Foothill Transit

EXECUTIVE BOARD MEETING

West Covina, CA | Friday, August 28, 2026

Foothill Transit

MISSION

TO HELP PEOPLE GET TO THE PLACES THAT MAKE THEIR LIVES BETTER.

VISION

TO BE THE PREMIER PUBLIC TRANSIT PROVIDER COMMITTED TO SAFETY, COURTESY, QUALITY, RESPONSIVENESS, EFFICIENCY, AND INNOVATION.

VALUE

SAFETY
We educate, encourage, and endorse a strong culture of safety at all levels of the organization, valuing the responsibility entrusted in us by the communities that we serve.

RESULTS
We value the achievement of organizational goals and initiatives as defined in our business plan and involving all levels of the organization.

INTEGRITY
We are committed to high ethical standards based on accountability, honesty, respect, transparency, and a high level of fiscal responsibility.

GRATITUDE
We are a team united in thankfulness for each other; we express gratitude for our many opportunities by investing our time and energy in our community and industry, and through the open expression of appreciation.

EMBRACIVE
We are committed to creating a culture that enthusiastically embraces and supports the active participation of all team members, valuing the unique perspectives and life experiences that everyone brings.

TEAM MEMBERS
Our team members are the key to Foothill Transit's success and we are committed to supporting them through education, development, and recognition.

COMMUNICATION
We value and are committed to open honest respectful discussion which is responsive, informative, and constructive.

SUSTAINABILITY
We embrace sustainability because it benefits all aspects of our business while helping our communities by protecting the environment through measured and responsible stewardship of resources.

Foothill Transit

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 48 시간 전에 (626) 931-7300 내선 7204 번으로 최고경영자실에 연락하십시오.

通訳／翻訳サービスが必要な際は、ミーティンング 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 دست‌کم 48 ساعت قبل از شروع جلسه با دفتر مدیر عامل به شماره تلفن 7300-931 (626) داخلی 7300-931 (626) تماس بگیرید

Եթե Ձեզ թարգմանչական ծառայություններ են հարկավոր, հանդիպումից առնվազն 48 ժամ առաջ զանգահարեք Գլխավոր գործադիր տնօրենի գրասենյակ՝ (626) 931-7300 լրացուցիչ 7204 հեռախոսահամարով:

ប្រសិនបើលោកអ្នកត្រូវការសេវាកម្មបកប្រែភាសា សូមទាក់ទងការិយាល័យនាយកប្រតិបត្តិតាមទូរស័ព្ទលេខ (626) 931-7300 លេខភ្ជាប់បន្ត 7204, ដែលមានរយៈពេលយ៉ាងតិច 48 ម៉ោងមុនកិច្ចប្រជុំ

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

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

သင်သည် ဘာသာပြန် ဝန်ဆောင်မှုများကို လိုအပ်ပါက အစည်းအဝေးမစတင်မီ အနည်းဆုံး 48 နာရီအလို၌ အလုပ်အမှုဆောင်အရာရှိချုပ်ရုံး၊ ဖုန်းနံပါတ် (626) 931-7300 လိုင်းခွဲ 7204 သို့ ဆက်သွယ်ပေးပါ။

如果您需要翻譯服務，請至少在會議開始前 48 小時撥打(626) 931-7300 轉 7204，聯繫首席執行官辦公室。

اگر ضرورت به خدمات ترجمانی دارید لطفاً حداقل 48 ساعت قبل از برگزاری جلسه، با دفتر مدیر عامل ذریعهٔ نمبر (626) 931-7300 و نمبر داخلی 7204 به تماس شوید.

Foothill Transit

در صورت نیاز به خدمات ترجمه، لطفا حداقل 48 ساعت
قبل از جلسه از طریق شماره (626) 931-7300 داخلی
7204 با دفتر مدیر عامل تماس بگیرید.

Inā pono e loaʻa iā ʻoe kekahi kōkua ʻunuhi ʻōlelo ʻē, ʻoluʻolu e kaʻaʻike aku me ka Pouhana ma (626) 931-7300 ma ka laina 7204, e kelepona au hoʻi ma kahi o 48 mau hola ma mua o ka hui pū ʻana aku me lākou.

अगर आपको अनुवाद सेवाओं की आवश्यकता है, तो कृपया बैठक से कम से कम 48 घंटे पहले, मुख्य कार्यपालक अधिकारी के कार्यालय का संपर्क (626) 931-7300 एक्सटेंशन 7204 नंबर पर करें।

No kasapulam ti serbisio ti panagipatarus, maidawat nga kontakem ti opisina ti Chief Executive Officer iti (626) 931-7300 extension 7204, di kumurang a 48 nga oras sakbay ti miting

နမ့ၢ်လိၣ်ဘၣ် တၢ်တိစၢၤမၤစၢၤတဖၣ်လၢ တၢ်ကတိၤကျိာ်ထံအဂီၢ်နှၣ်, ဝံသးစူၤဆဲးကျၢဘၣ် ပၢဆှၢအံးကွၢ် မူဒါခိၣ် အဝဲၤဒၢး ဖဲ (626) 931-7300 လီတဲစိနီၣ်ဂံၢ်ဒ့ 7204, အစှၤကတၢၢ် 48 နၣ်ရံၣ် တချုးတၢ်ထံၣ်လိာ်အိၣ်ဖှိၣ်သကိးနှၣ်တက့ၢ်.

ຖ້າທ່ານຕ້ອງການບໍລິການແປພາສາ, ຕິດຕໍ່ຫ້ອງການຫົວໜ້າຜູ້ບໍລິຫານທີ່ເບີ (626) 931-7300 ຕໍ່ຫາ 7204 ຢ່າງໜ້ອຍ 48 ຊົ່ວໂມງກ່ອນການປະຊຸມ.

如果您需要翻译服务，请至少在会议
开始前 48 小时拨打(626) 931-7300 转
7204，联系首席执行官办公室。

Afai ete manaomia ni auaunaga faaliliu, faamolemole faafesoota’i le ofisa o le Pule Sili i le (626) 931-7300 extension 7204, a itiiti mai i le 48 itula a’o le’i faia le fono.

Tercüme hizmetine ihtiyacınız varsa, lütfen toplantıdan en az 48 saat önce (626) 931-7300 dahili 7204 numaralı telefondan İcra Kurulu Başkanının ofisiyle irtibata geçin.

Agar siz tarjima xizmatlariga ehtiyoj sezsangiz, uchrashuvdan kamida 48 soat oldin (626) 931-7300 raqamining 7204 kengaytmasi orqali Markaziy Boshqaruv Ofisiga murojaat qiling.

Foothill Transit

Executive Board Meeting AGENDA

EXECUTIVE BOARD MEETING
8:00 AM, AUGUST 28, 2026
Foothill Transit Administrative Office
2nd Floor Board Room
100 South Vincent Avenue
West Covina, CA 91790

1. CALL TO ORDER

2. ROLL CALL

3. CONFIRMATION OF AGENDA BY CHAIR AND CHIEF EXECUTIVE OFFICER

4. PUBLIC COMMENT

5. PRESENTATIONS

   5.1. Introduction of Foothill Transit Business Partners

Public Comment: Any individual may request to address the Executive Board at this time. Public comments are allowed only during the Public Comment portion of the agenda. Speakers may speak only once for up to 2 minutes total time during which they may address both on- and off- agenda items. If there are any public hearings scheduled, individuals will be given an additional opportunity to comment under said items. Speakers are not permitted to yield their time to another speaker. 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, emailing board.secretary@foothilltransit.org, 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.

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

<u>CONSENT CALENDAR</u>: Items 6 through 22 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.

6. APPROVAL OF MINUTES FOR THE REGULAR MEETING OF JUNE 26, 2026

7. AUGUST 2026 PROCUREMENT MONTHLY REPORT

Recommended Action: Receive and file the Procurement Monthly Report for August 2026.

8. JULY 2026 KEY PERFORMANCE INDICATORS REPORT

Recommended Action: Receive and file the July 2026 Key Performance Indicators Report.

9. TRANSPORTATION FUND EXCHANGE – CITY OF MAYWOOD

Recommended Action: Authorize the Chief Executive Officer to execute an assignment agreement with the City of Maywood to exchange Foothill Transit general use funds for Proposition A Transportation Local Return funds.

10. ADOPT REVISED RESOLUTION AUTHORIZING ACCESS TO STATE AND FEDERAL CRIMINAL HISTORY INFORMATION THROUGH THE DEPARTMENT OF JUSTICE (DOJ) AND FEDERAL BUREAU OF INVESTIGATION (FBI) BACKGROUND CHECK LIVE SCAN PROGRAM FOR EMPLOYMENT PURPOSES

Recommended Action: Adopt the following revised resolution: Resolution No. 2026-01 Revised: Authorization for Foothill Transit to access state and federal summary criminal history information through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check process through Live Scan program for employment purposes and authorize resubmission of the resolution to the DOJ. (Attachment A).

11. PROPOSED PROCUREMENT POLICIES AND PROCEDURES MANUAL REVISIONS

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

12. RESOLUTION APPROVING THE ANNUAL CLAIM FORMS FOR FISCAL YEAR 2026-2027 FOR THE TRANSPORTATION DEVELOPMENT ACT, ARTICLE IV AND STATE TRANSIT ASSISTANCE FUNDS

Recommended Action: Adopt the following resolution: Resolution No. 2026-03: Authorization for the Approval of the Annual Claim Forms for Transportation Development Act, Article IV and State Transit Assistance Funds.

13. RESOLUTION FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

Recommended Action: Adopt the following resolution: Resolution No. 2026-02: Authorization for the Approval of the Annual Project List and Claim Forms for the California State of Good Repair Program (Attachment A).

14. UPDATE TO FOOTHILL TRANSIT RESOLUTION AUTHORIZING INVESTMENT IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)

Recommended Action: Adopt the attached updated resolution authorizing investment of Foothill monies in the Local Agency Investment Fund (Attachment A) and Authorization for Transfer Form.

15. AUTHORIZATION TO INITIATE PROCUREMENT FOR MATERIALS TESTING AND SPECIAL INSPECTIONS SERVICES FOR THE CAL POLY POMONA MOBILITY HUB

Recommended Action: Authorize the Chief Executive Officer to initiate procurement for Materials Testing and Special Inspections Services related to the Cal Poly Pomona Mobility Hub.

16. AUTHORIZATION TO INITIATE PROCUREMENT FOR ARCADIA IRWINDALE OPERATIONS & MAINTENANCE FACILITY LANDSCAPE AND TRELLIS REPLACEMENT

Recommended Action: Authorize the Chief Executive Officer to initiate procurement for Arcadia Irwindale Operations & Maintenance Facility Landscape and Trellis Replacement.

17. AUTHORIZATION TO INITIATE PROCUREMENT FOR ASSET MANAGEMENT SOFTWARE UPGRADE

Recommended Action: Authorize the Chief Executive Officer to initiate procurement for Asset Management Software Upgrade.

18. AUTHORIZATION TO AMEND CONTRACT FOR ON-CALL ARCHITECTURAL & ENGINEERING SERVICES

Recommended Action: Authorize the Chief Executive Officer to execute an amendment to Contract No. 23-048 with Stantec Architecture Inc. in the amount of $370,117.07 for On-Call Architectural and Engineering Services related to the final design of restroom renovations at the Foothill Transit Operation and Maintenance Facilities.

19. AUTHORIZATION TO AWARD CONTRACT FOR TRANSIT MAINTENANCE MOBILE APPLICATION

Recommended Action: Authorize the Chief Executive Officer to enter into a three-year agreement with Connixt Inc. in the amount of Six Hundred Eighteen Thousand Forty-Five Dollars ($618,045) for Transit Maintenance Mobile Application.

