincerely,

Roy Eseyan
Information Technology Manager

Doran J. Barnes
Chief Executive Officer

Chris Pieper
Director of Procurement
Treasurer

Michelle Lopes Caldwell
Director of Finance and



December 17, 2021

To: Executive Board

Subject: **Contract Award for HVAC System Replacement at Foothill Transit's Arcadia Irwindale Operations and Maintenance Facility**

Recommendation

Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into Agreement No. 21-069 with Metro Builders & Engineers Group, Ltd. in the amount \$1,397,583 for replacement of the HVAC equipment at Foothill Transit's Arcadia Irwindale Operations and Maintenance Facility.

Analysis

On February 26, 2021, the Executive Board authorized the issuance of IFB 21-069 for replacement of the HVAC equipment at Foothill Transit's Arcadia Irwindale Operations and Maintenance Facility. Over the last several months, staff has worked with our design consultants to finalize plans and permitting for the project. New plans call for replacement of original equipment dating back to 2002 with energy efficient models to comply with the latest California Building Code requirements. In addition, select damper zones will be modified to improve heating and cooling air flow where previous deficiencies have been identified.

On October 7, 2021 the solicitation was issued to vendors using the agency's E-Procurement platform, PlanetBids. On October 21, 2021, a Job Walk and Pre-Bid conference were conducted with potential bidders in attendance. Bidders toured the facility and had an opportunity to ask questions. A total of five bids were received on November 23, 2021. The lowest responsive and responsible bidder was determined to be Metro Builders. Metro Builders, based out of Newport Beach, CA has over 33 years of experience delivering facility projects including mechanical system replacements. Recent clients include the City of Los Angeles, US Army Corp of Engineers, and LA County Sanitation Districts.



Budget Impact

Funding for the replacement of the HVAC equipment at Foothill Transit's Arcadia Irwindale Operations & Maintenance Facility is included as part of Foothill Transit's FY2022 Business Plan under capital project #0202 Arcadia HVAC Replacement.

Sincerely,

Vincent Saucedo
Construction Project Manager

Doran J. Barnes
Chief Executive Officer

Chris Pieper
Director of Procurement

Michelle Lopes Caldwell
Director of Finance and Treasurer



December 17, 2021

To: Executive Board

Subject: **Contract Award for Construction and Installation of Arcadia Irwindale Operations & Maintenance Electric Bus Meter**

Recommendation

Receive and file a report on the award of Contract No. 22-013 to Apollo Electric in the amount \$63,600 for construction and installation of a new electric meter to serve additional bus charging equipment at Foothill Transit's Arcadia Irwindale Operations & Maintenance Facility.

Analysis

On October 1, 2021 the Executive Board authorized the issuance of IFB No. 22-013 for construction and installation of a new electric meter to serve additional bus charging equipment at Foothill Transit's Arcadia Irwindale Operations & Maintenance Facility.

The Arcadia Irwindale Operations & Maintenance Facility is equipped with three electric bus chargers at the maintenance building. To qualify for reduced EV rates, this project will consolidate all three charger feeds into a separate EV dedicated meter. The meter will be located near the existing Edison transformer that serves the Operations and Maintenance buildings. From the meter location, cable will be installed going to the electrical room where bus chargers will be intercepted. Once tested and commissioned, the electric bus chargers will be cut over to the new service meter which will ultimately result in a savings on the bus charging due to the reduced EV rates.

On October 20, 2021 invitation for bids were issued to vendors using the agency's E-Procurement platform, Planetbids. Foothill Transit conducted a site-visit and pre-bid conference on October 28, 2021 with potential bidders in attendance. Bidders toured the facility and had an opportunity to ask questions. A total of three bids were received on November 19, 2021. The lowest responsive and responsible bidder was determined to be Apollo Electric. Apollo Electric, who operates out of Brea, CA, has been in operation for 55 years. Apollo Electric has worked on many public sector projects providing electrical infrastructure installation including a few Foothill Transit projects such as the Azusa Intermodal Transit Center and the Covina Transit Center.



Executive Board Meeting - 12/17/2021
Authorization to Award Contract IFB No. 22-013 for
Arcadia Irwindale Operations & Maintenance Electric Bus Meter
Page 2

This project is funded by FTA Section 5312 funds - Low and No Emission Vehicle Deployment (LoNo) Program in partnership with Southern California Association of Governments (SCAG) as the grant recipient and Foothill Transit as the sub-recipient.

The funding for the Arcadia Irwindale Operations & Maintenance Electric Bus Meter is included in the previously approved capital project #0127 Arcadia Electric Bus Charging Stations. Project 0127 has been closed but has remaining life of project budget which will be used as local match for the LoNo funds.

Sincerely,

Vincent Saucedo
Construction Project Manager

Doran J. Barnes
Chief Executive Officer

Chris Pieper
Director of Procurement

Michelle Lopes Caldwell
Director of Finance and Treasurer



December 17, 2021

To: Executive Board

Subject: **Contract Amendment for Architectural and Engineering Design for the Mt. San Antonio College Transit Center**

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 4 to Contract No. 18-017 with Psomas in the amount of \$253,324 for construction administration services and additional design services for the construction of the Mt. San Antonio College Transit Center.

Analysis

At the August 2017 Executive Board Meeting, the Executive Board authorized the Chief Executive Officer to enter into a contract with Psomas to provide consulting services to Foothill Transit for the design of a transit center on the Mt. San Antonio College (Mt. SAC) campus. The scope of work included Architectural and Engineering (A&E) design services in preparation of conceptual designs to support the development of environmental clearance documents for the 10-bay transit center; preparation of detail design, construction documents, and technical specifications; and provision of construction administration services during construction of the project.

In October 2021, Foothill Transit requested additional service hours from the Psomas design team to meet additional design and construction administration needs related to the Mt SAC Transit Center project.

As the Mt SAC Transit Center construction project continues to progress we are experiencing design impacts from various unforeseen underground conditions. While the design team performed underground utility identification studies as part of their design work, there have been a number of instances where unknown underground utilities have been uncovered and required several design modifications. It is common to encounter these situations on any construction project but the number of instances on this project are above average. These occurrences require analysis and design changes to accommodate new utilities or relocate existing utilities.

The Mt SAC campus-wide capital program continues to progress. To date, there have been some cases where an adjacent campus project in early



planning/design has impacted the transit center design and thus required revisions to the transit center plans. The changes are in the best interest of the College and its students and are necessary for a cohesive campus environment; however, the new additions to the campus, which are adjacent to the transit center, require additional design hours to address more of these types of design impacts.

In addition, the Mt SAC Transit Center project and the Pedestrian Bridge which traverses the transit center site are being built simultaneously. This unique situation has required that both project teams work closely to coordinate site activities and meet weekly so as to minimize construction and/or design issues that may impact either party. As such, these efforts, while fruitful and beneficial to the transit center project, have resulted in additional hours for the design team to participate in weekly project meetings, on-site coordination meetings and ongoing construction administration support.

The Board has previously approved Additional Services (Amendments 1, 2 and 3) for additional hours required to attend steering committee meetings, design review meetings, design changes that came from the Division of State Architect (DSA) plan check review, design revisions for the bus canopy related to the pedestrian bridge foundation (designed by others). This amendment is for the additional hours required to advance the construction and support further design changes and additional construction support services.

Summary of additional services:

- Attendance at weekly project OAC meetings
- Ongoing construction administration support services (response to RFIs, provide technical engineering review of contractor change orders)
- On-site visits by Project Engineer
- Construction overages to date that were not included in the original scope of work (additional coordination meetings, response to contractor RFIs and submittals)
- DSA construction change documents, including added civil engineering, architectural, mechanical and electrical design.



Below is a summary of the contract amounts:

Contract No. 18-017 - A&E Design Services for Mt SAC Transit Center	
Prime contract amount	\$852,336
Amendment 1 Design Development	\$176,709
Amendment 2 Permitting and additional coordination for pedestrian bridge	\$87,902
Amendment 3 Additional Design Revisions - Bus Canopy and Pedestrian Bridge Foundation	\$58,055
Amendment 4 Additional Construction Administration/Management services	\$253,324
TOTAL CONTRACT AMOUNT	\$1,428,326

Foothill Transit has reviewed the proposal submitted by Psomas for additional services. Based on staff review of the original request and discussions with Psomas, staff concludes that the additional design efforts and additional construction administrative services were outside of the base scope of work and are necessary to continue to advance the construction completion for the transit center. The proposed completion date for construction was initially October 2022 has been moved to February 2023 mainly due to the supply chain delays for the pedestrian bridge construction, thereby, impacting the construction completion for the transit center.

Budget Impact

Funding for these activities is included as part of Foothill Transit’s FY2022 Business Plan in the approved capital project #115, Mt. SAC Transit Center.

Sincerely,

Sharlane R. Bailey
Director of Capital Projects and Facilities

Doran J. Barnes
Chief Executive Officer

Christopher Pieper
Director of Procurement

Michelle Lopes Caldwell
Director of Finance and
Treasurer



December 17, 2021

To: Executive Board

Subject: **Resolution Authorizing Teleconferenced Public Meetings**

Recommendation

Adopt Resolution 2021-09 authorizing teleconferenced public meetings for 30 days.

Analysis

Government Code Section 54953 of the Ralph M. Brown Act was amended by AB 361 on an urgency basis to permit continued agency public meetings by teleconference on and after October 1, 2021, subject to making the following findings:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

On October 29, 2021, and again on November 19, 2021, the Executive Board made these findings in Resolutions 2021-07 and 2021-08 which permitted public meetings by teleconference through December 19, 2021.

To continue to convene public meetings by teleconferencing for 30 days after December 17, 2021, (through January 16, 2022), the Executive Board must now make the findings embodied in Resolution 2021-09.

Sincerely,

Darold Pieper
General Counsel

Doran J. Barnes
Chief Executive Officer

RESOLUTION NO. 2021-09

**A RESOLUTION OF THE EXECUTIVE BOARD OF FOOTHILL TRANSIT
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE
FOOTHILL TRANSIT EXECUTIVE BOARD AND GOVERNING BOARD
PURSUANT TO RALPH M. BROWN ACT**

The Executive Board of Foothill Transit does resolve as follows:

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

A. Government Code Section 54953 of the Ralph M. Brown Act was amended by AB 361 on an urgency basis to permit continued agency public meetings by teleconference on and after October 1, 2021, subject to the following findings:

(1) The Governor issued a Proclamation of State of Emergency on March 4, 2020, pursuant to section 8625 of the California Emergency Services Act, and that Proclamation has not been terminated as required by section 8629 of that Act.

(2) The California Department of Public Health continues to urge residents to “continue to practice physical distancing when possible”.

(3) The Los Angeles County Department of Public Health recommends that residents “Use two arms lengths as your guide (about 6 feet) for social distancing with people outside your household when you are not sure that they are fully vaccinated.”

(4) The public meeting spaces at Foothill Transit are not large enough to permit public meetings of the Governing Board and the Executive Board while providing a Covid 19-safe meeting place with appropriate social distancing as recommending by the state and county.

(5) The Executive Board has reconsidered the circumstances of the state of emergency.

(6) The state of emergency continues to directly impact the ability of the members to meet safely in person.

B. There is accordingly a need for the Foothill Transit Executive Board and Governing Board to meet by teleconferencing meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953.

2. Action.

A. The Executive Board directs that any Executive Board or Governing Board meetings held within the next 30 calendar days shall be held by teleconferencing in compliance with section 54953(e) of the Ralph M. Brown Act.

B. This Resolution shall be effective immediately and remain in effect through January 16, 2022, or until such time the Executive Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Foothill Transit may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

[Continued on page 2.]

Attachment A

3. Adoption. PASSED AND ADOPTED at a meeting of the Executive Board held on December 17, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

CYNTHIA STERNQUIST, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
CHRISTINA LOPEZ, BOARD SECRETARY

By:_____

By:_____



December 17, 2021

To: Executive Board

Subject: **Fare Structure Simplification**

Recommendation

Recommend that the Governing Board authorize the Chief Executive Officer to adopt proposed changes to fare structure.

Analysis

At the October 29, 2021, Governing Board meeting, the Board authorized staff to seek public input regarding the proposed fare structure simplification. The goal of the fare change proposal is to achieve a fare structure that is simple, competitive, adaptive, and equitable. The proposal simplifies many aspects of our fare structure while addressing several equity concerns of our existing fare structure. Below are the features of the proposed changes:

Consolidation of Silver Streak fare structure to Local

Foothill Transit currently operates three levels of fares, Local, Silver Streak, and Commuter Express. Only one line operates under the Silver Streak fare structure, and it has different base fares, upcharges, zone requirements, and pass products. The Silver Streak fare structure complicates the overall structure and causes confusion among operators and customers. To simplify the fare structure, the proposed change is to add the Silver Streak service under the local fare structure while maintaining the Silver 2 Silver pass sharing agreement with LA Metro on the I-10 corridor between El Monte Station and downtown LA.

Match single ride and single day fares to regional pricing

Eliminate TAP discounts on single ride fares

In 2017 Foothill Transit introduced a \$0.25 discount on the base fare when the fare is paid with TAP stored value. The incentive was intended to encourage cash paying customers to use a TAP card to pay for the fare which helps improve boarding time and operational efficiencies. The discount was initially effective resulting in a 53 percent increase in TAP usage, but in the recent months, the TAP conversion rate has diminished. Eliminating the TAP discount and charging \$1.75 for a single ride fare, is compatible with LA Metro's fare on both their bus and rail service.



Reduce Student base fares from \$1.75 to \$1.00

The Fareless Service Initiative (FSI) will provide students in participating school districts and community colleges with free rides for the duration of the pilot. The levels of participation of school districts and community colleges is still unknown. Under the current rules of the FSI, if the student attends a school that doesn't participate in the FSI program, the student will not be eligible to ride without paying a fare. Under the Foothill Transit proposed fare change, students may pay for a lower fare than the regular adult fare. The proposed change will provide a \$0.75 discount to all students at \$1.00 per ride. At \$1.00 single ride fare, this is similar to LA Metro's student single-ride fare.

Re-price Adult and Student Day-Pass

The pricing multiple for the day pass is four times the single-ride fare, the proposed change would adjust the price of the adult day pass to \$7.00 from \$6.00. This pricing is consistent with LA Metro's day pass price. Additionally, by reducing the student single-ride fare to \$1.00, the price for the student day pass would be \$4.00. With this price adjustment, the pricing of the day pass is consistent with the other rider classes.

Free internal transfers for two hours for base fare paid with a TAP card

Under this proposal, using a TAP card to pay the fare would allow customers unlimited free transfers throughout the system within two hours. The day pass will still be available for customers who use our system throughout the day. Interagency transfers will still be available for customers transferring to other partnering transit providers. This change in transfer policy is similar to LA Metro's intra-agency transfer policy.

Introduction of a 10-ride pass for Local and Express service

Because of the pandemic, many office workers have adopted a hybrid work schedule that allows them to continue to work from home one or more days each week. This remote work culture will likely continue into the future even as businesses and offices return to normal operations. As a result, travel patterns as we know it will be significantly different, and our existing period-based pass may no longer be suitable for our customers.



Our 31-day pass allows customer unlimited rides on Foothill Transit's service for a period of 31 days from the first time the pass is used. Our current 31-day pass is priced at a 40-ride multiple, which means in order for the customer to break even the customer will need to take 40 rides within 31 days. This typically requires customers to take at least one round trip per weekday to break even. Many of our surveyed Employee Transportation Coordinators (ETC) mentioned that a hybrid of on-site and remote work culture would likely be a new norm.

In this proposal, staff is proposing a new 10-ride fare product that will be ride-based. The 10-ride pass will provide a discount at a fare multiple of eight rides. Each time the customer uses the 10-ride pass one ride credit will be deducted until they reach 10 total rides. The 10-ride pass will have no expiration, so customers will not be time restricted to use all the remaining rides. A 10-ride pass product will be available for both the Local and Commuter Express service; the local adult 10-ride pass will be priced at \$14.00 and Commuter Express 10-ride pass will be priced at \$44.00. Discounts on the Local service 10-ride pass will be available to other rider classes.

The new 10-ride pass will only be available on a TAP card or virtualized TAP card on a mobile phone. The 10-ride pass will be available for purchase through one of four ways; at our Transit Stores, online, TAP mobile app, or at any participating TAP vendor. To maximize customer transition to the new 10-ride pass, staff will be offering up to 1,000 free TAP cards to customers during the first month of the new fare structure.



Current vs Proposed Fare Structure Table

Current				Proposed			
Local				Local			
	Adult	Senior/ Disabled	Student		Adult	Senior/ Disabled	Student
Single-Ride (Cash)	\$1.75	\$0.75	\$1.75	Single-Ride (Cash/TAP)	\$1.75	\$0.75	\$1.00
Single-Ride (TAP)	\$1.50	\$0.50	\$1.50	Day Pass	\$7	\$3	\$4
Day Pass	\$6	\$3	\$6	31-Day Pass	\$60	\$30	\$40
31-Day Pass	\$60	\$30	\$40	10-Ride <i>(NEW)</i>	\$14	\$6	\$8
Silver Streak				Silver Streak			
	Adult	Senior/ Disabled	Student	<div style="background-color: #cccccc; padding: 20px; border: 1px solid #ccc;"> <i>Consolidated to Local fare structure</i> </div>			
Single-Ride (Cash)	\$3.00	\$1.50	\$3.00				
Single-Ride (TAP)	\$2.75	\$1.25	\$2.75				
Day Pass	\$6	\$3	\$6				
31-Day Pass	\$110	\$55	\$85				
Commuter Express <i>(Same pricing for all riders)</i>				Commuter Express <i>(Same pricing for all riders)</i>			
Single-Ride	\$5.50			Single-Ride	\$5.50		
31-Day Pass	\$180			31-Day Pass	\$180		
				10-Ride <i>(NEW)</i>	\$44		



Schedule for Implementation

Activities	Dates
Executive Board Meeting - COMPLETED	October 1, 2021
Governing Board Meeting - COMPLETED	October 29, 2021
Public Comment Period - COMPLETED	October 30, 2021 - November 19, 2021
Public Hearing - COMPLETED	December 1, 2021
Executive Board Meeting	December 17, 2021
Governing Board Meeting - Adoption	January 28, 2022
Implementation Activities - Marketing, farebox programming, software testing, operator training, notifications.	January 28, 2022 - April 1, 2022
Fare Change Go-Live	May 1, 2022

Public Meetings and Results of Public Comments

The formal comment period began on October 31, 2021 and concluded on December 1, 2021. To encourage public comments, Foothill Transit staff conducted two virtual public workshops on two separate days in both the afternoon and in the evening. A public hearing was held virtually on December 1, 2021, at 5:30 PM to maximize public participation. Five of the ten comments received were in favor of the change especially the introduction of the new 10-ride pass. We also received support from the public to reclassify the Silver Streak service fare structure to the Local fare structure. Throughout the public comment period, we received a total of ten comments through social media and email. Customers were provided various methods to submit comments regarding this proposal, which includes phone, email, mail, and various social media platforms. Upon reviewing the submitted comments, staff is not proposing adjustments to the original proposal, however staff will be reviewing fare pricing on the Commuter Express service and the impacts of the Fareless Service Initiative at a future date. Below is a summary table of the public comments we received on this proposal.



Favorable	5
Not Favorable	1
Recommendation	4

Total Comments: 10

Title VI Analysis

In order to comply with the federal Civil Rights Act of 1964, Foothill Transit is required to conduct a Fare Equity Analysis on the proposed fare changes to ensure that there will be no disparate adverse impact on minorities and disproportionate burden on low-income customers. A Fare Equity Analysis will be presented to the Board for approval prior to implementation.

Budget Impact

The FY 2022 fare revenue budget is \$3.2 million and fiscal year-to-date (July 1, 2021 to November 30, 2021) revenue is \$3 million, far exceeding our original anticipated of revenue projections. Foothill Transit’s ridership and fare revenue are slowly but consistently increasing. Based on the consistent growth we have seen in previous months, staff is estimating fare revenue for FY 2022 would be \$7,764,000 without adopting the proposal, and \$7,673,000 with adopting the proposed changes.

The proposed fare structure is estimated to decrease fare revenue by \$91,000 or 1.2 percent in FY 2022 with an implementation date of May 1, 2022. The proposal is expected to slightly increase ridership by 0.2 percent due to lowered fares and added fare products. The features contained in this proposal neutralizes revenue impacts while serving the goal of simplification and equity.

Sincerely,

John Xie
Revenue Manager

Doran J. Barnes
Chief Executive Officer



December 17, 2021

To: Executive Board

Subject: **Covina Transit Center - Potential Parking Space Lease**

Recommendation

Provide direction to staff on a potential parking space lease agreement for 30 to 60 spaces at the Covina Transit Center and Park & Ride facility.

Analysis

In March 2020, the construction of the Covina Transit Center and Park & Ride facility was substantially complete. Shortly thereafter bus service to the Covina Transit Center was halted in light of the COVID-19 pandemic and Stay-At-Home Order issued by the State of California.

In early 2021, private developer Meritage Homes and the Citrus Promenade homeowners contacted Foothill Transit staff to inquire about their possible use of vacant parking spaces at the Park & Ride parking structure. Staff contacted the developer and HOA and advised that the agency will need to put their request on hold because Foothill Transit, in partnership with the City of Covina and Albertsons Pharmacy intended to use the facility as a COVID-19 vaccination location for the community.

In September 2021, the Covina City Manager contacted Foothill Transit staff to begin discussions again on the request from the homeowners at the adjacent Citrus Promenade community development to lease some parking spaces at the Transit Center parking structure.

The Covina Transit Center and Park & Ride facility was constructed to provide a secure and convenient location for area commuters and to improve the overall travel experience for commuters, by providing a direct link to downtown Los Angeles, while also strengthening connections to several modes of transit and bicycles. In addition, a transit center and parking facility in the Covina area would satisfy the parking demands for Foothill Transit customers, while decreasing on-street parking along city streets around the transit center location.



As further background on the overall project, on November 29 and December 6, 2016 the Covina City Council approved the Covina Forward Specific Plan (SP) 16-001. An excerpt of the September 2016 Draft Environmental Impact Report (EIR) addresses parking in Chapter 2.5.3:

“The parking structure associated with the Transit Center would support approximately 350 to 400 parking stalls. The residential component would include two attached garage parking spaces for each unit (up to 240) and approximately .58 onsite guest parking stalls per unit (up to 69), for a total of approximately over 300 spaces. **Parking will be provided consistent with mixed-use, transit oriented standards and comply with the project’s specific plan and zoning requirements.**”

The November 2016 Final Environmental Impact Report (EIR) for the Covina Transit-Oriented Mixed-Use Development Project in Chapter 2, Response to Comments:

“As stated in Chapter 2.0 of the Draft EIR, the residential component of the proposed project would include two attached garage parking spaces for each unit (up to 240) and approximately 0.58 on-site guest parking stalls per unit (up to 69), for a total of approximately 300 spaces. As stated in Chapter 2.0 of the Draft EIR, parking would be provided consistent with mixed-use, transit-oriented standards and would comply with the project’s specific plan and zoning requirements. **Visitors to the proposed townhomes are anticipated to use the on-site guest parking stalls rather than on-street parking along Citrus Avenue or Covina Boulevard.** According to Section 17.72.010 of the City’s Municipal Code, guest parking for multi-family residential units is required at a rate of one space per every five units. Credit for guest parking spaces is allowed for street frontages on which parking is allowable and which abut the property line of the multi-family residential development. Excluding any credits for the site’s street frontages, the proposed project would be required to provide 24 guest parking spaces. The number of proposed on-site guest parking stalls for the proposed project (approximately 69 stalls) does not include any credits for the site’s street frontages and exceeds code requirements by 45 stalls.”

The response to the FTA on the Categorical Exclusion (CE) Checklist in reference to traffic and parking impacts:

“There would be no cumulative impacts to parking for the overall project, as all three components [housing development, transit center and city parcel] will provide sufficient parking for their individual



uses. The residential townhomes will provide sufficient parking for their residents and guests. As summarized in the traffic study prepared for the overall project, for special events during the evening or on the weekend, parking spaces in the proposed Transit Center Park & Ride Facility's parking structure would be made available for the event center (Hartzog & Crabill 2016). City special events could have up to 700 guests. To estimate the number of employees, it was conciliated with the Event Coordinator for the Richard Nixon Library in the City of Yorba Linda that approximately 1.5 employees were needed per 15 guests. Based on this ratio, it was estimated that approximately 70 employees such as hostesses, servers, bartenders and kitchen help would be needed for a worst case scenario of a special event for 700 guests. Any potential overflow parking required for the evening and weekend events can be accommodated by the use of the Transit Center Park & Ride Facility's parking structure."

Lastly, specific requirements by the Federal Transit Administration (FTA) on the policy of Incidental Use of Real Property must be followed and first approved by the FTA. One requirement is that the property can be used to generate revenue for the agency but must be compatible with the original grant purpose. The current maintenance cost per space is approximately \$25 per month which includes daily maintenance, landscaping, elevator inspections, and utilities.

Sincerely,

Sharlane R. Bailey
Director of Capital Projects and Facilities

Doran J. Barnes
Chief Executive Officer



December 17, 2021

To: Executive Board

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

Recommendation

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 selection, negotiation, award, and administration of competitively negotiated contracts.

The Executive Board adopted the current version of the Foothill Transit Procurement Manual in December 2020. 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.

The proposed changes to the Foothill Transit Procedures primarily reflect updates and clarifications resultant of changes to federal regulations and clarifications of existing language, and do not significantly impact existing Foothill Transit procedures. A redlined version of the policies and procedures manual is included as Exhibit A.

The following revisions to the Procurement Policies and Procedures Manual are proposed:

1. Update to Include Changes in Federal Requirements
Aligns language with current federal regulations pertaining to: contract term limitations; domestic-preference policies; sources required for solicitation responses; requirements for use of another agency's contract options; independent cost estimates; protest appeals; advance payments; and Federal tax liability.



2. Procurement Method Threshold Changes

Recommended threshold for simplified acquisition purchases adjusts Foothill Transit levels to mirror Federal Transit Administration (FTA) federal dollar threshold levels, which changed in 2019. This change would raise the small purchase threshold from under \$100,000 to under \$250,000, which is the current federal limit. The threshold requiring Executive Board approval would likewise be raised from purchases over \$100,000 to purchases over \$250,000. Task order limits for Architecture & Engineering and other on-call contracts would also increase from under \$100,000 to under \$250,000 to align with small purchases and Chief Executive Officer signature authority.

To provide an overview of the current contract landscape, the table below breaks down the value of contracts and contract amendments awarded during the two-year period between October 2019 and October 2021:

Contract Value	Number of Contracts	% of Total
Under \$100,000	134	82%
\$100,000 - \$250,000	12	7%
Over \$250,000	18	11%

Adjustment of the thresholds is consistent with those set by other transit agencies. The following table shows the current small purchase and board approval thresholds for Foothill Transit and peer transit agencies as of June 2021.

	Small Purchase Threshold	Board Approval Required
VTA (San Jose)*	\$150,000	\$1,000,000
RTD (Denver)*	\$250,000	\$500,000
LA Metro*	\$250,000	\$500,000
Access Services	\$150,000	\$250,000
Long Beach Transit	\$25,000	\$200,000
MTS (San Diego)	\$100,000	\$100,000
Foothill Transit	\$100,000	\$100,000
OCTA	\$50,000	\$50,000

*Amounts required for board approval is higher in some cases.



3. Restrictions on Lobbying and Contacts

Includes existing Foothill Transit purchasing policy restricting bidders/offerors and their agents from lobbying and contacts with the Foothill Transit Board and non-procurement staff regarding the solicitation, evaluation or selection process, or the award of a contract until the date of award of such contract.