20. AUTHORIZATION TO AWARD CONTRACT FOR DIGITAL VIDEO RECORDER UPGRADE

Recommended Action: Authorize the Chief Executive Officer to enter into a contract with Transit Solutions Incorporated (TSI) in the amount of in the amount of One Million Six Hundred Thousand Dollars ($1,600,000).

21. AUTHORIZATION TO AWARD CONTRACT FOR DESIGN-BUILD SERVICE FOR TRANSIT SIGNAL PRIORITY PROJECT ALONG LINE 187 AND LINE 188 CORRIDOR

Recommended Action: Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Crosstown Electrical and Data, Inc. in the not to exceed amount of $6,472,054.50 for design-build services for the Transit Signal Priority along Line 187 and Line 188 corridor.

22. AUTHORIZATION TO AWARD CONTRACT FOR AMAR ROAD TRANSIT SIGNAL PRIORITY (TSP) TRAFFIC SIGNAL UPGRADE

Recommended Action: Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Branson Industries LLC., in the amount of $298,000.00.

<u>REGULAR AGENDA:</u>

23. AUTHORIZATION TO AWARD CONTRACT FOR DESIGN-BUILD SERVICES FOR 21ST CENTURY SECURITY PROJECT

Recommended Action: Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Everon in the total amount of $1,557,666,42 for design-build services for the 21st Century Security Project. The project includes all design-build services necessary for the installation, programming, testing, documentation, and training for turn-key access control, video surveillance, and emergency telephone systems for select Foothill Transit properties.

24. AUTHORIZATION TO AWARD CONTRACT FOR DESIGN-BUILD SERVICES FOR ELECTRICAL CHARGING INFRASTRUCTURE UPGRADES

Recommended Action: Authorize the Chief Executive Officer to enter into an agreement with Camber Charging Systems in the amount of Three Million Seven Hundred Thirty-Two Thousand Six Hundred Four Dollars and Twenty-one Cents ($3,732,604.21) for Design-Build Services for Electrical Charging Infrastructure Upgrades at the Arcadia Irwindale Operations and Maintenance Facility.

25. AUTHORIZATION TO INITIATE PROCUREMENT FOR CAL POLY POMONA MOBILITY HUB DESIGN BUILD SERVICES

Recommended Action: Authorize the Chief Executive Officer to issue Request for Qualifications and Request for Proposals (RFQ/RFP) for design-build services associated with detail design and construction of the Cal Poly Pomona Mobility Hub.

26. AUTHORIZATION TO INITIATE PROCUREMENT FOR POMONA OPERATIONS AND MAINTENANCE FACILITY TRANSIT SERVICES

Recommended Action: Authorize the Chief Executive Officer to initiate a procurement (Request for Proposals (RFP) No. 27-001) for transit operations and maintenance services at Foothill Transit's Pomona facility.

27. AUTHORIZATION TO INITIATE PROCUREMENT ADMINISTRATIVE OFFICES OFFICE 2ND FLOOR RENOVATIONS

Recommended Action: Authorize the Chief Executive Officer to initiate a procurement for Administrative Offices 2nd Floor Renovations.

28. COMMUTER EXPRESS SERVICE UPDATE

Recommended Action: Postpone approved changes to the Commuter Express Service as staff continues to monitor ridership.

29. CHIEF EXECUTIVE OFFICER COMMENT

30. BOARD MEMBER COMMENT

31. ADJOURNMENT

The next Regular Meeting of the Executive Board
is scheduled for
Friday, October 23, 2026, at 8:00 a.m.

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

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

Friday, June 26, 2026
8:00 a.m.

DRAFT

1. **CALL TO ORDER**

The meeting was called to order by Chair Shevlin at 8:08 a.m.

2. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Chair Shevlin.

3. **ROLL CALL**

Roll call was taken by Christina Lopez, Board Secretary.

Present: Member Edward Alvarez, Member Corey Calaycay, Member Cory Moss, Vice Chair Cynthia Sternquist, Chair Becky Shevlin

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. **PUBLIC COMMENT**

Nicholas Leong addressed the Executive Board on item 17, Public Outreach Results on Proposed Changes to Commuter Express Service. He opposed the proposed changes to Line 493 and 495.

6. **PRESENTATIONS**

6.1. Introduction of Foothill Transit Business Partners

Brad Thomas, President and CEO, Keolis U.S. Transit, addressed the Executive Board.

Susan Sweat, Chief Operating Officer Transit, Transdev, addressed the Executive Board.

6.2. Contractors' Employee Recognition

Doug Brockwell, General Manager, Keolis, introduced and recognized the following Pomona location Keolis operator and employee of the month:

Lisa Lewis – Employee of the Month
Bruce Soto – Operator of the Month

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

Kathia Molina – Employee of the Month
Richard McIntosh – Operator of the Month

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

CONSENT CALENDAR

The Executive Board took action on a single motion on items 7 - 16.

7. **APPROVAL OF MINUTES FOR THE REGULAR MEETING OF MAY 29, 2026**

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

8. **MAY 2026 FINANCIAL STATEMENTS AND INVESTMENT SUMMARY**

Recommendation: Receive and file the Financial Statements and Investment Summary report through May 31, 2026. The attached Financial Statements and Investment Report summarize Foothill Transit's unaudited operations and financial condition as of May 31, 2026, for the fiscal year (FY) ending June 30, 2026.

The Executive Board received and filed the May 2026 Financial Statements and Investment Summary.

9. **JUNE 2026 PROCUREMENT MONTHLY REPORT**

Recommendation: Receive and file the Procurement Monthly Report for June 2026.

The Executive Board received and filed the Procurement Monthly Report for June 2026.

10. **APRIL 2026 KEY PERFORMANCE INDICATORS REPORT**

Recommendation: Receive and file the April 2026 Key Performance Indicators Report.

The Executive Board received and filed the April 2026 Key Performance Indicators Report.

11. **PROPOSED REVISIONS TO EXECUTIVE BOARD COMPUTER POLICY**

Recommendation: Adopt revisions to the Executive Board Computer policy.

Motion by Member Calaycay, second by Member Moss, to adopt. Motion carried 5-0.

12. **PUBLIC TRANSPORTATION AGENCY SAFETY PLAN UPDATE – FOURTH REVISION**

Recommendation: Adopt Foothill Transit's Public Transportation Agency Safety Plan (PTASP).

Motion by Member Calaycay, second by Member Moss, to adopt. Motion carried 5-0.

13. **PUBLIC PARTICIPATION PLAN 2026 UPDATE**

Recommendation: Receive and file the Public Participation Plan 2026 update.

The Executive Board received and filed the Public Participation Plan 2026 update.

14. **TITLE VI ANALYSIS FOR COMMUTER EXPRESS LINE CHANGES**

Recommendation: Receive and file the Title VI analysis report for the Commuter Express Line changes.

The Executive Board received and filed the Title VI Analysis for Commuter Express Line Changes.

15. **JUNE 2026 LEGISLATIVE UPDATE AND ADOPTION OF BOARD POSITIONS**

Recommendation: Adopt SUPPORT positions on SB 741 and AB 1944; and 2. Receive and file the June 2026 Legislative Update.

Motion by Member Calaycay, second by Member Moss, to adopt. Motion carried 5-0 and the Executive Board received and filed the June 2026 Legislative Update.

16. **AUTHORIZATION TO AWARD CONTRACT FOR FIREWALL REPLACEMENT**

Recommendation: Authorize the Chief Executive Officer to finalize contract terms and conditions and enter into an Agreement (No. 26-054) with Digital Scepter in the amount of four hundred eighty-seven thousand six hundred sixty-one dollars and twenty-three cents ($487,661.23) for the purchase and installation of a replacement firewall for the Foothill Transit Data Center located at the administrative offices.

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

REGULAR AGENDA

17. **PUBLIC OUTREACH RESULTS ON PROPOSED CHANGES TO COMMUTER EXPRESS SERVICE**

Recommendation: Recommend to the Governing Board to Approve the following proposed changes to Commuter Express Service: Combine Lines 490 and 498, Cancel Line 493, Maintain Lines 499 and 699 as currently operated

Josh Landis, Manager of Service Development, presented this item.

Mr. Landis reported that an outreach campaign was conducted to notify customers of the proposed changes. Customers were able to submit their comments via email, in person, and with a new online comment form that was available on Foothill Transit's website. During the outreach campaign for in-person or virtual meetings, staff interacted with over 400 customers and over 300 comments were received.

Mr. Landis reported that Foothill Transit operates six commuter routes and that the routes have been closely monitored over the last few years as the COVID pandemic greatly impacted commuter service. Currently, commuter express service is at about 38 percent recovery compared to local service which is at 92 percent recovery. He reviewed each of the proposed changes, which included combining Lines 490 and 498, canceling Line 493 and adding six trips in the morning and afternoon to Line 495, a deviation to Line 482, and combining Lines 499 and 699.

The possible savings with the proposed changes is $2.1 Million and a savings of 8,100 service hours. Foothill Transit plans to reinvest the savings into weekend service where demand is high. Implementation of the proposed changes is planned for November 2026.

Mr. Landis stated that there is a revision to the recommendation to include the increase frequency of Line 495.

Staff responded to questions and comments regarding when will there be a new normal when addressing percentages, the tracking of customers whose bus lines have been canceled and started using a new bus line, parking at the Puente Hills Mall and 493 customers.

The Executive Board approved a revised recommendation to delay the proposed changes to 493 and 495, and to move forward with the remaining proposed changes.

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

18. **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CONTRACT SUPPLEMENTAL LAW ENFORCEMENT SERVICES AUTHORIZATION**

Recommendation: Authorize the Chief Executive Officer to execute a five-year Agreement with the Los Angeles County Sheriff's Department (LASD) for Supplemental Law Enforcement Services.

John Curley, Chief of Safety and Security, presented this item.

Mr. Curley provided an update on the current LASD contract objectives, which included enhanced safety & security presence, high visibility patrols at transit centers and continued de-escalation training. Enhancements include overtime model to set schedule, centralized point of contact, and crime analysis and investigative follow-up. He reported that unruly passenger and bus operator assaults trends have declined. He thanked Captain Brian Jones for his leadership and collaboration on this contract.

He reported that this contract is renewed every five-years. The proposed contract has no proposed changes to service delivery. Rates are currently being determined by the LA County Auditor-Controller. Once the rates are finalized, an annual service authorization will be executed.

Captain Brian Jones addressed the Executive Board and expressed appreciation for the Board's partnership. Staff responded to Executive Board comments and questions regarding establishment of a set schedule, the hiring of Mr. Curley, and LASD staffing.

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

19. **2026 LA COUNTY FAIR SERVICE**

Recommendation: Receive and file the 2026 LA County Fair Service report.

Joe Raquel, Director of Service Development and IT, presented this item.

Mr. Raquel reported that Foothill transit operated two lines to service the fair. During the fair, additional trips were added to Line 197 to align with the fair's closing time. An additional change to Line 197 was that it was detoured to the Pomona A Line Station so customers riding the Metrolink or A Line could get to the fair. Line 67 only operated when the fair was open. The 3.7-mile route serviced the La Verne A Line Station, and stops adjacent to Gate 6, and McKinley Avenue. Line 67 carried 4,692 customers, averaging 276 customers per day. Line 67 only operated four days a week.

The Executive Board received and filed the 2026 LA County Fair Service presentation.

20. **CHIEF EXECUTIVE OFFICER COMMENT**

Comments by Mr. Doran J. Barnes, Chief Executive Officer, Foothill Transit.

Mr. Barnes reported the following:

- The Rose Bowl continues to be a great partner. Foothill Transit will be participating in a backpack giveaway scheduled to take place at the Rose Bowl.
- Foothill Transit will be participating at the FIFA World Cup Fan Zone events being held at Whittier Narrows and Pomona Fairplex.
- Provided an update on the FIFA World Cup shuttle ridership and thanked staff for their efforts.
- Announced that the next meeting of the Governing Board and Executive Board is scheduled for August 28, 2026 at 8:00 a.m.
- Announced that the September Executive Board Meeting will be canceled due to a conflict with the League of California Cities conference.
- Requested that the meeting be adjourned in memory of Leonard Nunnally, father of Executive Board Member Cory Moss.

21. **BOARD MEMBER COMMENT**

Comments by Members of the Foothill Transit Executive Board.

- Chair Shevlin wished the nation a Happy 250th Birthday.
- Member Calaycay complimented the public commenter on his conduct and demeanor at the meeting.

22. **ADJOURNMENT**

Adjournment for the June 26, 2026 Foothill Transit Executive Board Meeting.

There being no further business, the Foothill Transit Executive Board meeting adjourned in memory of Leonard Nunnally at 9:36 a.m.

August 28, 2026

To: Executive Board

Subject: **August 2026 Procurement Monthly Report**

Recommendation

Receive and file the Procurement Monthly Report for August 2026.

Awarded Procurements:

Since the previous month's Executive Board meeting on June 26, 2026, there have been six awards of agreements over $100,000 but below the Executive Board's approval threshold of $250,000.

- Abigail Electric Inc. was awarded Contract No. 26-044 for lighting maintenance at the Administrative Building located in West Covina, as well as other as-needed electrical services. The Independent Cost Estimate for the project was $205,076.19. The contract was awarded for a total amount of $108,193.14, which is below the original cost estimate, resulting in significant cost savings.

- HDR Engineering, Inc. was awarded Contract No. 24-040 Amendment 4, Task Order 3, to update the maintenance management system with the latest software technology. The Independent Cost Estimate for the project was $160,000. The contract was awarded for a total amount of $148,644, which is below the original cost estimate. The contract includes developing the software and technical requirements, preparing the scope of work, and providing support during the procurement process.

- PSOMAS was awarded Contract No. 25-102 Amendment 2 for additional design services to redesign the bus stop shelter/canopy to match the architectural elements of the Cal Poly Pomona Student Services Building on campus. The Independent Cost Estimate for the design services was $150,000. The contract was awarded for a not-to-exceed amount of $125,070 to complete the required design services.

- Dudek was awarded Contract No. 25-119 Amendment 1 for additional environmental consulting services to evaluate the CPP Mobility Hub site, including biological resources, cultural resources, hazardous materials, transportation counts, and other related environmental studies. The Independent Cost Estimate was $124,102. The amendment was awarded for $201,655 to complete the additional environmental evaluations and technical analyses required for this federally funded project.

- AZ Tech Elevator Company was awarded Contract No. 26-057 for monthly elevator maintenance and related services at three locations: the Azusa Intermodal Transit Center, Covina Transit Center, and Industry Park & Ride. The Independent Cost Estimate was $191,003.22. The contract was awarded for a three-year term covering preventative maintenance services in the total amount of $107,100.

- Remix Technologies LLC was awarded Contract No. 27-008 for a web-based planning application designed to create, modify, and analyze route adjustments. The Independent Cost Estimate for the software services was $172,462. The contract was negotiated and awarded for a three-year term in the amount of $153,000.

Upcoming Procurements:

Since the previous month’s Executive Board meeting, the Procurement Department has initiated one procurement over $100,000.00 but below the Executive Board’s approval threshold of $250,000.00.

- Request for Quotes No. 26-080 was issued for Windows Server 2025 licenses to support the upgrade of the agency's servers. The Independent Cost Estimate is $142,191, and the solicitation is currently being prepared for issuance.

Sincerely,

Christopher Pieper	Doran J. Barnes
Director of Procurement	Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **July 2026 Key Performance Indicators Report**

Recommendation

Receive and file the July 2026 Key Performance Indicators Report.

Analysis

This report provides an analysis of Foothill Transit's performance indicators for July 2026 (FY2027). Foothill Transit monitors a number of factors in evaluating the service provided to the public. These are key performance indicators that record the bus system safety, courtesy, and reliability standards, along with industry-standard measurements that are monitored to assess transit operations.

In July, Foothill Transit achieved four out of eight key performance indicator goals. The performance indicator targets met include, Preventable Collisions on Road per 100,000 Miles, Schedule Adherence, Miles between Technical Roadcalls, and Average Cost per Vehicle Service Hour.

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

- ***Boardings –*** Total boardings recorded in July equated to 846,180 – which is 12 percent higher compared to the same month last fiscal year.
- ***Fare Revenue –*** Total fare revenue in July was $692,349. The average fare was $0.82 per boarding.
- ***Operating Expenses –*** Based on current financial estimates, operating expenses incurred in July totaled approximately $14,498,372, resulting in an estimated average cost per service hour of $198.07.
- ***Collisions –*** The system averaged 0.75 preventable vehicle collisions on road per 100,000 miles in July.
- ***Customer Complaints –*** Foothill Transit received an average of 27.1 complaints per 100,000 boardings during July.
- ***Schedule Adherence –*** On-time performance averaged 87.7 percent in July, which is a one percent improvement compared to the same month last fiscal year.

Analysis

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

Goal 1: Operate a safe transit system.

Goal 2: Provide outstanding customer service.

Goal 3: Operate an effective transit system.

Goal 4: Operate an efficient transit system.

These goals provide a framework for performance indicators to quantify and measure how well Foothill Transit is performing. Performance indicators are derived from data collected from a variety of sources including the farebox, automatic passenger counters (APCs) on buses, the SMART*Bus* system, reports from the operations contractors, and financial performance data.

Foothill Transit is a member of the American Bus Benchmarking Group also known as “ABBG”, which is comprised of 28 transit agencies located in various states. The purpose of ABBG is to collaborate with other transit agencies to identify best practices and to use fixed-route data to see how we measure amongst our peers. Several key performance indicator graphs in this report include the latest ABBG average to demonstrate how we are performing compared to the group.

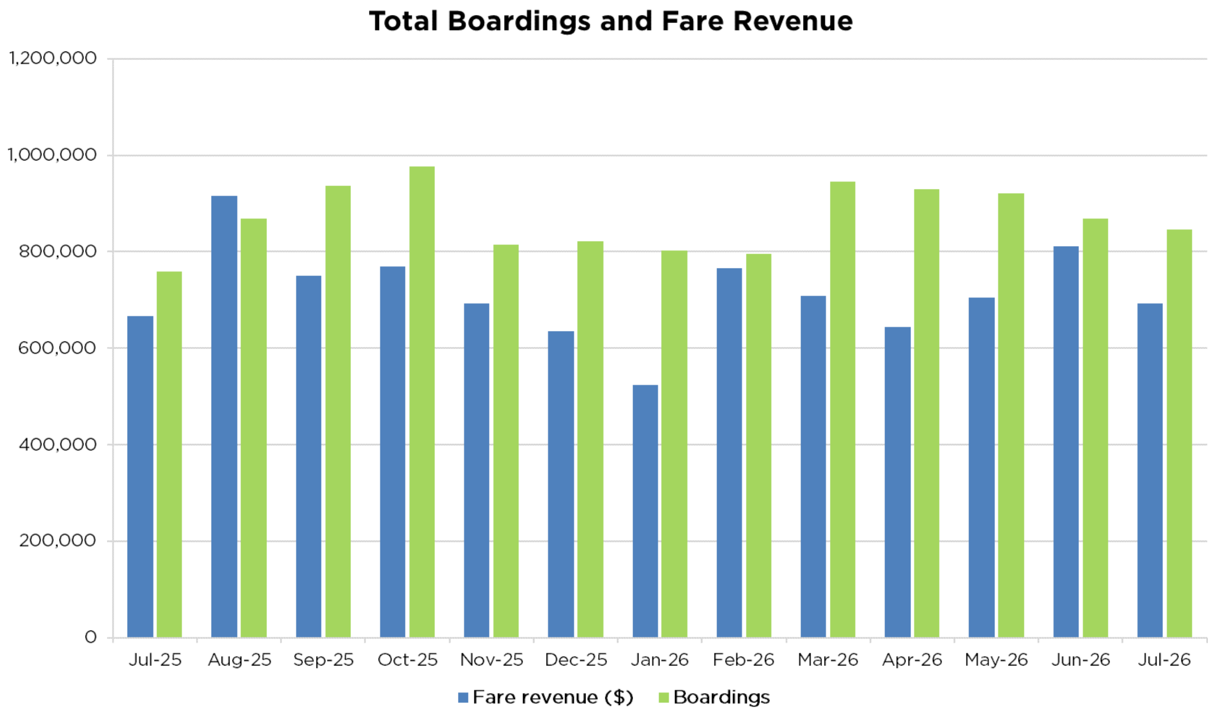
Overall System Performance

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

Total Boardings and Total Fare Revenues

During July, Foothill Transit buses had 846,180 total boardings. When compared to the same month in the previous fiscal year, ridership increased by 12 percent. Foothill Transit continues to explore opportunities to increase ridership and implement new initiatives that relate to ridership.

Total fare revenue recorded during July was $692,349. This is four percent higher than the same month in the previous fiscal year.



Vehicle Service Hours and Operating Expenditure

Foothill Transit operated 62,220 service hours in July, 30 fewer hours than were operated during the same month in the previous fiscal year.

Foothill Transit incurred an estimated $14,498,372 in operating expenses, which is seven percent higher than the same month last fiscal year.

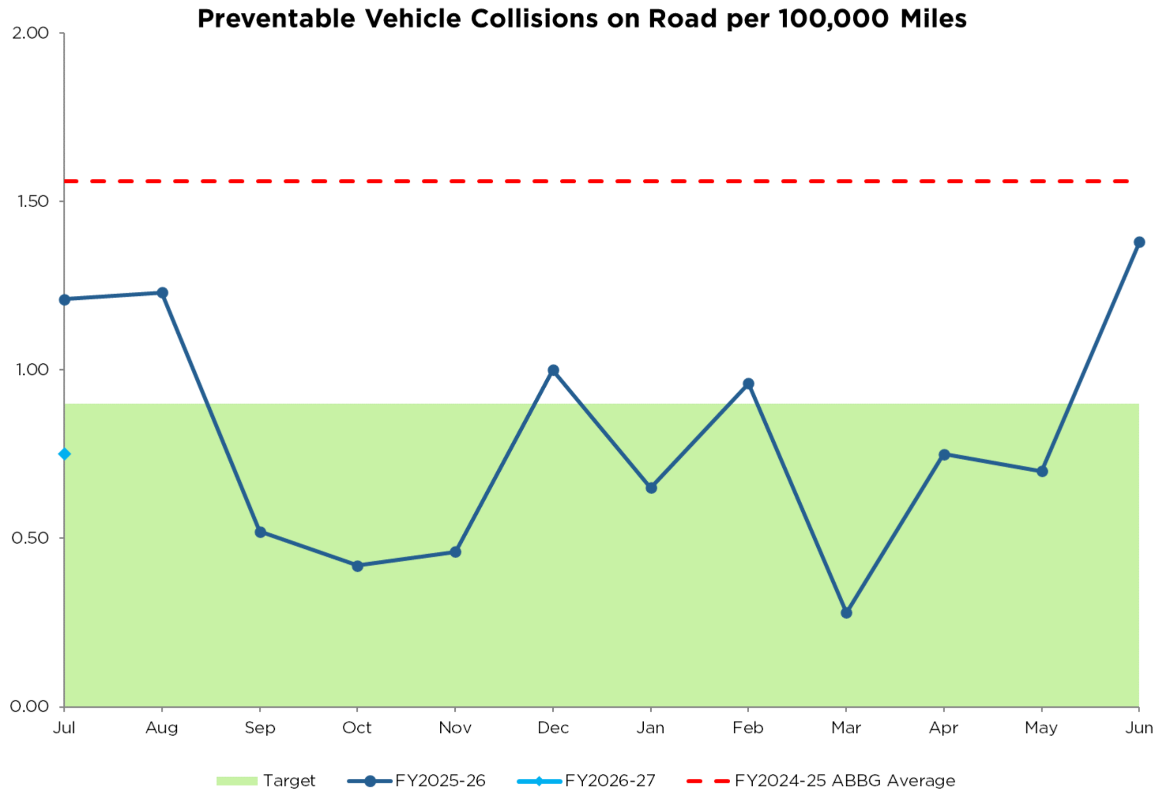
Goal 1: Operate a Safe Transit System

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

Preventable Vehicle Collisions per 100,000 Miles

In July, Foothill Transit met the adopted performance standard of 0.90 or fewer preventable vehicle collisions on road per 100,000 miles with 0.75 this represents a 38 percent improvement compared to the same month last fiscal year. Preventable vehicle collisions were primarily due to sideswipes and coaches making contact with fixed objects, partly as a result of reduced lane widths on arterial roads and freeways.