4. Update to Reflect Change of Title

References to “Executive Director” changed to “Chief Executive Officer” to reflect change in title.

Budget Impact

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

Sincerely,

Christopher Pieper
Director of Procurement

Doran J. Barnes
Chief Executive Officer

Attachment

EXHIBIT A



Foothill Transit
Going Good Places

**Procurement
Policies and Procedures
Manual**

~~December 2020~~ December 2021

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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 (FTA) are so identified. These procedures also apply to any revenue contract, the primary purpose of which is to either generate revenues in connection with a transit-related activity or to create business opportunities utilizing an FTA-funded asset.

The purpose of these policies and procedures is to set forth the procurement methods and establish the applicable 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, 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

Every procurement requires two determinations at the outset:

- (1) The **method of procurement** applicable to the procurement at issue; and
- (2) The **level of approval** required for (a) issuance of the solicitation document and (b) contract award.

The **method of procurement** is determined by the type and anticipated (and actual) cost of the goods or services being procured. There are three general categories of methods of procurement: (1) Informal (which includes Micro Purchases and Small Purchases); (2) Formal (which includes IFBs/Sealed Bids and RFPs/Competitive Proposals); and (3) Noncompetitive Procurements. Goods or services being procured through a cooperative purchasing agreement (such as the California Multiple Award Schedule (CMAS)) or on a pre-approved non-competitive basis (such as through the sole source process) do not require a “method of procurement” determination. The anticipated cost of the procurement is established by independent cost estimate and must take into account the cost of the base term and all options requested in the solicitation. A procurement must meet the requirements, by type and cost, of the chosen method of procurement at *both* the solicitation phase and the award phase.

The **level of approval** is also determined by the type and anticipated and actual cost of the goods or services being procured. For purposes of determining the applicable level of approval, the cost of the procurement takes into account only the cost of the base term requested in the solicitation and/or proposed for award.

The following approval levels apply to the foregoing determinations:

A. Goods and Services

Procurement of services, supplies, or other property, **except for** 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 \$10,000*	Micro Purchase	Department Directors
\$10,000-\$19,999	Small Purchase	Department Directors
\$20,000- \$100 <u>250</u> ,000*	Small Purchase	Executive Director
Greater than \$100 <u>250</u> ,000	RFP or IFB	Executive Board

*Federal regulations permit recipients of Federal funds to ~~have a higher limit than the stated threshold, but Foothill Transit shall use the stated threshold, regardless of the source of funds~~ use the stated thresholds.

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.

<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$20,000	RFQ	Department Directors
\$20,000 - \$400 <u>\$250</u> ,000	RFQ	<u>Chief Executive Director</u> <u>Officer</u>
Greater than \$100 <u>\$250</u> ,000	RFQ	Executive Board

C. Public Works (Including Construction) Projects

Procurement of labor and/or materials for construction or other 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 done by contract after competitive bidding. Public work projects include construction of any building or facility and any painting or repairs to any building or facility. Cal. Pub. Cont. Code 20121, 20122. (Note that the California Labor Code broadly defines “public works” for purposes of prevailing wage laws. State prevailing wage requirements apply to public works in excess of \$1,000, regardless of whether such “public works” also fit the definition provided in Public Contract Code 20121.)

<i>Price Threshold</i>	<i>Method of Procurement</i>	<i>Required Approval Level</i>
Less than \$6,500	Small Purchase	Department Directors
\$6,500 - \$100 <u>\$250</u> ,000	IFB	<u>Chief Executive Director</u> <u>Officer</u>

Greater than \$~~100~~250,000 IFB Executive Board

D. Sole Source

Procurements 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>
Less than \$20,000	Sole Source	Department Directors
\$20,000-\$ 100 <u>250</u> ,000	Sole Source	Chief Executive Director <u>Officer</u>
Greater than \$ 100 <u>250</u> ,000	Sole Source	Executive Board

E. Change Orders and Amendments

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 \$20,000 and \$~~100~~250,000 must be approved by the ~~Chief~~ Executive ~~Director~~Officer; a change order of over \$~~100~~250,000 must be approved by the Executive Board), except in the following circumstances:

1. When the cumulative value of all amendments or change orders to a contract is at or exceeds \$20,000, the amendment or change order responsible for meeting or exceeding the \$20,000 threshold and all future individual amendments or change orders that increase the cost for that contract must be approved by the ~~Chief~~ Executive ~~Director~~Officer.
2. When the cumulative value of all amendments or change orders to a contract exceeds \$~~100~~250,000, the amendment or change order responsible for exceeding the \$~~100~~250,000 threshold and 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~~240,000, 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).
3. For contracts with an Executive Board approved value of over \$5,000,000, the ~~Chief~~ Executive ~~Director~~Officer is authorized to approve individual change orders with a value equal to five percent (5%) or less of the Board-approved contract value. When the cumulative value of all change orders for such contracts exceeds five percent (5%) of the Board-approved contract value, the change order responsible for exceeding the five percent (5%) threshold and all future individual change orders for that contract must be approved by the Executive Board.

4. For on-call contracts (contracts requiring the issuance of task orders), the addition of each task order scope by amendment will be approved at the level of approval required for the value of the task order at issue (e.g., a task order for \$15,000 may be approved by a department director; a task order of \$50,000 must be approved by the Chief Executive Officer~~Director~~) where the value of the individual task order at issue is below ~~\$100~~250,000. For task orders with an individual value at or above ~~\$100~~250,000, approval of the Executive Board is required. The cumulative value rules set forth in (1)-(3) above do not apply to amendments of on-call contracts.

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 Chief Executive Director~~Officer~~ are hereby delegated to the Deputy Chief Executive Officer~~Director~~.

Except as provided in these procedures, all rights, powers, duties, and authorities delegated to the Deputy Chief Executive Officer~~Director~~ are, in turn, delegated to the Director of Procurement.

The Director of Procurement may delegate approval to the Director of Procurement's staff as necessary. However, approvals allowed only to the Chief Executive Officer~~Director~~, Deputy Chief Executive Officer~~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 Chief Executive Officer~~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 to 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 Governing Board Member or employee of Foothill Transit shall participate in the selection, award, or administration of a 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 a Governing Board Member, Foothill Transit employee, an immediate family member or partner of a Governing Board Member or Foothill Transit employee, or an entity or organization that employs or is about to employ any person that has a relationship with any of the foregoing persons has a present or potential financial or other significant interest, such as a present or potential employment interest, in the selection, award, or administration of a contract or subcontract. In cases where there may be such an interest, either direct or indirect, there is a responsibility to report in writing such interest to the Executive Board. If anyone fails to report such interest, he or she will be subject to any disciplinary proceeding deemed appropriate by Foothill Transit, including possible dismissal.

Governing 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.

In addition, Foothill Transit will disclose in writing any potential conflict of interest to the Federal Transit Administration or other United States Department of Transportation component making a financial assistance award to Foothill Transit in accordance with applicable Federal awarding agency policy.

2. Gratuities, Kickbacks, and Contingent Fees

No Governing Board member or employee of Foothill Transit shall solicit, demand, or accept from any person, contractor, potential contractor, or potential subcontractor 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 (California 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 Governing 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

It is the policy of Foothill Transit to avoid taking an action that might result in or create the appearance of an organizational conflict of interest.

An organizational conflict of interest occurs (A) where a contractor is unable, or potentially unable, to render impartial assistance or advice to Foothill Transit due to activities, relationships, contracts, or circumstances (financial or otherwise) which may impair the contractor's objectivity; (B) a contractor has an unfair competitive advantage through receipt of or obtaining access to nonpublic information; or (C) during the performance of an earlier contract or the conduct of a procurement, the contractor has established the ground rules for the solicitation or selection of the services or goods to be acquired by developing [or drafting specifications, requirements, statements of work, evaluation factors, solicitations,](#) or similar documents.

Based on this policy:

- a. Reference in Procurement Documents. Foothill Transit shall specify or otherwise reference the policy concerning organizational conflicts of interest found herein in all procurement documents, including but not limited to those for Federally-funded projects and activities, design-build projects, and procurements for design-build related activities (*i.e.*, engineering services, inspection, or technical support in the administration of the design-build projects).
- b. Pre-Award Disclosure. Foothill Transit shall require every vendor to certify the absence of, or disclose to Foothill Transit, any real or apparent organizational conflict of interest at the time of submission of the vendor's bid, proposal, or offer. If a disclosure is necessary, Foothill Transit shall require the vendor to describe in detail why it believes, in light of the interest(s) identified, that performance of the proposed contract can be accomplished in an impartial and objective manner or why the identified interest otherwise does not afford the vendor an unfair competitive advantage. Foothill Transit shall further require that the disclosure include all relevant facts concerning any past, present, or planned interests that may present an organizational conflict of interest. The refusal to provide the disclosure or certification, or any additional information required, may result in disqualification of the vendor for award.
- c. Review of Pre-Award Disclosure. Foothill Transit's contracting officer shall review the disclosure and may request additional information from the vendor. All information given by the vendor, and any other relevant information known to Foothill Transit, shall be used to determine whether an award to the vendor may create an organizational conflict of interest. If any organizational conflict of interest is found to exist, Foothill Transit may (1) disqualify the vendor or (2) determine that it is otherwise in the best interest of Foothill Transit to contract with the vendor and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- d. Post-Award Disclosure. After award, conflict of interest guidelines and policies shall continue to be monitored and enforced. Foothill Transit shall include contract provisions in every contract that require the contractor to make an immediate and full disclosure of any organizational conflicts of interest, real or apparent, that could not reasonably have been known or discovered prior to contract award, which include those that may have arisen after contract award. The disclosure shall include a full description of the organizational conflict(s) and a description of the action(s) the contractor has taken, or proposes to take, to avoid or mitigate the organizational conflict. Foothill Transit may terminate the contract for cause if Foothill Transit determines that the conflict has not been adequately avoided or mitigated or for convenience if it is otherwise in Foothill Transit's best

interest to terminate. If a non-disclosure or misrepresentation of or concerning an organizational conflict is discovered after award of a contract, Foothill Transit may terminate the contract for cause.

- e. Procurements Involving Environmental Documents. In any procurement based or relying on environmental documents prepared by, or in concert with, contractor or consultant support, the procurement documents shall contain a notice identifying which companies and consultants contributed to the documents.

5. Mandatory Disclosures – Federal Awards

Foothill Transit shall timely disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a Federal award to the Federal Transit Administration or other applicable Federal awarding agency.

C. Purchasing Policies

1. Equal Employment Opportunity/Affirmative Action

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

- a. That the vendor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, creed, 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 49 C.F.R. Section 26.13, each such prime contract entered into by Foothill Transit (and each subcontract

a prime contractor enters into 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 that 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.

f. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Areas

Foothill Transit shall take all necessary affirmative steps to assure that minority businesses, women’s businesses, and labor surplus area firms are used when possible. If contractors award subcontracts, Foothill Transit shall require that they take all necessary affirmative steps to assure such firms are used when possible.

g. Prompt Payment to Subcontractors

Foothill Transit shall include in all contracts a requirement that the prime contractor pay its subcontractors on a timely basis. Foothill Transit shall include an obligation in contracts requiring the contractor to comply with laws and regulations, including but not limited to 49 C.F.R. § 26.29, which requires the contractor to pay subcontractors for satisfactory performance not later than 30 days from the contractor’s receipt of payment from Foothill Transit and, if applicable, CA Bus & Prof Code § 7108.5 and CA PCC § 10262.5, which require the contractor to pay subcontractors for satisfactory performance not later than 7 days from the contractor’s receipt of payment from Foothill Transit.

3. Veterans Employment

Foothill Transit shall require contractors working on a capital project funded using Federal assistance to give a hiring preference, to the extent

practicable, to veterans (as defined in 5 U.S.C. § 2108) 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 other appropriate public or private cooperative procurement agency.

5. Open Competition Required

All procurement transactions will be conducted in a manner providing full and open competition. Some 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.

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 procurement document includes all requirements expected of bidders or offerors.

If Foothill Transit establishes any list(s) of prequalified persons, firms, or products to use in acquiring goods and services, Foothill Transit shall

ensure that such lists are current and include enough qualified sources to ensure maximum open competition.

6. Efficient and Economic Purchases

The Director of Procurement will review all proposed procurements to ensure 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 and Brown Act

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

Marking of Documents – Vendors shall clearly designate and mark information deemed confidential, proprietary, or trade secret consistent with California Government Code § 6254.7(d). Proposals, Bids, or Offers that indiscriminately identify all or most of the proposal, bid, or offer as exempt from disclosure without justification (a) will not be sufficient and shall not bind Foothill Transit in any way whatsoever and (b) may be eliminated from competition for the procurement.

Public Records –

a. All Proposals, Bids, or Offers submitted in response to the procurement shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal, bid, or offer 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, at the earlier of the time a recommendation for contract award is made to the Executive Board or a contract is awarded by Foothill Transit.

b. Foothill Transit will not disclose information in a Proposal, Bid, or Offer 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, 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.

c. If a contract award requires Executive Board approval, all Proposals, Bids, or Offers submitted in response to the procurement shall be held on file and be made available to the Executive Board for in-person review in the manner described in section 7.a. above. If the Chief Executive Officer ~~Director~~ determines that information marked as trade secret, confidential, or proprietary should be considered by the Executive Board, the Executive Director shall recommend that the Executive Board hold a closed session to consider and discuss the information. If any of the Executive Board Members deem it necessary to consider confidential, proprietary, or trade secret information not included in the public version of the documents, the Executive Board Member shall seek a closed session for all members to consider the information.

8. Term Limitations

—Rolling Stock and Replacement Parts Procurements

The Director of Procurement will ensure that the term of rolling stock and replacement-part procurements, including the exercise of options, funded with Federal funds will not exceed five (5) years. If Foothill Transit procures rolling stock through a cooperative agreement, Foothill Transit shall obtain a copy of the original agreement and verify that the term of that agreement was for a total period of not more than five years and also that the initial term was not more than two years and had no more than three one-year extensions/options.

Other Procurements

The duration of other contracts must be based on sound business judgment and should contain contract terms no longer than necessary to accomplish the purpose of the contract. For Federally funded contracts that have a term that exceeds five years, Foothill Transit's Director of Procurement shall ensure that the procurement file includes a justification for the period of performance.

9. Revenue Contracts

With the exception of real property lease agreements, 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 LAIF 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, with the obligation to compensate all related parties to the transaction for actual costs incurred if payment is 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.

11. Demonstration Projects for Innovative Products, Approaches, or Technologies

It is in Foothill Transit's best interest to consider proposals for demonstration (pilot) projects. A demonstration project is a short-term, carefully planned, pilot exercise designed to test and evaluate the feasibility and application of an innovative product, approach, or technology not currently used by Foothill Transit. Demonstration projects will allow Foothill Transit to observe and analyze effectiveness and efficiency of the innovative product, approach, or technology without a large commitment of resources. Demonstration projects may be initiated by an unsolicited proposal or by Foothill Transit on its own initiative. A demonstration project may result in a procurement if Foothill Transit determines that the piloted product, approach, or technology should be fully implemented at Foothill Transit.

Demonstration projects may be considered for goods or services. Demonstration projects shall not be considered for public works/construction (as defined in Article 3.5 of the California Public Contract Code) projects or for projects involving Architectural and/or Engineering services. Demonstration projects shall not be considered in connection with

Federal funding unless such funding is specifically authorized for use on such demonstration project.

12. Media Buying Policy

It is in Foothill Transit's best interest to facilitate the timely purchase of communications media to meet Foothill Transit's advertising and related media needs by exempting such purchases from the standard procurement process. Media procurements require geographically and demographically targeted exposure to reach Foothill Transit's ridership, potential ridership, and interested parties. Potential media outlets typically only touch upon 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.

- a. Foothill Transit may facilitate media procurements by authorizing a designated Media Buyer to conduct competitive solicitations for such procurements in a manner consistent with media industry practices. The Media Buyer shall be an outside professional services consultant obtained through the standard procurement process. The Media Buyer shall be responsible for obtaining and analyzing bids from media outlets, negotiating rates and "bonus" space or time, recommending the most efficient and cost-effective media choices to Foothill Transit Communications personnel, and placing media orders on behalf of Foothill Transit with the written approval of the Director of Marketing and Communications.
- b. Media procurements shall be initiated by the Director of Marketing and Communications or his or her designee.
- c. Media procurements conducted without the services of a designated Media Buyer shall be treated as sole source procurements not requiring a justification form.
- d. The purchase of classified advertising of procurement and recruitment notices is excepted and is not affected by this policy.

13. Recovered Materials – Federal Funds

Foothill Transit and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 C.F.R. 200.216, Foothill Transit shall not use Federal loan or grant funds to extend or renew a contract to procure or obtain, or

enter into a new contract to procure or obtain, covered telecommunications equipment. Such covered telecommunications equipment includes (i) any equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of the company or corporation); (ii) equipment that will serve public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, and is video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of the corporation or companies); and (iii) any equipment produced by other entities specified by Federal agencies in accordance with 2 C.F.R. 200.216. Further, Foothill Transit shall not use Federal loan or grant funds to extend or renew a contract to procure or obtain, or enter into a new contract to procure or obtain, systems that use covered telecommunications equipment as a substantial or essential component of any system or as critical technology of any system or covered services. Such covered services are telecommunications or video surveillance services provided by the above-named entities or services provided by others and that use covered telecommunications equipment.

15. [Preference for U.S. Products and Services](#)

a. [Buy America Requirements.](#)

When acquiring rolling stock, steel, iron, or manufactured products using FTA funds or for an FTA-funded project, Foothill Transit will comply with all applicable statutes and regulations implementing the FTA's Buy America requirements. Those statutes and regulations include provisions found at 49 U.S.C. 5323 and 49 C.F.R. Parts 661 and 663. Foothill Transit will also include applicable Buy America requirements in all contracts and other subawards under such projects.

b. [Cargo Preference. Foothill Transit shall comply with all applicable statutes and regulations implementing the shipping requirements of 46 U.S.C. 55305 and U.S. Maritime Administration Regulations "Cargo Preference – U.S.-Flag Vessels" at 46 C.F.R. Part 381. Foothill Transit will also include applicable Cargo Preference requirements in all contracts and other subawards.](#)

c. [Fly America. Foothill Transit shall comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended 49 U.S.C. 40118 and U.S. General Services Administration regulations, "Use of United States Flag Air Carriers" at 41 C.F.R. 301.10-131 through 301-10.143. Foothill Transit will also include applicable Fly America requirements in all contracts and other subawards.](#)

d. Limitation on Certain Rolling Stock Procurements. Foothill Transit will comply with the limitation on certain rolling stock procurements at 49 U.S.C. 5323(u).

16. Restrictions on Lobbying and Contacts

a. Restrictions on Lobbying and Contacts with Foothill Transit Board. Upon the issuance of a solicitation and until the date of the award of the contract, Foothill Transit shall prohibit persons and entities (including bidders/offerors, prospective bidders/offerors, prospective subcontractor, prospective subconsultant, or subcontractor, subconsultant or team member of the bidder/offeror, or officer, employee, representative, agent of any of the forgoing persons or entities) from contacting any member of the Foothill Transit Governing Board or his or her personal staff through any means whatsoever, or engaging in any discussion with such Foothill Transit Board member or his or her personal staff, regarding the solicitation, the evaluation or selection process, or the contract award. Any such contact shall be grounds for the disqualification of the bidder/offeror.

b. Restrictions on Lobbying and Contacts with Foothill Transit Staff. Upon the issuance of a solicitation and until the date of the award of the contract, Foothill Transit shall also require the persons and entities described in (a) above to limit their communication with Foothill Transit employees to a written clarification and amendment process. During that time period, any such person or entity is precluded from having any communications regarding the solicitation, the evaluation or selection process, or the award of the contract with Foothill Transit employees other than Foothill Transit's procurement staff. Any such unauthorized communication shall be grounds for the disqualification of the bidder/offeror.

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 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, Request for Qualifications, and Sole Source procurements. 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 Procurement Decision Matrix.

2. Contract Type

The rationale for selecting the contract type (such as fixed price, cost reimbursement, or time and materials) will be developed by the Project Manager, Director of Procurement and Counsel, and will be recorded by the Director of Procurement. Foothill Transit shall select the contract type in accordance with the requirements and prohibitions stated in Chapter VI, Section L.

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 is completed as required under Chapter III, Subchapter O. The Director of Procurement will ensure that documentation of the cost or price analysis is included in the procurement file.

E. Internal Controls – Federal Awards

Foothill Transit shall establish, maintain, and evaluate its internal procurement and contract management controls to provide reasonable assurance that Foothill Transit is managing its Federal awards in compliance with Federal law and the terms and conditions of the award. Foothill Transit's controls shall also safeguard personally identifiable and sensitive information.

F. Federal Awarding Agency Review

Foothill Transit shall comply with the requirements of 2 C.F.R. 200.324 regarding Federal awarding agency review of technical specifications on proposed procurements and pre-procurement review of procurement documents on all Federally-funded procurements, unless exempt under Federal regulation.

G. Record Collection, Transmission, Storage, Retention and Access

Whenever practicable, Foothill Transit shall collect, transmit, and store Federal award-related information in open and machine-readable formats (*i.e.*, searchable .pdf files) rather than in closed formats or on paper.

Foothill Transit shall maintain financial records, supporting documents, statistical records, and all other records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

Foothill Transit shall provide FTA, Inspectors General, the Comptroller General of the United States, and any pass-through entity (if applicable), or any of their authorized representatives, the right of access to any documents, papers, or other records of Foothill Transit which are pertinent to a Federal award, in order to make audits, examinations, excerpts, and transcripts, in accordance with applicable Federal regulations.

H. Responsible Contractor

Before awarding a contract, Foothill Transit shall determine that a prospective contractor is responsible. Bidders, offerors, or proposers may be asked to provide any information required to determine the responsibility of the prospective contractor.

1. A responsible contractor 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.
 - 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, Foothill Transit's debarment list, or other system(s) as determined by Federal, state or local governments, 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 chambers 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. If appropriate, prospective contractors will be required to provide financial information to determine if the contractor has financial resources adequate to perform the contract, or the ability to obtain them.
 - i. The past performance of prospective contractors will be checked by contacting references using a list of standard questions, and responses will be documented.
 - j. In certain cases, such as bus procurements, site visits may be conducted to validate the manufacturing capabilities of the prospective 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 signed until the contractor has been determined to be responsible.
 - 5. The Director of Procurement will ensure that a pre-approved form is utilized and completed by the Procurement Department 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.

CHAPTER III – PROCUREMENT PROCEDURES

Subchapter A – Procurement by Micro Purchases

A micro purchase is an informal procurement method used for acquiring goods or services (excluding public works projects) that total \$10,000 or less. Foothill Transit has deemed this micro-purchase threshold to be appropriate based on Federal requirements, state requirements, potential risks to Foothill Transit, these procurement procedures, and typical Foothill Transit purchases. Purchases that total \$10,000 or less may be made without obtaining competitive quotations if it is determined by the Department Director that the price to be paid is fair and reasonable. The Department Director will document the basis for this determination.

Micro purchases should be distributed equitably among qualified suppliers, and the splitting of purchases to avoid the requirements of competition above the micro purchase threshold is prohibited. The Director of Procurement has the authority to review micro purchases to ensure that such purchases are being distributed among qualified suppliers and are not being split to avoid competition requirements.

Micro purchases made with purchase cards must conform to these policies and procedures as well as any other procedures that Foothill Transit establishes for such purchases.

Subchapter B – Small Purchases

A small-purchase procurement is an informal procurement method used for acquiring (i) public works (including construction) projects valued at \$6,500 or less; or (ii) goods or services that exceed \$10,000 but do not exceed \$100250,000. Foothill Transit has deemed these small-purchase thresholds to be appropriate based on Federal requirements, state requirements, potential risks to Foothill Transit, these procurement procedures, and typical Foothill Transit purchases.

Foothill Transit shall obtain written quotations from an appropriate number of vendors to provide adequate competition. Based on Foothill Transit's long history of procurements, it has determined that obtaining quotations from three (3) vendors will generally provide adequate competition. If the Department Director determines that more or fewer quotes is necessary for adequate competition, the Department Director shall provide information on the basis for that determination in the procurement file. The responsibility for soliciting quotations rests with the Procurement Department. Appropriate documentation, including a list of the vendors contacted, the quotes received, and a determination by the Procurement Department that the price is fair and reasonable (supported by a cost or price analysis) will be included in the Procurement File. If the lowest priced vendor is not chosen, the documentation will include a technical justification for the selection of other than the lowest-priced vendor. Foothill Transit may not divide or reduce the size of a procurement to avoid additional procurement requirements applicable to larger acquisitions.

Foothill Transit's use of small-purchase procedures does not affect its obligation to include certain provisions in the subject contract. Foothill Transit will review each contract proposed for award under these procedures to confirm it includes clauses required by state and Federal law and regulation.

Subchapter C – Invitation for Bids (IFB)

A. General

An Invitation for Bids (IFB), also called a sealed-bid procurement, is a formal procurement method used for acquiring public works (including construction) projects valued at \$6,500 or more, and, if appropriate, purchases of goods and services whose cumulative value will exceed \$~~100~~250,000. 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 and otherwise qualified suppliers/sources 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 procurement 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/or 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 work 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 procurement 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

The Executive Board must approve the issuance of an Invitation for Bids (IFB) when the estimated cost of the project or base term for goods or services exceeds ~~\$100~~250,000. The Project Manager shall prepare the Board Report seeking authorization to issue the IFB. The Board Report may include a draft of the IFB existing at the time of the preparation of the Board Report. All IFBs will be prepared by the Procurement Department and will be advertised on Foothill Transit’s website in sufficient time prior to the date set for bid closing. [The Director of Procurement will ensure that the IFB is made available to an adequate number of qualified sources to ensure fair and open competition](#) Notice of IFBs for public works/construction projects also 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 obtain a copy of the 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. The 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 (Bid Forms) – Required forms to be completed by the bidder and submitted with the bid.
3. Exhibits – These can be documents that 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. Contract Terms – These are the general terms and conditions and other provisions (e.g., contract time, special terms of the resulting contract; any modifications to general terms and conditions; milestones; and special payments procedures) that will form the basis of the contract between Foothill Transit and the successful bidder.
5. Specifications and/or Scope of Work – Each IFB will contain specifications and/or a scope of work prepared by the Project Manager that provides a clear and accurate description of the technical requirements for the materials, products, or services being procured. The specifications and/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 specifications and/or scope of work should address the following areas:
 - a. The specific goods or objectives of the contemplated work.
 - b. A detailed description of the necessary characteristics of the goods or the work to be performed outlining various tasks or phases of work, and defining the limits of the proposed project.

- c. A proposed delivery schedule.

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 IFB 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 IFB. Unless otherwise specified in the IFB documents, attendance by potential bidders is not mandatory. 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 bid response.
2. Discussion on the participation requirements for disadvantaged business enterprises (DBE), if applicable.
3. Discussion on the specifications and/or scope of work. The Project Manager should be available to answer technical questions.
4. Provide project schedule.

H. Addenda 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. If a material change, addition, or deletion to the IFB is being made, and less than 72 hours are remaining until bid opening, the scheduled bid opening time must be extended by at least 72 hours. 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

IFBs 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 IFB would be of such magnitude that a new invitation is desirable). When an IFB 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 IFBs were issued.