Keolis' and Transdev's safety committees, which are comprised of operators and administrative staff members, meet monthly to review collision trends, identify hazardous locations, evaluate facility improvement opportunities, and address other safety-related matters. General Managers, Safety Managers, Trainers, and Operations personnel play an active role in developing and implementing safety action plans. These plans include comprehensive operator safe driving training focused on key areas such as maintaining proper following distance, ensuring adequate clearance, and enhancing situational awareness. In addition, monthly safety blitzes are conducted to target high-risk driving behaviors. These sessions provide operators with the opportunity to review real-world incident scenarios captured through onboard camera systems. Using real incident footage enhances training by showing how unsafe behaviors cause preventable collisions, reinforcing safe practices and improving decision-making.


Preventable Vehicle Collisions on Road per 100,000 Miles
2.00
1.50
1.00
0.50
0.00
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Target
FY2025-26
FY2026-27
FY2024-25 ABBG Average

Goal 2: Provide Outstanding Customer Service

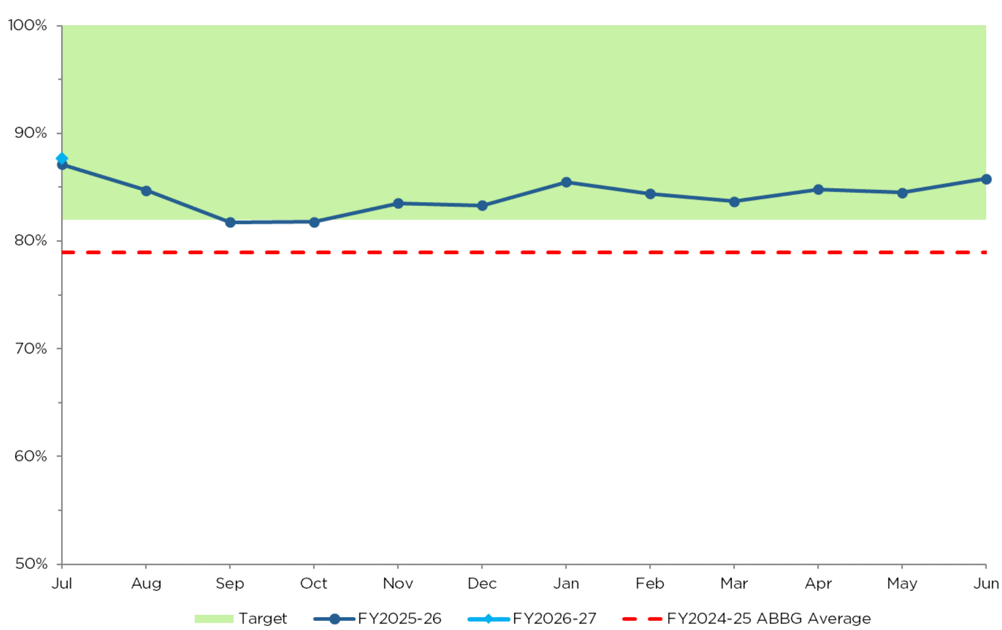
Foothill Transit measures this goal by monitoring the following categories: schedule adherence, average miles between technical roadcalls, and complaints per 100,000 boardings.

Schedule Adherence

Foothill Transit measures its schedule adherence using the industry standard metric of on-time performance (OTP). OTP is calculated by evaluating a vehicle's adherence to time points in the planned schedule. A trip is considered on time if it did not depart early and if it departed the time point before the five-minute late threshold. Foothill Transit adopted a goal of 82 percent or higher OTP for this fiscal year. In July, the OTP goal was met at 87.7 percent; this represents a one percent increase compared to the same month last fiscal year.

Foothill Transit Quality Assurance staff continuously monitor the SMARTBus system in real time and collaborate with operations and maintenance contractors to ensure service adheres to schedule. With readily available OTP data and the Schedule Adherence Dashboard, staff can identify underperforming routes, analyze hourly trends, review running times, and assess the impacts of traffic and construction. This data-driven approach supports coordination with contractors to identify and implement improvements, including refining timepoint GPS positioning to ensure accurate tracking of bus arrivals and departures.

Schedule Adherence

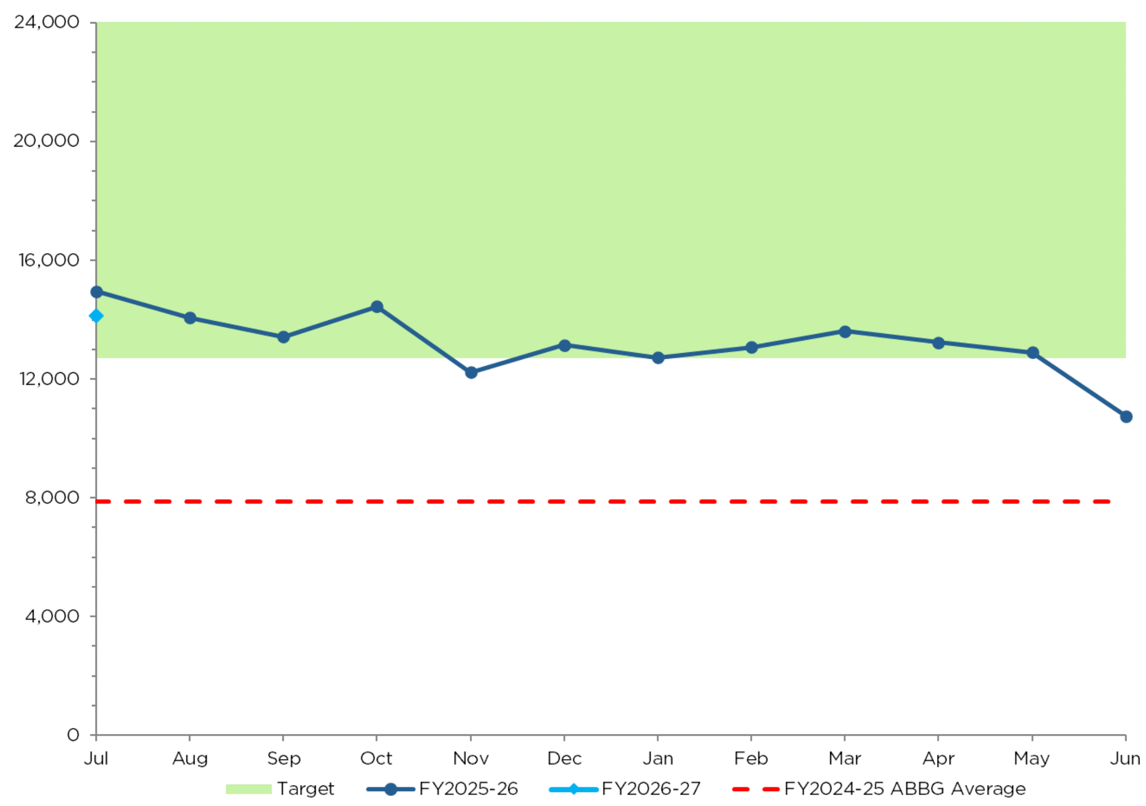


Average Miles between Technical Roadcalls

Average miles between technical roadcalls is a maintenance performance indicator. This adopted measure tracks any mechanical breakdown that occurs, whether a bus is in revenue service or not. Foothill Transit averaged 14,140 miles between technical roadcalls in July, meeting the maintenance reliability goal of at least 12,700 miles between technical roadcalls. This represents a five percent decrease in miles compared to the same month last fiscal year.

Maintenance data is regularly analyzed to identify trends in roadcall types and specific bus series, enabling targeted action plans to reduce mechanical issues. The top technical roadcalls experienced in July were coolant leaks and engine stalling issues. Transdev and Keolis teams have implemented a variety of strategies to mitigate roadcalls which include proactively inspecting the condition of the coolant hoses more frequently, replacing hoses before they become faulty, and shielding coolant lines from major heat sources that can cause damage. To reduce engine-related roadcalls, maintenance teams are also conducting thorough inspections of engine sensor connectors to ensure proper contact and to identify looseness or corrosion.

Average Miles between Technical Roadcalls

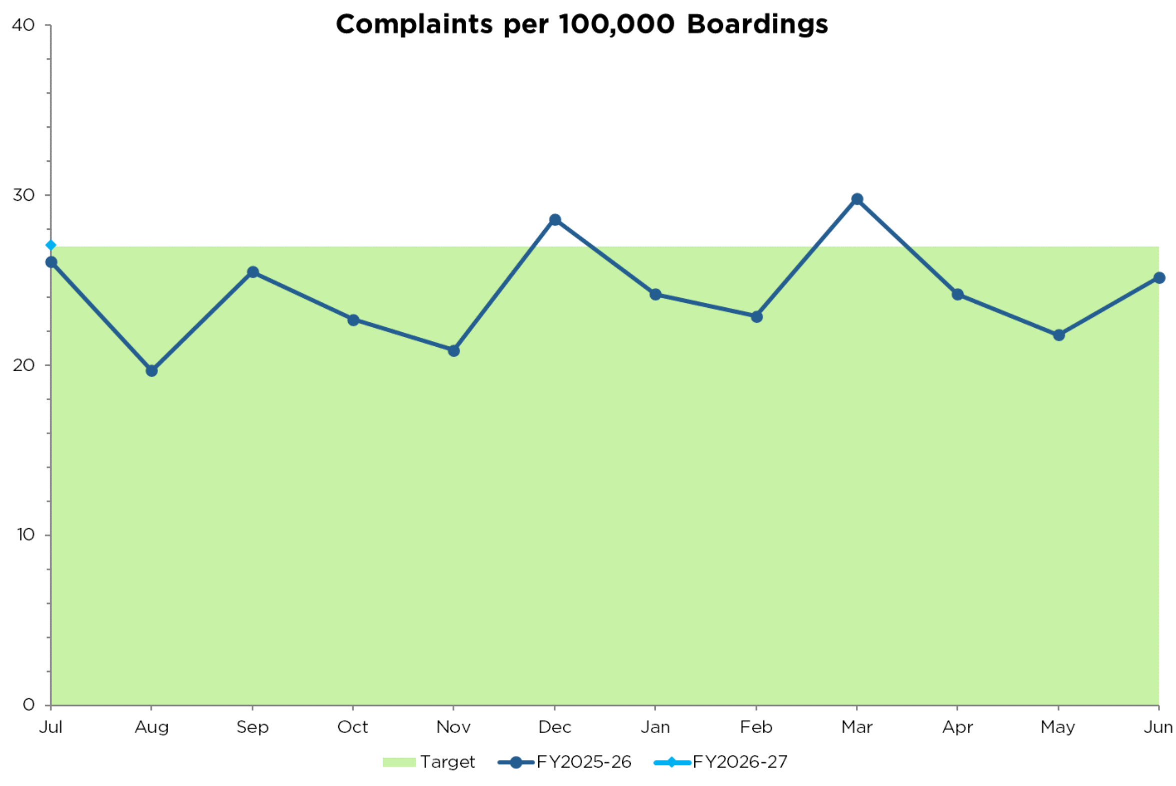


Complaints per 100,000 Boardings

Customer complaints are counts of incidents where a customer reports dissatisfaction with the service. All customer complaints received by Foothill Transit are subject to a thorough investigative process and allows Foothill Transit to determine if a complaint is valid. Investigations include contacting the customer and reviewing the SMART*Bus* system, dispatch logs, on-board videos, and/or verbal communication with the coach operator.