The notice of cancellation shall identify the IFBs; briefly explain the reason the IFB 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 IFB 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 IFB 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 timeliness of bids is the sole responsibility of the bidder. Bids received after the date and time specified in the IFB 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 its 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 a bidder in preparing its bid confers no right of withdrawal of the bid after such bid has been opened. Following bid opening, no bid may be withdrawn for the time period specifically set forth in each IFB.

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, and the IFB number. The Director shall sign the envelope. 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 Procurement Department. The original bids may not be removed from the Procurement Department office except for official review and evaluation by Foothill Transit 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.7 of Chapter II. The results of the bid opening 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 photographic images or reproductions of time-stamped packages, shall be retained for the official files.

M. Recording of Bids

The IFB 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 IFB 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 a reasonable time period after bid opening.

The IFB file shall show the distribution that was made and the date thereof. The names and addresses of prospective bidders requesting the IFB 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 IFB. 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 waiver is 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 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 requested in the solicitation, multiple or alternate 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 IFB, 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 that modify requirements of the IFB. 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 IFB, conditions or qualifies the bid by stipulating that the bid is to be considered only if, prior to date of award, bidder receives (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 IFB.
- 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. 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 IFB.
- 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 disclosure of bid prices.
- 4. As a general rule, after opening, an IFB should not be canceled and re-advertised due solely to increased requirements for the items being procured. Award should be made on the IFB and the additional quantity should be treated as a new procurement.
- 5. IFBs may be canceled after opening but prior to award, and all bids rejected, where such action is consistent with Federal and State procurement regulations. A written determination must be included in the IFB 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 IFB.
 - b. The supplies or services are no longer required.
 - c. The IFB 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 may be reported to Foothill Transit's Counsel.
 - g. The bids received did not provide competition that 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.

U. Rejection of Individual Bids

- 1. Any bid which fails to conform to the essential requirements of the IFB, 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 that modify requirements of the IFB. 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 IFB, conditions or qualifies the bid by stipulating that the bid is to be considered only if, prior to date of award, bidder receives (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.
- 3. Bids received from any person or firm debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired.

4. 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.
5. 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.
6. 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.
7. 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.

V. 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.

If Executive Board approval is not required, 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 Executive Board approval is required, Foothill Transit will notify the recommended successful bidder and the unsuccessful bidders of the recommendation at the same time as the publication of the Board agenda.

Notification to successful and unsuccessful bidders will be made by over-night delivery or email. Bid security of an unsuccessful bidder will be returned or otherwise made available for return in a reasonable period of time, but in no event shall that security be held by Foothill Transit beyond 60 days from the time the award is made, except with the consent of the affected bidder.

W. Final Award

If Executive Board approval is required for award, the Project Manager shall prepare the Board Report, in consultation with the Director of Procurement. The report shall describe the procurement and bid evaluation process and include a bid tabulation chart of all bidders and prices received and describe the services or goods being procured.

Executive Board approval of the award, if required, shall authorize the Executive Director to negotiate final terms and conditions and enter into an agreement with the successful bidder. The contract will be reviewed by 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 signed. The Director of Procurement will ensure that the contract is signed at the approval level required in these procedures.

Each contract will be signed by Foothill Transit and the contractor. As used in this Policy and Procedures Manual, the word “signed” shall be deemed to include original “wet” ink signatures and portable document format (.pdf) or electronic signatures.

If wet ink originals are obtained, the Procurement Department will maintain an original of the contract for the procurement file and if requested by the contractor, will distribute one original to the contractor. Copies will be distributed to Counsel, the procurement file, and the Project Manager and, if necessary, to the contractor.

Prior to signing a contract containing only a .pdf or electronic signature of the contractor, Foothill Transit shall ensure that the contract includes language confirming that .pdf or electronic signatures are permissible and have the same force and effect as originals for all purposes. If the contract does not contain this language, Foothill Transit shall ensure that the contract and each amendment or modification thereto is signed with a wet-ink signature.

X. Project Completion

All original documentation related to each procurement such as the IFB, Bid, control record, board report, background data, bid tabulation chart of all bidders and prices received, 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

A Request for Proposals (RFP) is a formal procurement method used for acquiring services (see Subchapter E 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 offerors' 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. Specifications and/or scope of work.
5. Project schedule.
6. Proposal requirements.
7. Criteria for selection.
8. Payment terms.

C. Issuance of RFP

The Executive Board must approve the issuance of a Request for Proposals (RFP) when the estimated cost of the project or base term for goods or services exceeds ~~\$400~~250,000. The Project Manager shall prepare the Board Report seeking approval of the issuance of the RFP. The Board Report may include a draft of the RFP existing at the time of the preparation of the Board Report. All RFPs will be prepared by the Procurement Department and will be advertised on Foothill Transit's website in sufficient time prior to the date set for proposal receipt. 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 obtain a copy of the 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. Foothill Transit may require proposers to raise exceptions to the contract terms on penalty of waiver of such exceptions during contract negotiation.
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. Contract Terms – These are the general terms and conditions and other provisions (e.g., contract time, special terms of the resulting contract; any modifications to general terms and conditions; milestones; and special payments procedures) that will form the basis of the contract between Foothill Transit and the successful Proposer.
5. Specifications and/or Scope of Work – Each RFP will contain specifications and/or a scope of work prepared by the Project Manager that provides a clear and accurate description of the technical requirements for the materials, products, or services being procured. The specifications and/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 specifications and/or scope of work should address the following areas:

- a. The specific goods or objectives of the contemplated work.
- b. A detailed description of the necessary characteristics of the goods or 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. Control Record

1. A control record will be maintained by the Procurement Department as RFP packets are distributed to prospective proposers. 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 the RFP documents, attendance by prospective proposers is not mandatory. The list of attendees will be issued to all prospective proposers.
2. The pre-proposal conference shall be chaired by the Director of Procurement or his or her designee 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 specifications and/or scope of work. The Project Manager should be available to answer technical questions.
- d. Conclude by announcing when and where the proposals are due and by restating any specific limits on proposals (page length, etc.).

G. Addenda to the RFP

- 1. If after issuance of the RFP, 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 addendum 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 or telephone. Such notification should be confirmed in the addendum. The addendum 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 addendum to the RFP if such information is necessary to proposers in submitting proposals or if the lack of such information would be prejudicial to uninformed proposers. No award shall be made on the RFP unless such addendum 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 an RFP shall:
 - a. Be serially numbered and dated.
 - b. Include the number, date, and a description of the RFP at issue.

- 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 addendum.

H. Cancellation of the 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 addenda 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 RFPs 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 its 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 a proposer in preparing its proposal confers no right of withdrawal of the proposal after such proposal has been opened. The RFP shall set forth the time period within which proposals must remain open following the date set for receipt of proposals. Unless justified by the circumstances of a particular procurement, the RFP shall provide that proposals remain open for a period of 120 days following the date set for receipt of proposals.

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 shall be 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 weighing) 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. (If conducting a qualifications-based procurement, i.e., an RFQ, price is excluded as an evaluation factor.). The RFP will set forth the particular method by which 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 the Director of Procurement’s discretion, be corrected 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 the Director of Procurement.
3. Proposals that “pass” the “pass/fail” test are evaluated using the procedures set forth in this section.
4. An evaluation committee for each RFP will be recommended by the Director of Procurement in consultation with the Project Manager and appointed by the Chief Executive Director/Officer. In appointing individuals to the Evaluation Committee, the Chief Executive Director/Officer will consider the nature of the procurement and the appropriate expertise of the individuals recommended for appointment.
5. A date and time for an evaluation meeting will be set.
6. Members of the Evaluation Committee shall be familiar with the content of the RFP. Any questions on the RFP or documentation furnished by a proposer shall be addressed to the Director of Procurement prior to initiation of evaluations.
7. The Evaluation Committee shall first perform a technical evaluation of each proposer’s proposal using the evaluation score sheets provided by the Director of Procurement.

8. Upon compilation of the Evaluation Committee's initial scores, the Director of Procurement shall review the scores, determine whether discussions are necessary or if award may be made based on initial proposals, and if discussions are to be conducted, define the competitive range and determine which proposers fall within the competitive range for purposes of conducting discussions.
9. The competitive range shall be defined based on the evaluation factors and criteria set forth in the RFP and shall include all proposals that have a reasonable chance of being selected for award. The competitive range shall not be used to unfairly eliminate proposers. If discussions are conducted with one proposer, discussions must be conducted with all proposers within the competitive range.
10. Discussions after receipt of initial proposals is not required in the following cases:
 - a. The Director of Procurement determines that evaluation and award may be made based on initial proposals alone;
 - b. Procurement is for supplies for which prices or rates are fixed by law or regulation;
 - c. Time for delivery will not permit discussions; or
 - d. 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 may conduct oral discussions with all proposers 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 those proposers who have been determined to be within the competitive range.
 - b. Verbally at the meeting and in written form advise proposers of deficiencies in their proposals so that the proposers are given an opportunity to satisfy Foothill Transit's requirements.

- c. Attempt to resolve any uncertainties concerning the proposer's technical proposal and other terms and conditions of the proposal.
 - d. Resolve any suspected mistakes by calling such mistakes to the proposer's attention as specifically as possible without disclosing information contained in other proposals or regarding the evaluation process.
 - e. Provide the proposer 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 a proposer bring its proposal up to the level of other proposals through successive rounds of discussion, such as pointing out weaknesses resulting from the proposer'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 a proposer the cost or price that it must meet to obtain further consideration.
 - ii. Advising a proposer of its price standing relative to another proposer; however, it is permissible to inform proposer that its cost or price is considered by the Evaluation Committee to be too high or unrealistic.
 - iii. Otherwise furnishing information about other proposer's prices.

N. Request for Best and Final Offer (BAFO)

- 1. Upon completion of discussions, Foothill Transit may make a selection for contract award without requesting BAFOs 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 BAFOs shall be confirmed in writing.
- 2. BAFOs must be submitted in accordance with written procedures received from Foothill Transit advising proposers that:

- a. Negotiations are being concluded.
- b. Proposers are being asked for their “best and final” offer, not merely to confirm or reconfirm prior offers.
- c. Any revision or modification of proposals must be submitted by the date specified.

O. Recommendation for Contract Award

1. Following the review of the initial proposals, results of discussions, and/or BAFOs by the Evaluation Committee, the Director of Procurement shall consolidate the cost and technical evaluations and all score sheets along with the Committee’s comments and recommendations.
2. After reviewing the evaluations and recommendation made by the Evaluation Committee, the Chief Executive Director-Officer shall make a determination of the recommendation for contract award.

P. Award of the Contract

1. After evaluation of proposals in accordance with the criteria set forth in the RFP, the contract shall be awarded to the proposer whose proposal is most advantageous to Foothill Transit, price and other factors considered.
2. If Executive Board approval is not required, 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 Executive Board approval is required, Foothill Transit will notify the recommended successful proposer and the unsuccessful proposers of the recommendation at the same time as the publication of the Board agenda.
3. Notification to unsuccessful and successful proposers will be made by over-night delivery or email.

Q. Final Award

1. If Executive Board approval is required for contract award, the Project Manager, in consultation with the Director of Procurement, shall prepare the Board Report. The Board Report shall describe the procurement and evaluation process, set forth the evaluation scores for each proposer, describe the services or goods being procured, include a tabulation chart of all proposers and prices received, and contain the Chief Executive Director’s-Officer’s determination of the recommendation for contract award.
2. The Executive Board shall vote to accept or reject the Chief Executive Director’s-Officer’s determination of the recommendation for contract

award. If the Executive Board rejects the Executive Director's recommendation for contract award, the Executive Board shall state the reason(s) for rejecting the recommendation and take one of the following actions: (1) choose another proposer using the same evaluation criteria set forth in the RFP; or (2) direct re-solicitation of proposals.

3. If the Executive Board elects to choose another proposer, each Executive Board member shall become familiar with the content of the final RFP. Any questions regarding the RFP, the Proposals, or any documentation furnished by a proposer shall be addressed to the Director of Procurement prior to the Executive Board's initiation of evaluations. Each Executive Board Member shall perform a technical evaluation of each proposer's Proposal using evaluation score sheets substantially similar to those used by the Evaluation Committee, which will be provided by the Executive Board Chair, who may be assisted by the Director of Procurement. All Executive Board Members' evaluations shall be performed in accordance with these policies and procedures, the RFP, and applicable regulations and laws. The Executive Board Chair, with the assistance of the Director of Procurement, shall then review the scores and determine the successful proposer for contract award.
4. Executive Board approval of contract award shall authorize the **Chief Executive Director-Officer** to negotiate final terms and conditions and enter into an agreement with the successful proposer. The contract will be reviewed by 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 signed. The Director of Procurement will ensure that the contract is signed at the approval level required in these procedures.
5. Each contract will be signed by Foothill Transit and the contractor. As used in this Policy and Procedures Manual, the word "signed" shall be deemed to include original "wet" ink signatures and portable document format (.pdf) or electronic signatures.

If wet ink originals are obtained, the Procurement Department will maintain an original of the contract for the procurement file and if requested by the contractor, will distribute one original to the contractor. Copies will be distributed to Counsel, the procurement file, and the Project Manager and, if necessary, to the contractor.

Prior to signing a contract containing only a .pdf or electronic signature of the contractor, Foothill Transit shall ensure that the contract includes language confirming that .pdf or electronic signatures are permissible and have the same force and effect as originals for all purposes. If the contract does not contain this language, Foothill Transit shall ensure that the

contract and each amendment or modification thereto is signed with a wet-ink signature.

R. Debriefing of Unsuccessful Proposers

1. When a contract is to be awarded on some basis other than price alone and an unsuccessful proposer submits to the Director of Procurement a written request for a debriefing within a reasonable time, Foothill Transit shall provide a debriefing. Foothill Transit shall provide the debriefing at the earliest time after a final determination is made regarding contract award. 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.

S. 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**

- A. Special, formal procedures will be used for competitive negotiation procedures for the qualifications-based procurement of Architectural and Engineering (“A/E”) services and related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services. An RFQ 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. 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 can only be used in procurement of the above services. It 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 submittal 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 Chief Executive Director-Officer to review eligible firms and all responses to the RFQ.
 - 2. The Evaluation Committee will evaluate eligible firms based on factors and criteria set forth in the RFQ, which may include the following:
 - a. Professional qualifications for performance of the required services;
 - b. Specialized experience and technical competence in the type of work required;
 - c. Experience and professional qualifications of the firm’s staff to be assigned to the project;
 - d. Location of the main office of the proposing firm and its consultants (provided such consideration does not unduly limit competition);
 - e. Analysis of the firm’s current workload and capacity to accomplish the work in the required time; and
 - f. Overall performance record of the firm.
 - 3. The Evaluation Committee will hold discussions with the most highly qualified firms (“short list”).

4. The Evaluation Committee will prepare a selection report for the Chief Executive ~~Director-Officer~~ 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 Chief Executive ~~Director-Officer~~ to review the basis upon which the recommendations were made. The Chief Executive ~~Officer-Director~~ shall not add firms to the selection report. If recommended firms are deemed to be unqualified or the report is inadequate, the Chief Executive ~~Director-Officer~~ 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 Chief Executive ~~Director-Officer~~ from a list of the most highly qualified firms prepared by the Evaluation Committee. The Chief Executive ~~Officer-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 price. 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 are 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 shall be documented and placed in the file.
12. The contract shall be monitored to ensure that expenditures and payments are commensurate with performance and meet 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. A sole source procurement is a noncompetitive procurement method. 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 micro purchase threshold must be documented as to the reasons why only one supplier is acceptable. Purchases under \$10,000 are considered micro purchases and are exempt from the requirement to obtain competitive quotes or process a sole source justification. The Director of Procurement will ensure that the Project Manager utilizes the Procurement Department's sole source form 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 Chief Executive Director-Officer 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. A 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 contractor 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 highly specialized equipment and major components thereof, when it is likely that award to another contractor 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 publicizing a 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 contact sources that chose not to submit a bid or proposal to inquire the reasons for not submitting 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 signed 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 a pre-approved form relating to cost analysis is utilized and completed by the Project Manager for each sole source procurement action undertaken by Foothill Transit. The Director of Procurement will also ensure that the completed template is included in the procurement file.

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, and 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 Chief Executive ~~Director-Officer~~ and/or the Deputy Chief Executive ~~Director-Officer~~ 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 such 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 – Bilateral Changes and Unilateral Change Orders

- A. A change to a contract 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. A contract may not be changed 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 agree to a bilateral change to the contract 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 changes must be within the scope of the original contract and agreed to by Foothill Transit in advance of work being conducted by the contractor. In addition, Foothill Transit shall have the unilateral right, based on a clause contained in each contract, to issue an immediate, unilateral change order and negotiate cost and price for time and materials after the issuance of the change order.
- C. A change 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.
- D. All proposed bilateral changes 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.
- E. Verification of Bilateral Changes

The Director of Procurement will verify all bilateral changes under the following procedures:

- 1. The Project Manager and the Director of Procurement will review the proposed contract amendment that will incorporate the change 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 price or 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 bilateral changes for each individual contract shall be monitored by the Director of Procurement.

E. Issuance of Unilateral Change Orders

The Chief Executive Director-Officer will issue unilateral change orders under the following procedures:

1. The Project Manager will draft the proposed change order.
2. The Director of Procurement will review the proposed change order and determine whether it is within the scope of work for the project of the original contract.
3. If the proposed change order 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.
4. The Chief Executive Director-Officer shall review and issue the change order if he or she approves of the proposed change order.
5. After issuance of the proposed change order, the Project Manager shall commence negotiation of cost and price of the change order.

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. An existing contract is not a State or local government purchasing schedule or purchasing contract. The use of “tag-ons” (the addition of work, supplies, equipment, or services) by Foothill Transit that are 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. The underlying contract complies with applicable requirements and includes an assignability clause with a clear right to assign and that the quantities that will be purchased are allowable under the original contract terms.
 - a-c. The domestic content requirements in the original contract meet the current requirements.
 - d. 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.
 - 2. Prior to using the contract options held by another, Foothill Transit shall obtain a complete procurement file for the underlying procurement from the assigning entity.

- 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 periods 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. The Director of Procurement will also ensure that responsibility checks are carried out on any option exercise.

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 cooperative purchasing agreements such as California Multiple Award Schedules (CMAS), National Association of State Procurement Officials (NASPO) ValuePoint, Sourcewell cooperative contracts, and other cooperative purchasing methods, including purchasing schedules, both federal and from other states. These offer goods and services to various 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 CMAS, 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

Federal funds may be used for certain types of cooperative purchases. Foothill Transit shall consult with Counsel prior to initiating a cooperative purchase using Federal funds. Federal law requires that any cooperative purchase contract using Federal funds be limited as follows: (1) the initial contract term may not be for more than two (2) years; (2) the contract may not include more than three (3) optional extensions for terms of not more than one (1) year each; and (3) the contract may not be in effect for a total period of more than five (5) years, including each extension.

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 may jointly procure goods and services with other entities. When obtaining goods or services in this manner using Federal funds, 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 any procurement [action \(including sole-source awards, contract modifications, and change orders\)](#) over the micro purchase threshold.

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.

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.

B. Non-Construction Projects, Goods, or Services

Cost estimates for non-construction projects, goods, or services will be developed by the Project Manager as part of the development of procurement 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 the individual preparing the estimate. The Director of Procurement will ensure that the estimates are prepared prior to the issuance of procurement documents.

C. Use of Form

The Director of Procurement will ensure that the Project Manager for each procurement action undertaken by Foothill Transit uses and completes a standard form approved by the Director of Finance. The Director of Procurement will also ensure that the completed form is included in the procurement file.

Subchapter O – Price or Cost Analysis

- A. Foothill Transit shall conduct a price or cost analysis in connection with every procurement action ~~in excess of the micro purchase threshold~~, including contract modifications. In most cases, the analysis may be limited for micro purchases and abbreviated for small purchases. If a valid price analysis cannot be completed, a cost analysis of the bid price may be conducted.

1. **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.

Price analysis may be accomplished through one or more of the following activities:

1. Adequate price competition (exists when two or more responsible offerors compete independently and submit proposals deemed responsive to a solicitation, and there is no evidence that competition was restricted or that the lowest price is unreasonable).
2. Comparison to prices set by law or regulation, established catalog prices, or established market prices.

Prices Set by Law or Regulation should be established by a copy of the applicable rate schedules.

Established Catalog Price is a price included in a catalog, price list, schedule, or other form that (1) is regularly maintained by a manufacturer or vendor, (2) is published or made available for inspection by customers, and (3) states prices at which sales are currently or were last made to a significant number of buyers from the general public.

Established Market Price is a current price established in the usual and ordinary course of business between buyers and sellers free to bargain. A market price must be verified by buyers and sellers who are independent of the offeror.

3. Comparison to previous purchases (need to account for changes in quantity, quality, delivery schedules, and the economy, and analyze each differing situation through trend analysis; need to ensure that previous price was fair and reasonable).
4. Comparison to a valid independent cost estimate.
5. Value analysis.

2. **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. As compared to price analysis, cost analysis involves a more detailed review of the offeror's proposal and can be used where Foothill Transit has less assurance of a fair and reasonable price.

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.

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 Federal guidelines?
2. Is the cost allocable to the particular project?; and

3. Is the cost reasonable?

A cost analysis conducted in support of a Federally-funded procurement action must comply with the cost principles set forth in 2 C.F.R. Part 200, Subpart E.

- B. The purpose of the price or cost 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 signed until a fully detailed and documented analysis is completed and made a part of the appropriate procurement file.
- C. 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.
- D. The Director of Procurement will ensure that a pre-approved form is utilized and completed by the Project Manager for each cost or price analysis. The Director of Procurement will also ensure that the completed form is included in the procurement file.
- E. Foothill Transit shall negotiate profit as a separate element of the price for each Federally funded contract where there is no price competition and in all cases where a cost analysis is performed. Establishment of a fair and reasonable profit must take into consideration the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- F. For each Federally funded contract which includes price or cost elements based on incurred or estimated costs, Foothill Transit shall ensure that the contract provides that payment of incurred or estimated costs is only permitted if such costs would be allowable for Foothill Transit under the Federal award.

Subchapter P – Design-Build Contracts

Public Contract Code §§ 22160, *et seq.*¹ provides state law authority for design-build procurements. Subject to changes in applicable law, the design-build method of project delivery may be used for transit capital projects with a projected contract award of \$1,000,000 or more. These are complex procedures requiring careful analysis and reviews as to their applicability and the specific procedures to be followed.

¹ California Pub. Con. Code § 22169 is effective only until January 1, 2025, and remains subject to further legislative amendments.

Subchapter Q – Demonstration (Pilot) Projects for Innovative Products, Approaches, or Technologies

A demonstration project is a short-term, carefully planned, pilot exercise designed to test and evaluate the feasibility and application of an innovative product, approach, or technology not currently used by Foothill Transit. Demonstration projects will allow Foothill Transit to observe and analyze effectiveness and efficiency of the innovative product, approach, or technology without a large commitment of resources. Demonstration projects may be initiated by an unsolicited proposal or by Foothill Transit on its own initiative. A demonstration project may result in a procurement if Foothill Transit determines that the piloted product, approach, or technology should be fully implemented at Foothill Transit.

Demonstration projects shall not be considered for public works/construction (as defined in Article 3.5 of the California Public Contract Code) projects or for projects involving Architectural and/or Engineering services. Demonstration projects shall not be considered in connection with Federal funding unless such funding is specifically authorized for use on such demonstration project.

A. Preliminary Discussions

Foothill Transit may engage in preliminary discussions with a vendor to explore the feasibility of a proposed demonstration (pilot) project. Discussions are not negotiations for the award of a contract. A summary of these discussions shall be documented and retained in the contract file.

B. Determination

Prior to entering into negotiations for the award of a contract for a demonstration project, the ~~Chief Executive Officer~~~~Director~~ shall make a determination stating that:

1. Testing or experimentation is advisable to evaluate the service or reliability of an innovative product, approach, or technology;
2. The product, approach, or technology cannot be reasonably acquired for evaluation through a competitive solicitation;
3. The product, approach, or technology is not currently in use by Foothill Transit;
4. The results of the demonstration project shall be documented and made publicly available on Foothill Transit's website upon its conclusion;
5. There is an intent to competitively acquire the product, approach, or technology if, after testing and evaluation, a decision is reached to continue its use within Foothill Transit; and

6. Any outside funding relied upon to justify the award of the contract pursuant to this subchapter has been documented.

C. Notice of Intent

1. Notice of intent to enter negotiations for a demonstration project shall be published on Foothill Transit's website for at least seven days before entering into negotiations with the vendor. The notice shall remain on Foothill Transit's website until expressions of interest are due.
2. Such notice shall include: (i) title and/or brief description of the goods or services to be procured; (ii) name of the proposed vendor; (iii) a summary of the determination made pursuant to subsection B above; (iv) how vendors may express their interest in providing such goods or services; and (v) the due date for expressions of interest, which shall be no sooner than five days after the posting of the notice.

D. Evaluation of Interest

Upon evaluation of expressions of interest received, if any, the Chief Executive Director-Officer shall make a determination of how to proceed, which shall include the basis for such determination. Where it appears that the product, approach, or technology is already competitively available in the marketplace, the Chief Executive Director-Officer may determine that a competitive solicitation may be issued; or, if it appears that the product, approach, or technology can be reasonably evaluated using short-term contracts with more than one vendor, the Chief Executive Director-Officer may determine that negotiations to establish such demonstration projects may be conducted with more than one vendor; or negotiations may proceed with the single vendor originally identified.

E. Negotiations

After completing negotiations, the Chief Executive Director-Officer shall award the contract if it is determined that the award will be in Foothill Transit's best interest and that the price is fair and reasonable.

F. Award

The Chief Executive Director-Officer has the authority to award a demonstration project contract under \$100,000. A demonstration project contract of \$100,000 or more must be awarded by the Executive Board.

G. Contract Term

Contracts for demonstration projects should be for a term that is reasonable both to conduct the demonstration and to determine its effectiveness. The term of the demonstration project shall not exceed one (1) year, unless the Chief Executive Director-Officer determines that the effectiveness of the product, approach, or technology cannot be evaluated in one (1) year.

In order to enter into a multi-year contract, the Chief Executive Officer-Director shall make a determination setting forth with specificity:

1. Why the effectiveness of the product, approach, or technology cannot be evaluated in one (1) year; and
2. How the proposed term of the contract was determined. In making such determination, the Chief Executive Officer-Director may consider whether it would be in Foothill Transit's best interest to ensure that no break in the provision of services occurs at the end of the demonstration project, if successful. If the Chief Executive Officer-Director makes such a determination, the Chief Executive Officer-Director should establish an initial term that is long enough to allow for the subsequent solicitation of those services at the conclusion of the project's evaluation.

H. Notice of Award

1. Award of contracts pursuant to this Subchapter shall be published on Foothill Transit's website in a location that is accessible by the public following award of the contract.
2. Such notice shall include: (i) title and/or brief description of the goods or services procured; (ii) name of the vendor; (iii) dollar value of the contract; (iv) the date of the published notice of intent to enter into negotiations for the award of a contract from a demonstration project; (v) a summary determination of the basis for the demonstration project; and (vi) the term of the contract and the date before which Foothill Transit will determine whether to competitively acquire or discontinue use of the product, technology, or approach.

I. Conclusion of Demonstration Project

At the conclusion of the demonstration term, based upon documented results of the project, Foothill Transit shall make a determination, including the reasons therefore, whether to competitively acquire or to discontinue the use of the product, approach, or technology.

CHAPTER IV – PURCHASE ORDERS

A. Purchase Order Process / Requirements

1. Purchase Orders can be issued for the purchase of good 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); 2) Purchase Orders (PO); and 3) 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 existing contract. The Contract Purchase Order number is the same as the existing contact number preceded with “KPO” and 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 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 signed 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 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 processed for payment.