In July, we narrowly missed the performance target of 27 or fewer complaints per 100,000 boardings, achieving 27.1 complaints per 100,000 boardings. This represents a 4% increase compared to the same month last fiscal year.

The top three complaints received during FY2026 were related to courtesy, courtesy pass-up, and schedule adherence (late). Keolis' and Transdev's customer service committees continue to implement various strategies to mitigate customer complaints which include de-escalation training, on-board evaluations, on-time performance oversight, policy awareness, and operator incentive programs. Our transit service contractors continue to monitor the complaint trends and explore new initiatives to enhance the customer experience.



Goal 3: Operate an Effective Transit System

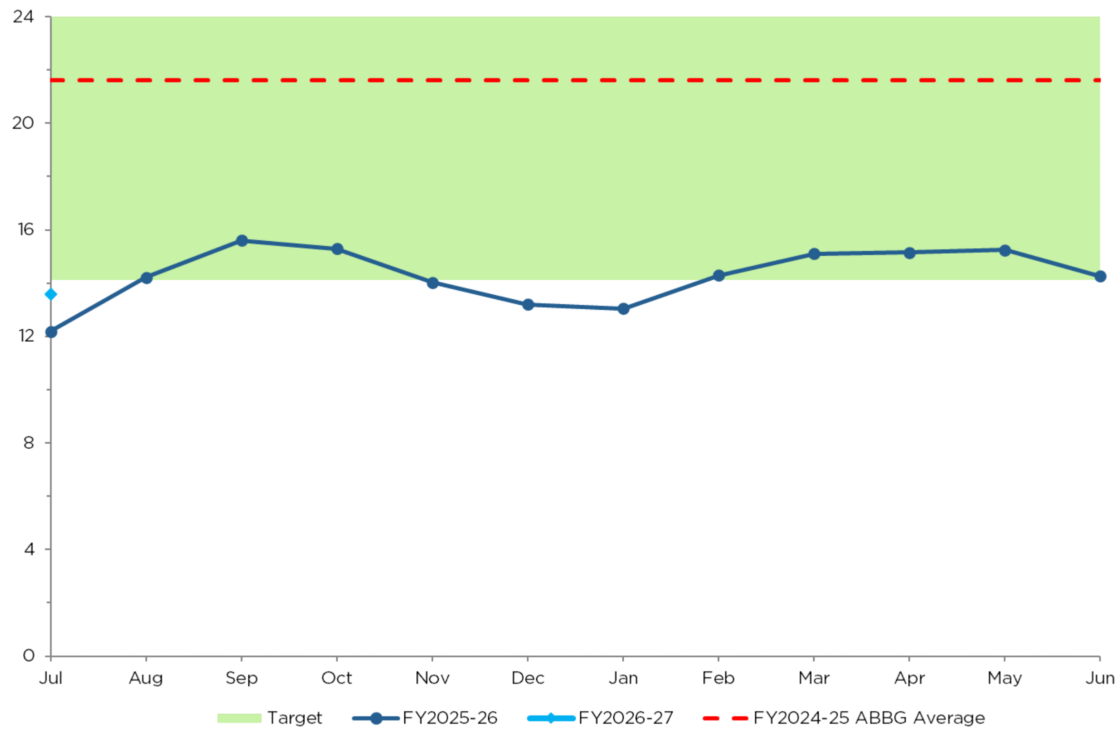
Foothill Transit measures service effectiveness by monitoring boardings per vehicle service hour and average weekday boardings.

Boardings per Vehicle Service Hour

Boardings per vehicle service hour is the total number of boardings divided by the total number of service hours in a given period. In July, the system achieved 13.60 boardings per vehicle service hour, slightly below the target of 14.10 boardings per service hour. Despite narrowly missing the target, this represents a 12 percent increase compared to the same month last fiscal year.

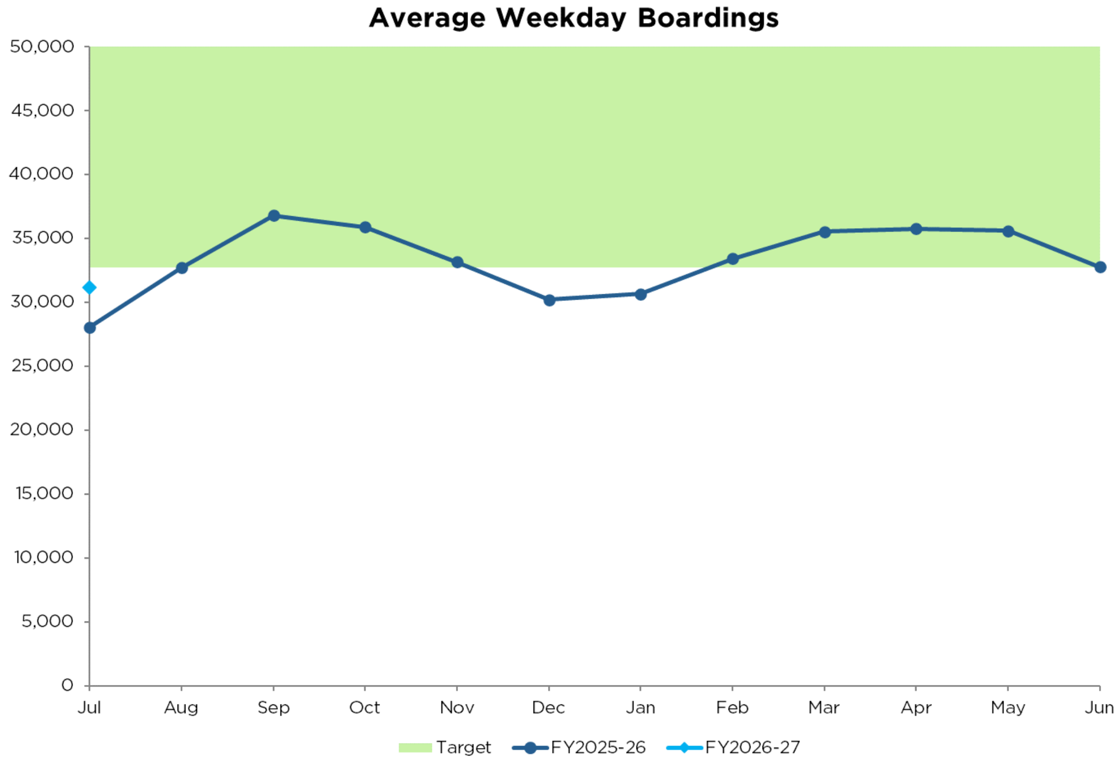
Foothill Transit continues to drive ridership growth by targeting key customer segments through the Class Pass program and outreach at schools and community events. Enhanced data analysis and key ridership reports enables staff to better understand travel demand across the service area, supporting more effective route planning and efficient schedule development.

Boardings per Vehicle Service Hour



Average Weekday Boardings

The number of average weekday boardings is calculated by dividing the total number of weekday boardings by the number of days with weekday service in a given period. Foothill Transit recorded an average of 31,158 weekday boardings in July, below the performance target of 32,700. However, average weekday ridership improved by 11% compared to July of the prior fiscal year.