CHAPTER V – VENDOR PROTEST PROCEDURES

A. Purpose

The purpose of this Chapter 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 submitted by a party that 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), a proposal submitted by a proposer in response to a Request for Proposals (RFP), or a submittal submitted by an offeror in response to a Request for Qualifications (RFQ).
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 a 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 8:30 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 procurement documents must be filed no later than five calendar days prior to the scheduled bid opening or deadline for submittal or 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 the earlier of five calendar days after: (a) Foothill Transit's issuance of notice of intent to award the contract, if Board approval of the contract is not required; (b) Foothill Transit's publication of the Board agenda containing the Chief Executive Director's Officer's recommendation for contract award, if Board approval of the contract is required; or (c) Board award of the contract, if the Board awards to a proposer other than the proposer recommended for award by the Chief Executive Director Officer. 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.

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 submittal 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. Effect of Protest on Procurement Actions

1. Upon receipt of a timely protest regarding either the solicitation process of the procurement 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 of 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 Counsel, a recommendation shall be made to the Foothill Transit Chief Executive Officer~~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 Chief Executive Director~~Officer~~ shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the Foothill Transit Chief Executive Director~~Officer~~ 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. Limited Appeals to Federal Transit Administration Appeals (Only if Federal funds are used in the procurement)

1. Foothill Transit protest decisions may be appealed to FTA only as permitted by Federal standards, including the U.S. Department of Transportation's adoption of 2 C.F.R. 200.318(k) and~~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 violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.~~

- 3.2. 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 protester 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 Counsel and the Project Manager.
2. A letter of agreement shall be sufficient for projects with specific specifications and/or scope of work and with a value of \$20,000 or less.
3. A full contract agreement (with terms and conditions) will be entered into for all projects with a value in excess of \$20,000.
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 is issued or the contract is signed (if a Notice to Proceed is not required), the Project Manager will originate the Purchase Order.
6. The Project Manager will review and approve all invoices in a timely manner so that timely payment may be issued to the contractor in accordance with the contract provisions. The Project Manager's review shall include examining the invoices to confirm that all costs invoiced to Foothill Transit are allowable under the applicable funding agreement and regulations, including 2 CFR 200, as appropriate.
7. The Chief Executive Director-Officer will sign all contracts unless unavailable, in which case contracts will be signed in accordance with Chapter I of this Procurement Policies and Procedures Manual.
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.
10. Foothill Transit is solely responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

B. State and Local Procurement Requirements.

State and local requirements are applicable to all procurements regardless of the source of funding. These requirements are listed in Appendix A.

C. Federal Procurement Requirements

1. Since Foothill Transit receives FTA capital assistance, Federal procurement requirements apply to all Federally-funded procurements. Some of these requirements are unique and pertain only to Federally-funded procurements. The specific contract terms and/or regulatory or administrative requirements that only apply when Federal funds are being utilized for the procurement are listed in Appendix B.
2. 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) (if applicable) apply to all procurements, *even if Federal funds are not utilized.*
3. State or local geographic preferences, except those expressly mandated or encouraged by Federal statute, are prohibited. (A/E procurements may use geographic location as selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.)

D. 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 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. The bid bond amounts are set forth in the chart below. Foothill Transit will require proposal bonds for any equipment or services contract of a critical nature to the operations of Foothill Transit. 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 that is an admitted surety in the State of California. Foothill Transit will require performance bonds for all 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. Bond amounts are set forth in the chart below. Original “wet” ink signatures are required on all performance bonds.
- 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 that is an admitted surety in the State of California. Foothill Transit will require a bond for public works (that are “works of improvement”) contracts over \$25,000. Bond amounts are set forth in the chart below. Original “wet” ink signatures are required on all payment bonds.

4. **Procedures**

Public Works/Construction – Bid guarantees and performance bonds are required by the State of California for all construction projects in excess of \$6,500. Payment bonds are required by the State of California for all public works that are “works of improvement” projects in excess of \$25,000.

Other projects – 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 <i>*Bonds mandatory (in percent stated) to the extent the above-referenced requirements are met</i>	10%	100%	100%

Materials and Equipment <i>*Bonds mandatory if procurement is for equipment of a critical nature to the operations of Foothill Transit or if equipment is specifically manufactured for Foothill Transit</i>	up to 5%	up to 20%	N/A
Services (except for personal or professional) <i>*Bonds mandatory if procurement is for services of a critical nature to the operations of Foothill Transit</i>	up to 5%	up to 100%	N/A

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.

E. 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.

F. 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.

G. Indemnification

All contracts shall provide that the contractor indemnify and save harmless Foothill Transit, its members, Executive Board Members, officers, agents, 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.

H. Termination for Cause, Mutual Agreement, and 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 shall also contain a clause allowing for termination by mutual agreement of the parties. All contracts supported by Federal grants that exceed \$10,000 are to include provisions that allow Foothill Transit to terminate the contract for cause or convenience, and that stipulate the manner by which termination will be made and the basis for settlement.

I. 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.

J. Project Control File

The project control file shall be maintained during the procurement process, throughout the term of the contract and for a minimum of three (3) years from the later of the date on which: (i) vendor has completed all work, or (ii) Foothill Transit has received final payment from FTA for the work.

The control file consists of the following sections:

1. Vendor list.
2. Rationale for type of procurement used.
3. Rationale for selecting the contract type.
4. List of all vendors responding to the procurement.
5. 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.
6. Notice to proceed (if applicable).
7. Basis for contract price.
8. Final contract.
9. Executive Board report, if required.
10. All correspondence.
11. Proof of insurance.
12. Bond documents.
13. Notice of Solicitation.
14. Legal advertisement (if applicable).
15. Original procurement document and all addenda.
16. Original responses to the procurement.

17. DBE information.

K. Vendor Database

1. The Vendor Database is housed in the electronic procurement portal and consists of a listing of businesses, organizations, and enterprises that could provide quality goods and services specific to Foothill Transit.
2. A vendor will be removed from the Vendor Database if Foothill Transit determines that the vendor should be prohibited from participating in Foothill Transit procurement actions. Foothill Transit shall make such determination in accordance with the Debarment and Suspension Procedures set forth in Chapter VII.

L. 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 may 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 and percentage of construction cost methods of contracting are prohibited.
6. Except in limited circumstances, Advance payments utilizing Federal Transit Administration funds are prohibited unless prior written concurrence is obtained from the Federal Transit Administration and adequate security is obtained from the contractor.

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, Counsel will ensure that the contract provides that Foothill Transit obtain adequate security including taking title to major components, [performance or payment bonds](#), letters of credit or equivalent means to protect Foothill Transit's interests. [In Federally funded contracts, if milestones are used as the basis for progress payments, the contractor shall be required to substantiate the actual costs incurred in connection with each milestone.](#)
8. Contractors shall designate an account on an approved Foothill Transit form, to which payments shall be made. Any change in payment account information shall require an amendment to the contract.
9. Each "contractor," as defined in CA Bus & Prof Code § 7026, shall be required to pay subcontractors within 7 days of its receipt of Foothill Transit's payments.
10. All other contractors shall be required to pay subcontractors within timeframes provided in applicable laws and regulations, and if no such timeframe is established or the timeframe exceeds 30 days from receipt of payment, contractors shall be required to pay subcontractors for work satisfactorily performed, within 30 days of Foothill Transit's payments, in accordance with 49 CFR §26.29, unless such payment is excused by Foothill Transit for good cause. Contractor may only delay or postpone any payment obligation to any of its subcontractors where, in Foothill Transit's sole estimation, good cause exists for such a delay or postponement. All such determinations on Foothill Transit's part that good cause exists for the delay or postponement of contractor's payment obligation to its subcontractor must be made in writing prior to the time when payment to the subcontractor would have been otherwise due by the contractor.

CHAPTER VII – DEBARMENT AND SUSPENSION PROCEDURES

A. Purpose

The purpose of this Chapter is to set forth the Debarment and Suspension Procedures to be used by Foothill Transit in making a determination as to whether a contractor should be prohibited from participating in Foothill Transit Procurement Actions. These Procedures are intended to protect the public interest by assuring that Foothill Transit awards Contracts to responsible Contractors only, and by barring from participation those Contractors that have engaged in criminal acts, fraudulent or deceptive practices, a pattern of deficient performance, or other improper actions as described in this Chapter. As set forth below, the Procedures establish the specific grounds for Debarment and/or Suspension and the process to be followed by Foothill Transit to assure that an affected Contractor is afforded due process in the Debarment Determination. The Procedures establishes a process for local debarment decisions and are separate and apart from any State or Federal debarment process.

B. Definitions

For purposes of these Debarment and Suspension Procedures:

1. The term “Affiliate” means a person or firm that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Contractor. For purposes of determining status as an Affiliate, “control” may be evidenced by interlocking ownership or management, financial control, actual day-to-day control, or shared facilities, equipment, or employees.
- 4.2. The term “Bid” includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), a proposal submitted by a proposer in response to a Request for Proposals (RFP), or a response submitted by an offeror in response to a Request for Qualifications (RFQ).
- 2.3. The term “Civil Judgment” means a judgment or finding of a civil offense by a court of competent jurisdiction.
- 3.4. The term “Contract” means the document entered into, or to be entered into, between Foothill Transit and a successful bidder.
- 4.5. The term “Contractor” means a person or firm that has submitted a Bid in a Foothill Transit Procurement Action, or reasonably may be expected to submit such a Bid, or has provided equipment, vehicles, construction work, professional services, or other materials or services for Foothill Transit under a Contract.
- 5.6. The term “Conviction” means a conviction of a criminal offense by a court of competent jurisdiction, whether entered upon a verdict or a plea.

- ~~6-7.~~ The term “Days” refers to normal business days of Foothill Transit staff offices.
- ~~7-8.~~ The term “Debarment” means the action taken by Foothill Transit which results in a Contractor, and identified Affiliates of the Contractor, being prohibited from bidding on, being awarded, and/or performing work on a Contract for a specified Debarment Period.
- ~~8-9.~~ The term “Debarment Determination” means the written determination made by Foothill Transit’s Chief Executive Director-Officer regarding the Debarment of a Contractor pursuant to Section E hereof.
- ~~9-10.~~ The term “Debarment Panel” means the three person panel established by Foothill Transit to make recommendations regarding Debarment actions to the Foothill Transit Chief Executive Director-Officer. The Debarment Panel shall consist of three individuals from Foothill Transit. Individuals from the Procurement Department are not permitted to sit on the Debarment Panel.
- ~~10-11.~~ The term “Debarment Period” means the period of Debarment described in Section F hereof and set forth in the Debarment Determination.
- ~~11-12.~~ The term “Debarment Recommendation” means the written recommendation made by the Debarment Panel to Foothill Transit’s Chief Executive Director-Officer regarding a proposed Debarment action.
- ~~12-13.~~ The term “Disposition Agreement” means a written agreement between Foothill Transit and a Contractor that disposes, to the satisfaction of Foothill Transit, of the grounds for a possible Debarment.
- ~~13-14.~~ The term “Government Entity” means any Federal, State, or local department, agency, or authority.
- ~~14-15.~~ The term “Procurement Action” means a procurement carried out by Invitation for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), or other form of solicitation used by Foothill Transit to procure equipment, vehicles, construction work, professional services, or other materials or services.
- ~~15-16.~~ The term “Suspension” means the action taken by Foothill Transit which results in a Contractor, and identified Affiliates of the Contractor, being temporarily disqualified from participating in Foothill Transit Procurement Actions pending the issuance of a Debarment Determination.

C. Grounds for Debarment

1. Foothill Transit may debar a Contractor for any of the following:

- a. Conviction of or a Civil Judgment for (i) the commission of a criminal offense under Federal or State law in obtaining, attempting to obtain, or performing a contract with a Government Entity; or (ii) the commission of fraud, embezzlement, theft, bribery, extortion, forgery, falsification or destruction of records, or receiving stolen property.
- b. Conviction of or a Civil Judgment for the commission of any other offense indicating a lack of business integrity or business honesty that directly affects the Contractor's responsibility.
- c. Violation of the terms of a contract with a Government Entity so serious as to justify Debarment, such as a pattern of unsatisfactory or deficient performance of the contract, including material or repeated failure to meet contractual deadlines or to provide contract deliverables.
- d. Disqualification, suspension, or debarment by another Government Entity.
- e. Fraudulent, deceptive, or otherwise improper conduct, statements, or actions in connection with obtaining, attempting to obtain, or performing a contract with Foothill Transit or another Government Entity, including bribery, billing irregularities, destruction of records, or misrepresentations or fraud relating to disadvantaged or minority business enterprises.
- f. A pattern of unsafe practices in the performance of work under contracts with Foothill Transit or other Government Entities, as evidenced by factors such as multiple and serious violations of Federal or State OSHA statutes or regulations, materially deficient worker safety programs or practices, or a workers' compensation experience modification history consistently in excess of industry averages.
- g. Acts or omissions that indicate the Contractor's lack of quality, fitness, or capacity to perform, or that indicate a lack of business integrity or business honesty.
- h. A pattern of false, frivolous, or vexatious claims against Government Entities in connection with the performance of contracts.
- i. The presence of officers, directors, shareholders, or partners in the Contractor's business who were in those positions with another Contractor that was debarred by Foothill Transit or another Government Entity in the last five (5) years.
- j. Any other cause of so serious or compelling a nature that it affects the present responsibility of the Contractor.

2. Foothill Transit may, in its discretion and based on the specific facts of the case: (a) institute Debarment proceedings under this Chapter against a Contractor on the basis of the actions of an Affiliate that would constitute a grounds for Debarment under this Section; and (b) in issuing a Debarment Determination, impose appropriate sanctions on an Affiliate as well as on the Contractor that is the subject of the Debarment process.
3. The fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, or employee of a Contractor may be imputed to the Contractor and may be the basis for Debarment or Suspension hereunder when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, or occurred with the Contractor's knowledge, approval, or acquiescence.