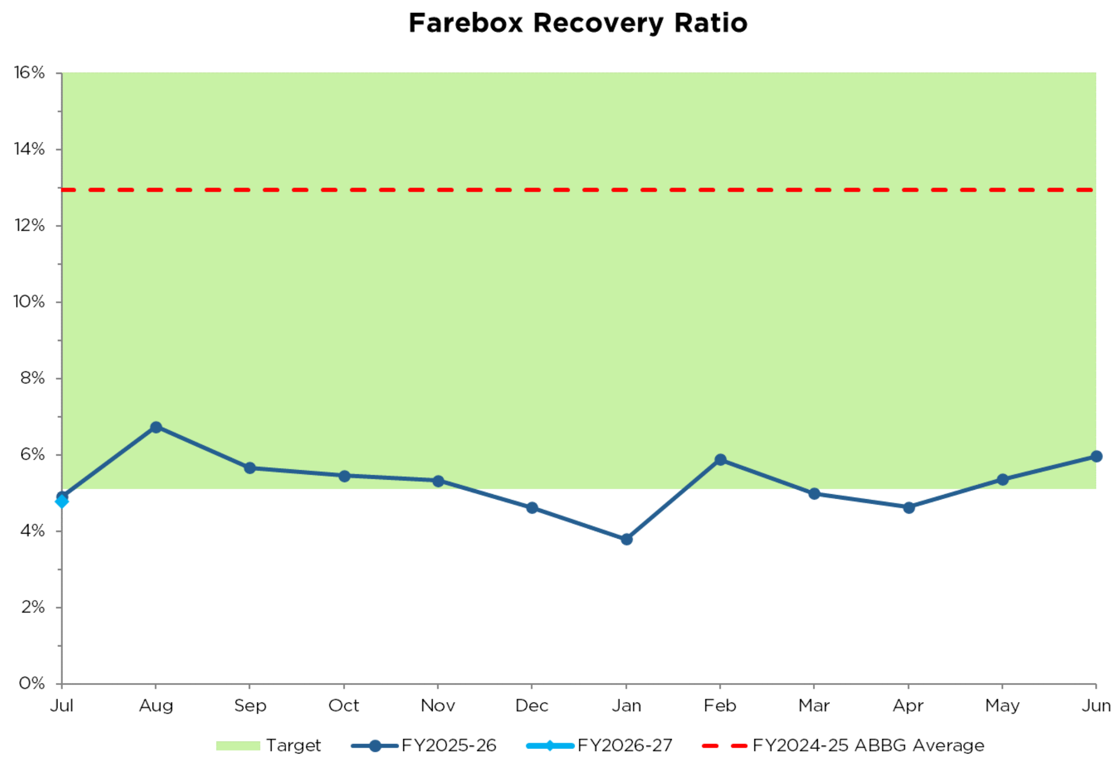


Goal 4: Operate an Efficient Transit System

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

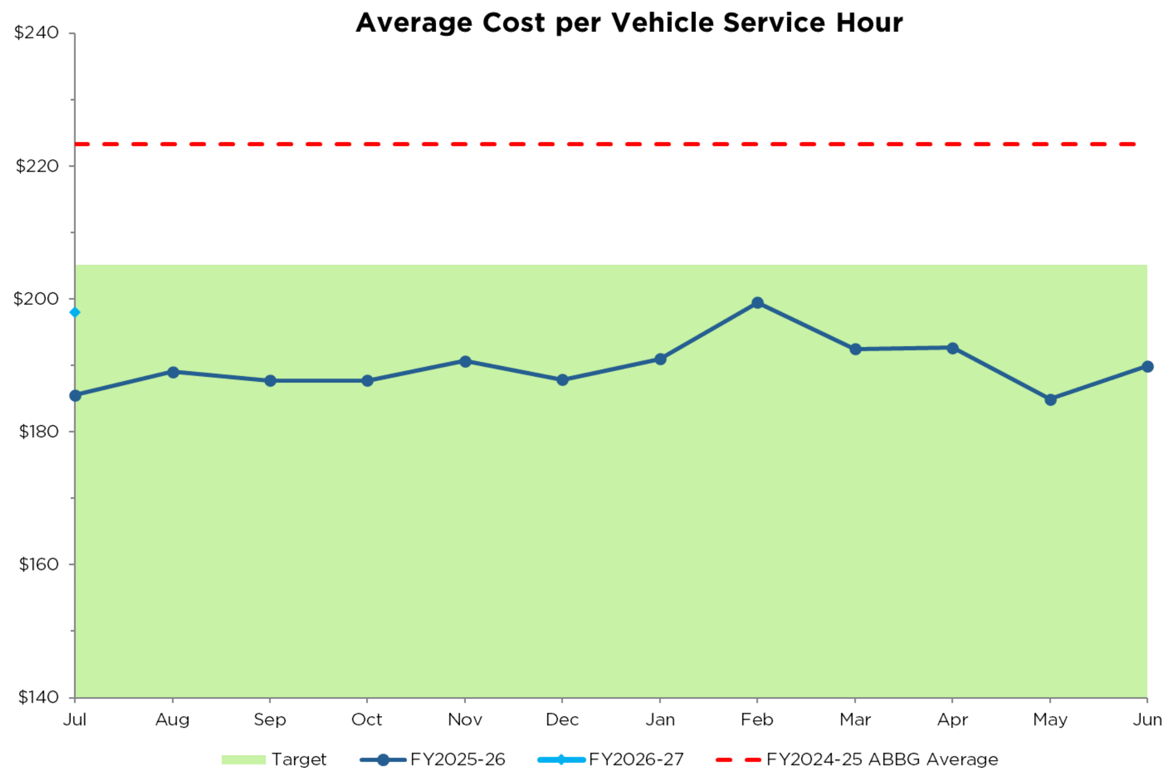
Farebox Recovery Ratio

Farebox recovery ratio is a measure of the proportion of operating costs recovered by passenger fares. The farebox recovery ratio is calculated by dividing total fare revenue by total operating expense. In July, the Farebox Recovery Ratio was 4.78 percent, falling short of the 5.10 percent target. This result represents a three percent decrease compared to the same month last fiscal year.



Average Cost per Vehicle Service Hour

Average cost per vehicle service hour is an industry standard utilized to measure the cost efficiency of transit service. It is derived by dividing operating expenses by vehicle service hours. In July, Foothill Transit did meet the average cost per vehicle service hour target of less than $205.18, with an estimated $198.07. This represents a seven percent increase compared to the same month in the prior fiscal year.



Sincerely,

Paulina Ruiz
System Performance
and Improvement Manager

Doran J. Barnes
Chief Executive Officer

Foothill Transit
Monthly Key Performance Indicators

July **FY 2027**

Goal	Performance Indicator	July FY 2027	Met Target?	July FY 2026	% Improvement Over Same Month Last Year	FY 2026-2027 YTD	Met Target?	FY 2025-2026 YTD	% Improvement YTD	Performance Target
Overall System Performance	Total Boardings	**846,180**	**-**	758,673	12%	**846,180**	**-**	758,673	12%	
	Vehicle Service Hours	**62,220**	**-**	62,250	(0%)	**62,220**	**-**	62,250	(0%)	
	Total Fare Revenue	**$692,349**	**-**	$665,960	4%	**$692,349**	**-**	$665,960	4%	
	Total Operating Expense	**$14,498,372**	**-**	$13,590,307	(7%)	**$14,498,372**	**-**	$13,590,307	(7%)	
Safety	Preventable Vehicle Collisions per 100,000 Miles	**0.75**	**Yes**	1.21	38%	**0.75**	**Yes**	1.21	38%	≤ 0.90
Customer Service	Schedule Adherence	**87.7%**	**Yes**	87.1%	1%	**87.7%**	**Yes**	87.1%	1%	≥ 82%
	Miles Between Technical Roadcalls	**14,140**	**Yes**	14,955	(5%)	**14,140**	**Yes**	14,955	(5%)	≥ 12,700
	Complaints per 100,000 Boardings	**27.1**	**No**	26.1	(4%)	**27.1**	**No**	26.1	(4%)	≤ 27.00
Effectiveness	Boardings per Vehicle Service Hour	**13.60**	**No**	12.19	12%	**13.60**	**No**	12.19	12%	≥ 14.10
	Average Weekday Boardings	**31,158**	**No**	28,044	11%	**31,158**	**No**	28,044	11%	≥ 32,700
Efficiency	Farebox Recovery Ratio	**4.78%**	**No**	4.90%	(3%)	**4.78%**	**No**	4.90%	(3%)	≥ 5.10%
	Average Cost per Vehicle Service Hour	**$198.07**	**Yes**	$185.57	(7%)	**$198.07**	**Yes**	$185.57	(7%)	≤ $205.18

August 28, 2026

To: Executive Board

Subject: **Transportation Fund Exchange – City of Maywood**

Recommendation

Authorize the Chief Executive Officer to execute an assignment agreement with the City of Maywood to exchange Foothill Transit general use funds for Proposition A Transportation Local Return funds.

Analysis

The City of Maywood has $500,000 of uncommitted Proposition A Transportation Local Return funds which may be made available to Foothill Transit to assist in providing transit services. In exchange, Foothill Transit will provide the City of Maywood with $375,000 of available general use funds. Proposition A Transportation Local Return funds may only be used for transportation-related expenditures.

The exchange will take place a) within 30 days of execution of the assignment agreement, and b) approval of the exchange by the Los Angeles County Metropolitan Transportation Authority (LACMTA).

Budget Impact

Foothill Transit will benefit from this exchange by receiving a net gain of $125,000 more than our contribution. The City of Maywood will benefit from this exchange by receiving funds that provide more flexibility to meet the city's expenditure needs. Foothill Transit will program the funds into eligible transit operating and capital expenses.

Sincerely,

Joyce Rooney
Director of Finance

Doran J. Barnes
Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Adopt Revised Resolution Authorizing Access to State and Federal Criminal History Information through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Background Check Live Scan program for Employment Purposes**

Recommendation

Adopt the following revised resolution:

> Resolution No. 2026-01 Revised: Authorization for Foothill Transit to access state and federal summary criminal history information through the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check process through Live Scan program for employment purposes and authorize resubmission of the resolution to the DOJ. (Attachment A).

Analysis

On May 29, 2026, the Executive Board adopted a resolution authorizing Foothill Transit's participation in the DOJ and FBI Live Scan background check program for employment purposes. Following submission of the application materials, the DOJ advised Foothill Transit that revisions to the resolution were necessary to conform to the DOJ's updated and required statutory language and resolution format.

The revised resolution incorporates several DOJ required wording changes and includes an additional concluding statement as part of the authorization process. These revisions are administrative in nature and do not change the purpose, intent, authority, or scope of the Board's original action. The resolution continues to authorize Foothill Transit to access state and federal summary criminal history information for employment purposes, including volunteers and contract employees, in accordance with applicable provisions of the California Penal Code.

Adoption of the revised resolution will satisfy DOJ application requirements and allow Foothill Transit to continue the application process to participate in the Live Scan program.

Budget Impact

There is no fiscal impact associated with approval of the revised resolution. The revisions are administrative and do not affect the previously identified implementation costs.

Sincerely,

Joyce Rooney
Director of Finance

Doran J. Barnes
Chief Executive Officer

Ashlien Savage
Human Resources Manager

RESOLUTION NO. 2026-01 REVISED

RESOLUTION OF THE EXECUTIVE BOARD OF FOOTHILL TRANSIT AUTHORIZING FOOTHILL TRANSIT TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION.

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment.

NOW THEREFORE, BE IT RESOLVED, that Foothill Transit is hereby authorized to access state and federal level summary criminal history information for employment with Foothill Transit (including volunteers and contract employees) purposes and may not disseminate the information to a private entity; and

BE IT FURTHER RESOLVED that Foothill Transit shall not consider a person who has been convicted of a violent or serious felony or misdemeanor eligible for employment (including volunteers and contact employees, if applicable).

[Continued on page 2.]

Attachment A

The Board Secretary of Foothill Transit shall certify as to the adoption of this Resolution.

Adoption. PASSED AND ADOPTED at a Regular Meeting of the Executive Board held on August 28, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

____
BECKY A. SHEVLIN, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:______________________________

ATTEST:
CHRISTINA LOPEZ, BOARD SECRETARY

By:______________________________

August 28, 2026

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 March 2024. 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 reflect clarifications to federal and state regulations and enhancements 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 and Alignments with Federal, State and Local Requirements

   Aligns language with current federal, state and local regulations pertaining to updates issued at the different jurisdictional levels since the last adopted update. These included several changes and clarifications at the federal level including updates to mandatory notifications, equal employment opportunity, disadvantaged business enterprises, sole source awards, value engineering and purchasing thresholds. State and local updates include clarifications on taxes and licensing, design build and transit progressive design-build statutes, and indemnification.

2. Updates to Purchase Order Process

Recommended updates for changes to align with to the purchase order processes put in place by the Finance Department. These process updates were necessary and resultant of the change in payment processing software system.

3. Procurement Method Threshold Changes

Recommended threshold for Micro Purchase acquisitions adjusts Foothill Transit levels to mirror Federal Transit Administration (FTA) federal dollar threshold levels, which changed in October 2025. This change would raise the Micro Purchase threshold from under $10,000 to under $15,000, which is the current federal limit. The simplified acquisition threshold will not change from $250,000 to match the new federal limit of $350,000.

To provide an overview of the current contract landscape, the table below breaks down the number of contracts awarded by value, excluding contract amendments and intergovernmental agreements, during the two-year period from June 2024 to May 2026:

Contract Value	**Number of Contracts**
Under $15,000 over $10,000	10
Over $15,000	150

Seven of the ten agreements between $10,000 and $15,000 were for IT Department purchases and the other three were advertising agreements for the Marketing Department.

Increasing the Micro Purchase threshold could yield some savings related to the contract sign-off process that utilizes outside special counsel services.

4. General Clarifications

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

Budget Impact

The 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

August 2026

Exhibit A

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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'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~~**Foothill Transit's** procurement ~~process of Foothill Transit~~**processes**.
- 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.

Price Threshold	***Method of Procurement***	***Required Approval Level***
Less than $15,000*	Micro Purchase	Department Heads
$15,000-$19,999	Small Purchase	Department Heads
$20,000-$250,000**	Small Purchase	Chief Executive Officer
Greater than $250,000	RFP or IFB	Executive Board

~~* Federal regulations permit recipients of Federal funds to use the stated thresholds.~~

*** The $15,000 threshold is consistent with the Federal micro-purchase threshold as defined in 2 C.F.R. § 200.1 and 48 C.F.R. § 2.101. Foothill Transit may self-certify a**

higher micro-purchase threshold, up to $50,000, in accordance with 2 C.F.R. § 200.320(a)(1) and FTA Circular 4220.1G, Chapter VI, Section 3.a(2). Any self-certification above the current $15,000 threshold must be approved on an annual basis, documented, and maintained in accordance with 2 C.F.R. § 200.334.

**** The $250,000 threshold is lower than the Federal simplified acquisition threshold as defined in 2 C.F.R. § 200.1 and 48 C.F.R. § 2.101. Foothill Transit may set a lower threshold for simplified acquisition procedures but may not set a higher one. As of October 1, 2025, the Federal simplified acquisition threshold is $350,000.**

Please note that Department Heads 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.

Price Threshold	*Method of Procurement*	*Required Approval Level*
Less than $20,000	RFQ	Department Heads
$20,000 - $250,000	RFQ	Chief Executive Officer
Greater than $250,000	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.)

Price Threshold	*Method of Procurement*	*Required Approval Level*

Less than $6,500	Small Purchase	Department Heads
$6,500 - $250,000	IFB	Chief Executive Officer
Greater than $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.

Price Threshold	***Method of Procurement***	***Required Approval Level***
Less than $20,000	Sole Source	Department Heads
$20,000-$250,000	Sole Source	Chief Executive Officer
Greater than $250,000	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~~**levels applicable to sole source procurements** (e.g., a change order of between $20,000 and $250,000 must be approved by the Chief Executive Officer; a change order of over $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 Officer.

2. When the cumulative value of all amendments or change orders to a contract exceeds $250,000, the amendment or change order responsible for exceeding the $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 $240,000, and there is a fifth change order for $11,000, 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 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. Amendments to an Executive Board-approved contract that implement changes that are specifically set forth in the contract or any prior amendment to the contract (i.e., escalator clause) or that are a result of a separate Board action (i.e., approval of Foothill Transit's Business Plan and Budget) may be approved by the Chief Executive Officer, and the value of such amendments do not count toward the cumulative value of amendments or change orders to the contract.

5. 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 head; a task order of $50,000 must be approved by the Chief Executive Officer) where the value of the individual task order at issue is below $250,000. For task orders with an individual value at or above $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.

6. Administrative amendments to an Executive Board-approved contract may be approved by the Chief Executive Officer, provided that such amendments do not have any impact on the overall contract value. Examples include but are not limited to changes in contractor notification information, changes in key personnel, and required updates to contract clause language.

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 Officer are hereby delegated to the Deputy Chief Executive Officer.

Except as provided in these procedures, all rights, powers, duties, and authorities delegated to the Deputy Chief Executive Officer 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. Approvals allowed only to the Chief Executive Officer, Deputy Chief Executive Officer, or the Director of Procurement may not be delegated, provided, however, that the Chief Executive Officer may delegate signature authority to the Deputy Chief Executive Officer.

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

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

Exhibit A

CHAPTER II – POLICIES

Foothill Transit is governed by a five-member Executive Board. Among other duties, Foothill ~~Transit's~~**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~~**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.

Foothill Transit self-certifies that its procurement system complies with Federal regulations, including 2 C.F.R. part 200 and FTA Circular 4220.1G, as part of its annual Certifications and Assurances to FTA. The Director of Procurement is responsible for ensuring the accuracy of such self-certification and maintaining documentation thereof.

B. Standards of Conduct, Procurement Ethics, 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. All Foothill Transit Governing Board members, employees, and agents engaged in the selection, award, or administration of contracts are responsible for identifying and preventing present or potential conflicts of interest.

1. Conflict of Interest

– No Governing Board Member, employee, or agent of Foothill Transit shall participate in the selection, award, or administration of a contract if a present or potential conflict of interest 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, Foothill Transit agent, an immediate family member or partner of any of the foregoing persons, or an entity or organization that employs or is about to employ any person that has a relationship with any of the foregoing persons or an immediate family or partner of 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.

Any individual who believes such a conflict exists is:

a) ~~a.~~ Required to report the conflict as provided in the Foothill Transit Conflict of Interest Code.

b) ~~b.~~ Prohibited from engaging in any activities involving the contract or subcontract, including the selection, award or administration of such contract or subcontract, in which the individual has a present or potential financial or other significant interest.

Anyone who violates these provisions is subject to penalties, sanctions, or other disciplinary actions as permitted by state or local law or regulations.

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.

Foothill Transit will disclose in writing any potential conflict of interest to the ~~Federal Transit Administration~~**FTA** 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, employee, or agent 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 or 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~~any 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) ~~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) ~~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) ~~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) ~~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) ~~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.~~

5. Mandatory Notifications – Federal Awards – Foothill Transit shall promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IX of any current or prospective legal matter that may affect the Federal Government. A legal matter may include, but is not

limited to, a major dispute, breach, default, litigation, or the naming of the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Foothill Transit shall promptly notify the FTA Chief Counsel, FTA Regional Counsel for Region IX, and the U.S. Department of Transportation (DOT) Inspector General if Foothill Transit has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, including but not limited to situations where Foothill Transit has knowledge that a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law involving fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

Foothill Transit will include the above, or substantially similar, notification requirements in Federally funded contracts at any tier in excess of $25,000, in all contracts for federally required audit services irrespective of contract amount, and in contracts at any tier that must be approved by an FTA official irrespective of contract amount.

C. Purchasing Policies

1. Equal Employment Opportunity~~/Affirmative Action~~

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

a) ~~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) ~~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) ~~c.~~ That the vendor agrees to demonstrate ~~positively and aggressively~~ the principle of equal opportunity in employment.

2. Disadvantaged Business Enterprise

~~a. General Policy~~

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~~**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~~**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**, , which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible**.

~~b. Contract Goals~~

b) **Bidders List – Foothill Transit will obtain bidders list information about all DBEs and non-DBEs who bid as prime contractors and subcontractors on each of Foothill Transit's Federally assisted contracts. Foothill Transit will require bidders on Federally assisted contracts to submit the following information with their bids or initial responses to negotiated procurements: (1) firm name; (2) firm address including ZIP code; (3) firm's status as a DBE or non-DBE; (4) NAICS code applicable to each scope of work the firm sought to perform in its bid; (5) age of the firm; and (6) the annual gross receipts of the firm (*e.g.,* less than $1 million; $1-3 million; $3-6 million; $6-10 million; etc.).**

c) **Contract Goals –** Foothill Transit's DBE Liaison Officer shall be responsible for determining whether to establish a DBE goal for each ~~Federally-assisted~~**Federally assisted** contract. The setting of

DBE contract goals shall be consistent with the provisions of 49 C.F.R. §§ 26.51(~~c~~e)~~ through~~ -(~~f~~h).

d) **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.**

~~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.~~ e) 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~~part 26.

~~e. Tracking Participation~~

f) **Tracking Participation –** Foothill Transit shall require contractors to submit monthly reports identifying payments made to DBE firms.

~~f.~~ g) Contracting with Small and Minority Businesses, Women's Business Enterprises, **Veteran-Owned Businesses,** and Labor Surplus ~~Areas~~

Area Firms – When possible, Foothill Transit shall ~~take all necessary affirmative steps to assure that~~**ensure that small businesses,** minority businesses, women's **business enterprises, veteran-owned** 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.~~**considered for Federally assisted contracts by taking one or more of the following steps: (1) including these business types on solicitation lists; (2) soliciting these business types whenever they are deemed eligible as potential sources; (3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) establishing delivery schedules that encourage participation by these business types; and (5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.**

Foothill Transit shall require that contractors on Federally assisted contracts ensure consideration of these business types by taking one or more of the steps described above, when possible.

~~g.~~ **h)** 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 **applicable** laws and regulations, including but not limited to**:**

(1) 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, ~~**.**

(2) CA Bus & Prof Code § 7108.5 and CA PCC § 10262.5, which require ~~the contractor~~**construction contractors** to pay subcontractors for satisfactory performance not later than 7 days from the contractor's receipt of payment from Foothill Transit.

~~3. Veterans Employment~~

(3) CA Civil Code § 3321, which requires a prime design professional to pay subconsultant design professionals not later than 15 days after the prime design professional'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**, consistent with 49 U.S.C. § 5325(k)**.

4. Cooperative Procurement

– When circumstances warrant, Foothill Transit may attempt to fill requirements through a **state schedule or** cooperative purchasing agreement with the State of California, the County of Los Angeles, or other appropriate public or private cooperative procurement agency. **Requirements for cooperative purchasing are set forth in Chapter III, Subchapter M.**

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) ~~a.~~ Unreasonable requirements placed on firms in order for them to qualify to do business.

b) ~~b.~~ Unnecessary experience and excessive bonding requirements.

c) ~~c.~~ Noncompetitive pricing practices between firms or between affiliated companies.

d) ~~d.~~ Noncompetitive award to any person or firm on retainer contracts.

e) ~~e.~~ The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered.

f) ~~f.~~ Exclusionary or discriminatory specifications.

g) ~~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.

6. **Prequalification –** 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~~ **:**

a) **Foothill Transit uses prequalification lists that are current.**

b) **Foothill Transit uses prequalification lists that** include enough qualified sources to ~~ensure~~**provide** maximum **full and** open competition.

c) **When establishing or amending prequalified lists, Foothill Transit considers objective factors that evaluate price and cost to maximize competition.**

d) **Foothill Transit does not preclude potential bidders or offerors from qualifying during the solicitation period (from the issuance of the solicitation to its closing date). However, Foothill Transit need not hold a solicitation open to accommodate a potential supplier that attempts to qualify during that solicitation. Nor must Foothill Transit expedite or shorten prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period.**

Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements.

~~6~~7. 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~~8. Public Records Act and Brown Act

a) 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.

b) 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.

c) Public Records~~ –~~

~~a.~~1) All ~~Proposals, Bids, or Offers~~**proposals, bids, or offers** submitted in response to the procurement ~~shall~~**will** become a matter of public record and ~~shall~~**will** be regarded as public records~~, with the exception of those~~ 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. **Any** elements of ~~each~~**the** 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~~ **are excepted**.

~~b.~~**2)** Foothill Transit will not disclose information in a ~~Proposal, Bid, or Offer~~**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.~~**3)** If a contract award requires Executive Board approval, all ~~Proposals, Bids, or Offers~~**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 determines that information marked as trade secret, confidential, or proprietary should be considered by the Executive Board, the Chief Executive Officer shall recommend that the Executive Board hold a closed session to consider and discuss the information. If any ~~of the~~ Executive Board ~~Members deem~~**Member deems** 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~~9. Term Limitations

a) 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~~

b) **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~~**in excess of** 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~~**10. Revenue Contracts – Except for** 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~~11. 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 **take one of the following actions, as determined by Foothill Transit**:

a) ~~(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;

b) ~~(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

c) ~~(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~~12. 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~~13. 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) ~~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) ~~b.~~ Media procurements shall be initiated by the Director of Marketing and Communications or his or her designee.

c) ~~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) ~~d.~~ The purchase of classified advertising of procurement and recruitment notices is excepted and is not affected by this policy.

~~13~~**14**. 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**, and 2 C.F.R. § 200.323**.

~~14~~**15**. 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~~16. 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~~parts 661 and 663. Foothill Transit will also include applicable Buy America requirements in all contracts and other subawards under such projects.

b~~.~~) *Build America, Buy America Act Requirements*. When Federal financial assistance is used for infrastructure projects, construction materials used in the project are subject to the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

c~~.~~) *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~~part 381. Foothill Transit will also include applicable Cargo Preference requirements in all contracts and other subawards.

d~~.~~) *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.

e~~.~~) *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~~17. 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.

18. Federal Tax Liability and Felony Conviction Certification – Prior to entering into any Federally assisted contract with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, Foothill Transit shall obtain from the prospective contractor a certification that the contractor (a) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) was not convicted of a felony criminal violation under any Federal law within the preceding 24 months. Foothill Transit shall require the contractor to obtain similar certifications from its subcontractors at all tiers.

19. Value Engineering – Foothill Transit will include value engineering provisions in contracts for construction projects, consistent with 2 C.F.R. § 200.318 and FTA Circular 4220.1G. Value engineering is the systematic application of recognized techniques to identify the function of a product or service, establish a value for that function, and provide the necessary function reliably at the lowest overall cost. Value engineering may be a prerequisite for some Federal assistance awards, and FTA generally will not approve a grant for a major capital project until value engineering is complete. Some contractual arrangements (for example, design build contracts) may inherently include value engineering.

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~~the 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. **§** 200.325 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 **relevant** 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**, including records and information Foothill Transit may regard as confidential or proprietary,** 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.~~ **a)** Has adequate financial resources, or the ability to obtain such resources as required during performance of the contract.

   ~~b.~~ **b)** Has a satisfactory record of integrity and business ethics.

~~c.~~ c) Is neither debarred nor suspended from State or Federal programs.

~~d.~~ d) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

~~e.~~ e) Is in compliance with applicable licensing and tax laws and regulations.[1]

~~f.~~ 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.~~ 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.~~ h) Has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.