D. Debarment Process

1. The Debarment process under this Chapter will be initiated by Foothill Transit's Director of Procurement providing written notice to a Contractor of an intent to debar, which shall set forth (a) the specific grounds for the proposed Debarment and relevant facts relied upon by Foothill Transit; (b) a notice of the Contractor's right to submit written information and argument in opposition to the proposed Debarment; and (c) a notice of the Contractor's right to a hearing, subject to paragraph 4 below.
2. The Contractor's information and argument in opposition to the intent to debar shall be submitted to Foothill Transit within ten (10) Days after the date of the written notice of the intent to debar.
3. Foothill Transit will, within fifteen (15) Days after the receipt of the Contractor's submittal under paragraph 2, conduct a hearing before the Debarment Panel (unless the hearing is waived pursuant to paragraph 4). At the hearing, the Director of Procurement will present information and evidence in support of the intent to debar, and the Contractor will have the opportunity to appear with counsel, submit evidence, and present witnesses. Unless Foothill Transit and the Contractor otherwise agree, there will be a transcribed record of the hearing, which shall be made available to the Contractor at cost.
4. If the notice of intent to debar is based upon a Conviction or Civil Judgment, the Debarment Panel may waive the requirement for a hearing and make its determination on the basis of the written record, specifically including the grounds for Debarment cited by the Director of Procurement, the relevant facts relied upon, and the written information and argument submitted by the Contractor. In addition, in any other case, Foothill Transit and the Contractor may, by mutual agreement, waive the requirement for a hearing.
5. In the Debarment process, the Contractor may submit evidence of mitigating factors, such as (a) the Contractor brought the activity cited as

grounds for Debarment to the attention of Foothill Transit or another Government Entity; (b) the Contractor has established standards of conduct, internal control systems, and/or ethics training programs to prevent future actions that would constitute grounds for Debarment; (c) the Contractor has investigated the circumstances surrounding the grounds for Debarment and has made the results of that investigation available to Foothill Transit or other Government Entities; or (d) the Contractor has taken appropriate disciplinary action against the individuals responsible for the actions constituting the grounds for Debarment.

E. Debarment Recommendation and Debarment Determination

1. Within twenty (20) Days after the completion of the hearing under Section D 3, or within twenty (20) Days after the Contractor's submittal under Section D 2 if no hearing is held, the Debarment Panel shall prepare its Debarment Recommendation. The Debarment Recommendation shall state the specific reasons for the proposed decision, including any findings of fact from the hearing. If the decision is to recommend Debarment, the Debarment Recommendation shall state the specific grounds for the Debarment, the relevant facts relied upon, whether the Debarment extends to any Affiliates, and the proposed Debarment Period. The Debarment Recommendation shall be submitted to Foothill Transit's Chief Executive Director ~~Officer~~.
2. After review of the Debarment Recommendation, the Chief Executive Director ~~Officer~~ will promptly issue the Debarment Determination, which may adopt, modify, or reject the Debarment Recommendation of the Debarment Panel. In the event the Chief Executive Officer ~~Director~~ modifies or rejects the Debarment Recommendation of the Debarment Panel, the Chief Executive Officer ~~Director~~ shall provide a written explanation for that modification or rejection. The Chief Executive Officer ~~Director~~'s Debarment Determination shall constitute the final agency action.
3. The Chief Executive Officer ~~Director~~ shall notify the Contractor, and any affected Affiliates, of the Debarment Determination by certified mail, return receipt requested. If the Debarment Determination is to debar the Contractor, the notice shall include the specific grounds for Debarment, whether the Debarment extends to any Affiliates, and the Debarment Period.
4. At any time before the Chief Executive Officer ~~Director~~ issues the Debarment Determination under Section E 2, Foothill Transit and the Contractor may enter into a Disposition Agreement relating to the proposed Debarment of the Contractor. Any such Disposition Agreement shall be based on a determination by Foothill Transit that, based on the particular facts presented (including any mitigating factors presented by the Contractor), it is in the public interest to enter into such agreement in lieu of

a formal Debarment or Suspension action. A Disposition Agreement may set forth specific actions, internal control procedures, and standards of conduct the Contractor will be required to implement, and may also include a specific period of time during which the Contractor will be prohibited from participating in Foothill Transit Procurement Actions.

F. Period of Debarment

1. The Debarment Period shall be five (5) years, three (3) years, or one (1) year, commensurate with the seriousness of the grounds for Debarment. In setting the Debarment Period, Foothill Transit will take into account, in addition to the specific grounds for Debarment presented: (a) whether the Contractor has a pattern or history of actions that could be grounds for Debarment; and (b) any mitigating factors described in Section D 5.
2. The Debarment Period shall commence on the date the Debarment Determination is received by the Contractor. The Debarment Determination shall be deemed received by the Contractor on: (a) the day of delivery, if delivered by hand (including overnight courier service) during the Contractor's regular business hours; or (b) on the fifth business day following deposit in the United States mail, first class, postage prepaid, to the last known address of the Contractor.
3. Foothill Transit may reduce the Debarment Period, upon request of the Contractor, for reasons such as (a) reversal of the Conviction or Civil Judgment that was the grounds for Debarment; (b) change in ownership or management of the Contractor; or (c) newly discovered material evidence that directly relates to the grounds for Debarment.

G. Suspension

1. Foothill Transit may suspend a Contractor that has received a written notice of intent to debar from participating in Foothill Transit Procurement Actions during the pendency of the Debarment process under this Chapter. Such a Suspension shall be based on a determination by the Director of Procurement that, on the basis of the seriousness of the grounds for Debarment involved and the available evidence, immediate action is necessary to protect the public interest. The Director of Procurement will include notice of such Suspension in the written notice of intent to debar.
2. A Contractor suspended pursuant to paragraph 1 above shall be allowed to submit written information and argument in opposition to the Suspension.
3. A Suspension under paragraph 1 shall remain in effect until the **Chief Executive ~~Director-Officer~~** issues the Debarment Determination regarding the Contractor under Section E, unless in the interim the Director of Procurement determines, on the basis of the Contractor's written submittal

or other available information, that the Suspension is no longer necessary to protect the public interest.

4. The Debarment Determination under Section E shall supersede any Suspension under this Section.

H. Effect of Debarment or Suspension

1. A Contractor that is debarred or suspended under this Chapter (including any debarred or suspended Affiliates) shall be prohibited, for the period of such Debarment or Suspension, from (a) submitting a bid or proposal in response to any Foothill Transit Procurement Action; (b) being awarded a Contract with Foothill Transit; or (c) serving as a subcontractor, at any tier, on any work or project undertaken pursuant to a Foothill Transit Procurement Action.
2. If a Contractor that is debarred under this Chapter is performing work or providing services for Foothill Transit as a contractor or subcontractor under a Contract in effect on the date of such Debarment, Foothill Transit may, in its discretion: (a) if the Contractor is the prime contractor under such a Contract, terminate that Contract for default; (b) if the Contractor is a subcontractor under such a Contract, direct the prime contractor to terminate the subcontractor from all future work under that Contract; or (3) if Foothill Transit determines it is in the public interest or otherwise necessary and appropriate for continuity of the work or services being provided, continue the Contract as is or with such modifications as Foothill Transit determines appropriate.

I. Judicial Appeals

A Contractor adversely affected by a Debarment Determination under this Chapter may seek relief in an appropriate court of the State of California.

Appendix A – State and Local Requirements

State Laws	Sections(s)	Subject
Civil Code	3320 - 3321	Prompt Payment and Retention to Design Professionals
Civil Code	9000 - 9566	Provisions Applicable to Public Works of Improvement; Payment Bond Requirement for Construction Projects
Code of Civil Procedure	995.311	Verification of Admitted Surety Insurers on Bonds
Code of Regulations	8 C.C.R. 16000	Public Works and Prevailing Wage Cont.
Government Code	4525 et seq.	Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms
Government Code	4529.10 - 4529.20	Architect & Engineering Services
Government Code	4420 - 4422	Surety Requirements on Public Building or Construction Contracts
Government Code	4215	Removal, Relocation or Protection of Existing Utilities
Government Code	4550 - 4554	Antitrust Claims; Assignment
Government Code	53064	Identical highest and lowest bids; selection by lot
Government Code	53068	Notice inviting bids
Government Code	53069.85	Contracts for public works; liquidated damages; bonus for completion prior to time specified

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State Laws	Sections(s)	Subject
Government Code	53079	Local public entity; construction project, security deposit; interest
Government Code	6250 – 6270	California Public Records Act
Government Code	81000 et seq.	California Political Reform Act of 1974
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Public Contract Code	7100 - 7200	Public Work Contract Clauses
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	22160 - 22169	Design-Build
Public Contract Code	9201 - 9204	Claims and Disputes
Public Contract Code	20216 - 20217	Competitive Negotiation Process
Public Contract Code	1103	Responsible Bidder in Public Work Contracts
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in Specifications for Bids
Public Contract Code	6109	Ineligible and Debarred Contractors and Subcontractors
Public Contract Code	6610	Contents of Notice Inviting Bids
Public Contract Code	5100 - 5107, 5110	Relief of Bidders

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State Laws	Sections(s)	Subject
Public Contract Code	20100 - 20103.7	Local Agency Public Construction Act; Title
Public Contract Code	20104 - 20104.8	Resolution of Construction Claims
Public Contract Code	20103.8	Additive and deductive items
Public Contract Code	20104.5	Timely Progress Payments
Public Contract Code	20104.7	Damages Relating to Competitive Bidding
Public Contract Code	20120 - 20146	As applicable, Local Public Agency Construction Contract provisions specific to counties
Public Contract Code	20122	Work over \$6,500
Public Contract Code	20125	Advertisement for bids
Public Contract Code	20129	Bidder's security; performance bond

Appendix B – Federal Requirements

Federal Requirement	Notes	When Required						
		Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof'l Services
Buy America	(49 C.F.R. Part 661)	>\$150,000		>\$150,000				
Cargo Preference	(49 C.F.R. Part 381) <i>Where procurement involves equipment, materials, or commodities suitable for transport by ocean vessel</i>	X	X	X	X	X	X	X
Fly America	(49 U.S.C. 40118) <i>Required for international air transportation</i>	X	X	X	X	X	X	X
Pre-Award and Post-Delivery Audits	(49 C.F.R. Part 663)	X						
Bus Testing	(49 C.F.R. Part 665) <i>Bus procurements only</i>	X						
Seismic Safety	(49 C.F.R. Part 41) <i>New buildings or additions to existing buildings</i>			X				
Davis-Bacon Act	(40 U.S.C. 3141-48)			>\$2,000				
Copeland Anti-Kickback Act	(40 U.S.C. 3145)			>\$2,000				
Contract Work Hours and Safety Standards Act	(40 U.S.C. 3702 and 3704) <i>Applies to employment of laborers or mechanics; not applicable to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence</i>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	(31 U.S.C. 1352) <i>Require certification forms and, if appropriate, lobbying disclosure forms</i>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000

Foothill Transit Procurement Policies and Procedures

Federal Requirement	Notes	When Required						
		Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof'l Services
Energy Conservation	(42 U.S.C. 6321)	X	X	X	X	X	X	X
Clean Water	(33 U.S.C. 1251)	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Air	(42 U.S.C. 7401)	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Civil Rights	<i>Federally-funded construction contracts must include the full clause found at 41 C.F.R. 60-1.4(b)</i>	X	X	X	X	X	X	X
Disadvantage Business Enterprises	(49 C.F.R. Part 26)	X	X	X	X	X	X	X
Trafficking in Persons	(22 U.S.C. 7102)	X	X	X	X	X	X	X
Government-Wide Suspension and Debarment		>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
No Government Obligations to Third Parties		X	X	X	X	X	X	X
Patents and Rights in Data	(35 U.S.C. 200 and 37 C.F.R. Part 401)					X		
Program Fraud and False or Fraudulent Statements and Related Acts		X	X	X	X	X	X	X
Recycled Products	(42 U.S.C. 6962) <i>Applies where the value of an EPA designated item exceeds \$10,000</i>	X	X	X	X	X	X	X
Safe Operation of Motor Vehicles	(E.O. 13043, E.O. 13513, and U.S. DOT Order 3902.10)	X	X	X	X	X	X	X
Access to Records and Reports	(49 U.S.C. 5325(g) and 2 CFR § 200.336 and FTA Master Agreement (see Section 9 of 2021 Master Agreement))	X	X	X	X	X	X	X
Federal Changes		X	X	X	X	X	X	X
Substance Abuse Requirements	<i>Where contractor is performing safety-sensitive function</i>	X	X	X	X	X	X	X

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Federal Requirement	Notes	When Required						
		Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof'l Services
Incorporation of Federal Transit Administration Terms		X	X	X	X	X	X	X
Intelligent Transportation Systems-National Architecture	<i>ITS property and services</i>	X	X	X	X	X	X	X
Charter Bus	(49 U.S.C. 5323(d), (r) and 49 C.F.R. Part 604)		X					
Public Transportation Employee Protective Arrangements	(49 U.S.C. 5333(b) and 29 C.F.R. Part 215)		X					
School Bus Operations	(49 U.S.C. 5323(f) and 49 C.F.R. Part 605)		X					
Veteran's Preference	(49 U.S.C. 5325(k))			X				
Americans with Disabilities Act		X	X	X	X	X	X	X
Notification of Legal Matters <u>and Waste, Fraud, or Abuse</u>	FTA Master Agreement (see Section 39 of 2020 Master Agreement)	X	X	X	X	X	X	X
<u>Clause and Certification on Federal Tax Liability and Recent Felony Conviction</u>	FTA Master Agreement (see Section 4 of 2021 Master Agreement) <i>Must obtain prior to entering into contract with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association</i>	X	X	X	X	X	X	X
<u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>	(Public Law 115-232, Section 889 and 2 C.F.R. 200.216)	X	X	X	X	X	X	X