~~i.~~ i) Has the necessary production, construction, and technical resources, equipment, and facilities, or the ability to obtain them.

~~j.~~ 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.~~ A list of debarred, suspended, or ineligible firms or individuals. The Federal System for Award Management, Foothill Transit's

[1] **Where required, deficiency in licensure will be treated as a matter of responsiveness consistent with CA Bus & Prof Code § 7028.15(e).**

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) ~~b.~~ From the prospective ~~contractor's~~**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) ~~c.~~ Publications, including credit ratings, trade and financial journals, and business directories and registers may also be used.

d) ~~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) ~~e.~~ Documented past performance on contracts with Foothill Transit.

f) ~~f.~~ Appropriate websites containing information concerning the responsibility of prospective contractors.

g) ~~g.~~ If appropriate, it will be determined, through utilization of the California State Licensing Board website, whether a prospective contractor possesses required licenses.

h) ~~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) ~~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) ~~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 $15,000 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 $15,000 or less may be made without obtaining competitive quotations if it is determined by the Department Head that the price to be paid is fair and reasonable. ~~The Department Head will document the basis for this determination.~~

The Department Head will maintain documentation to support the determination that the price is reasonable based on research, experience, purchase history, or other information. Foothill Transit need not justify the procurement method used, the selection of contract type, or reasons for contractor selection or rejection for micro-purchases, provided that documentation of price reasonableness is maintained.

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 **less than** $6,500 ~~or less~~; or (ii) goods or services that exceed $15,000 but do not exceed $250,000. 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 **price or rate** quotations from an ~~appropriate number of vendors to provide adequate competition. Based on Foothill Transit's long history of procurements, it~~**adequate number of qualified sources to ensure competition. Foothill Transit may exercise judgment in determining what number is adequate and** has determined that obtaining quotations from three (3) vendors will generally provide adequate competition. If the Department Head determines that more or fewer quotes is necessary for adequate competition, the Department Head shall provide information on the basis for that determination in the ~~procurement file~~**Procurement File**. The responsibility for soliciting quotations rests with the Procurement Department. ~~Appropriate~~

Foothill Transit shall maintain documentation~~, including a list of the~~ **in the Procurement File to support the decision to use the small-purchase procurement method, the selection of contract type, the** vendors contacted, the quotes received, **the reasons for contractor selection or rejection,** 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 $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 $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) ~~a.~~ The specific goods or objectives of the contemplated work.

b) ~~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) ~~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) ~~a.~~ Date and time IFB packets are distributed.

   b) ~~b.~~ Names and addresses of bidders receiving bid invitations and attending pre-bid conferences.

2. The control record has two primary purposes:

   a) ~~a.~~ Serves as a mailing list for the issuance of addenda.

   b) ~~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~~IFBs

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~~**to Foothill Transit's Procurement Portal** 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.~~**official bid receipt time shall be the time stated in the Procurement Portal.** 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~~**bids** shall be returned to the sender unopened.

Where bid security is required, bidders must submit a scanned copy of the bid security to the Foothill Transit Procurement Portal and provide the required number of hard copy originals of the bid security to Foothill Transit by the deadline for receipt of bids set forth in the IFB. If a bidder's hard copy bid security arrives after the bid receipt deadline, Foothill Transit may treat the bid security as timely received if (1) Foothill Transit actually receives the bid security by the date and time specified in the IFB, and (2) the bid security was under the full control of Foothill Transit or a third-party delivery provider prior to the bid receipt deadline (i.e., there is verifiable evidence that the hard copy original(s) of the bid security was/were in the full control of USPS, FedEx, etc., prior to the bid receipt deadline).

K. Withdrawal of Bids

Any bidder may withdraw its bid, either ~~personally~~**by action on the Foothill Transit Procurement Portal** 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~~**document** an explanation of the opening, the date and time opened, and the IFB number. ~~The Director shall sign the envelope. Bids~~**No information contained in 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.

At the bid closing date and time, Foothill Transit's electronic procurement system will lock the solicitation and provide for the rejection of all late bids. The Director of Procurement or designee will record the bids received.

~~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~~**bids** 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~~**8** 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 **as** 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 – The Director of Procurement shall examine all bids for mistakes. In cases of apparent mistakes and in cases where the Director of Procurement has reason to believe that a mistake may have been made (such as when a bid is unreasonably lower than the other bids submitted), the Director of Procurement shall request that the bidder confirm the bid, calling attention to the suspected mistake. If the bidder alleges mistake, the bid will be corrected or withdrawn as follows:

~~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.~~ **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. In all cases of errors in mathematical computation, the unit prices shall not be changed.

~~b.~~ **b)** A bidder will be permitted to withdraw a low bid if:

~~i.~~ **(i) a** ~~A~~ mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

~~ii.~~ **(ii) the** ~~The~~ bidder submits proof of evidential value, which clearly and convincingly demonstrates that a mistake was made.

2. ~~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.

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.

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~~**is** 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~~**the** absence of any of the prerequisites of formal advertising. A price or cost analysis may be ~~performed~~**conducted** to establish the reasonableness of the bid price before an award is made.

S. 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~~**requirements** 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~~**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) ~~a.~~ Inadequate, ambiguous, or otherwise deficient specifications were cited in the IFB.

b) ~~b.~~ The supplies or services are no longer required.

c) ~~c.~~ The IFB did not provide for consideration of all factors of cost to Foothill Transit.

d) ~~d.~~ Bids received indicate that ~~the~~**Foothill Transit's** needs ~~of Foothill Transit~~ can be satisfied by a less expensive item ~~differing~~**different** from ~~that~~**the item** on which bids were received.

e) ~~e.~~ All otherwise acceptable bids received are at unreasonable prices.

f) ~~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) ~~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.

T. Rejection of Individual Bids

1. Any bid ~~which~~**that** 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~~**where**:

a) ~~a. Attempts~~**The bidder 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) ~~b. Fails~~**The bid fails** to state a price and in lieu thereof states that price shall be "price in effect at time of delivery."

c) ~~c. States~~**The bid states** a price but qualifies such price as being subject to "price in effect at time of delivery."

d) ~~d.~~ Where not authorized by the IFB, **the bidder** 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) ~~e. Limits~~**The bid or bidder limits** rights of Foothill Transit under any contract clause.

f) ~~f. Fails~~**The bidder 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~~**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~~**IFB**.

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~~**its** assets related to the bid during the period between the bid opening and the award, the transferee may not take over the bid, ~~thus~~**and** Foothill Transit may reject the bid.

U. 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~~**overnight** 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.

V. 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 Chief Executive Officer 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.

W. 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~~**three** 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-priced 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 (~~**an** RFP~~)~~ when the estimated cost of the project or base term for goods or services exceeds $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 that 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) ~~a.~~ The specific goods or objectives of the contemplated work.

    b) ~~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) ~~c.~~ A requirement for periodic reporting or progress on the project if the procurement involves consultant or professional services.

    d) ~~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) ~~a.~~ Date and time RFP packets are distributed.

    b) ~~b.~~ Names and addresses of vendors receiving the RFP and attending the pre-proposal conference.

2. The control record has two primary purposes:

    a) ~~a.~~ Serves as a mailing list for the issuance of addenda.

    b) ~~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) ~~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) ~~b.~~ Discuss the participation requirements for disadvantaged business enterprises (DBE), if applicable.

   c) ~~c.~~ Discuss the specifications and/or scope of work. The Project Manager should be available to answer technical questions.

   d) ~~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~~**specifications** by Foothill Transit's employees, unless such

clarification or change is provided to potential proposers in a written addendum ~~form~~ from Foothill Transit.

4. Each addendum issued to an RFP shall:

a) ~~a.~~ Be serially numbered and dated.

b) ~~b.~~ Include the number, date, and a description of the RFP at issue.

c) ~~c.~~ Clearly state the changes made in the RFP and the extension of the due date, if any.

d) ~~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~~**to Foothill Transit's Procurement Portal** 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~~**official proposal receipt time shall be the time stated in the Procurement Portal**. The timeliness of proposals is the sole responsibility of the proposer.

Where proposal security is required, proposers must submit a scanned copy of the proposal security to the Foothill Transit Procurement Portal and provide the required number of hard copy originals of the proposal security to Foothill Transit by the deadline for receipt of proposals set forth in the RFP. If a proposer's hard copy proposal security arrives after the proposal receipt deadline, Foothill Transit may treat the proposal security as timely received if (1) Foothill Transit actually receives the proposal security by the date and time specified in the RFP, and (2) the proposal security was under the full control of Foothill Transit or a third-party delivery provider prior to the proposal receipt deadline (i.e., there is verifiable evidence that the hard copy original(s) of the proposal security was/were in the full control of USPS, FedEx, etc., prior to the proposal receipt deadline).

J. Withdrawal of Proposals

Any proposer may withdraw its proposal, either ~~personally~~**by action on the Foothill Transit Procurement Portal** 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"~~**minimum requirements or qualifications criteria**, a "pass/fail" evaluation will be made of the proposal to determine compliance with ~~the "Minimum Requirements Criteria."~~ **said minimum requirements or qualifications 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"~~**minimum requirements or qualifications 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~~**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 Officer. In appointing individuals to the Evaluation Committee, the Chief Executive 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~~**Evaluation 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~~**are** not required in the following cases:

    a) ~~a.~~ The Director of Procurement determines that evaluation and award may be made based on initial proposals alone;

    b) ~~b. Procurement~~**The procurement** is for supplies for which prices or rates are fixed by law or regulation;

    c) ~~c.~~ Time for delivery will not permit discussions; or

    d) ~~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) ~~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) ~~b.~~ Verbally at the meeting and ~~in written form~~**/or in writing** advise proposers of deficiencies in their proposals so that the proposers are given an opportunity to satisfy Foothill Transit's requirements.

c) ~~c.~~ Attempt to resolve any uncertainties concerning the proposer's technical proposal and other terms and conditions of the proposal.

d) ~~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) ~~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 **process**, the Evaluation Committee should not engage in:

a) ~~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) ~~b.~~ Technical transfusion, defined as disclosure of technical information pertaining to a proposal that results in improvement of a competing proposal.

c) ~~c.~~ Auction techniques, such as:

1) ~~i.~~ Indicating to a proposer the cost or price that it must meet to obtain further consideration.

2) ~~ii.~~ Advising a proposer of its price standing relative to another proposer; however, it is permissible to inform **a** proposer that its cost or price is considered by the Evaluation Committee to be too high or unrealistic.

3) ~~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) ~~a.~~ Negotiations are being concluded.

   b) ~~b.~~ Proposers are being asked for their "best and final" offer, not merely to confirm or reconfirm prior offers.

   c) ~~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 **review of** 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 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~~**overnight** 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 Officer's determination of the recommendation for contract award.

2. The Executive Board shall vote to accept or reject the Chief Executive Officer's determination of the recommendation for contract award. If the Executive Board rejects the Chief Executive Officer'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 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) ~~a.~~ Be limited to discussion of the unsuccessful proposer's proposal and must not include specific discussion of a competing proposer's proposal~~.~~;

    b) ~~b.~~ Be factual and consistent with the evaluation of the unsuccessful proposer's proposal; and

    c) ~~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~~**three** 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. Procurement Method

~~A~~1. 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~~

2. **A Request for Qualifications (**RFQ**)** is used in the solicitation of A/E and related services. 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-described** types of services are also potential sources to perform other services.

~~B~~3. 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.~~

B. Procedures

~~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 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) ~~a.~~ Professional qualifications for performance of the required services;

    b) ~~b.~~ Specialized experience and technical competence in the type of work required;

c) ~~c.~~ Experience and professional qualifications of the firm's staff to be assigned to the project;

d) ~~d.~~ Location of the main office of the proposing firm and its consultants (provided such consideration does not unduly limit competition);

e) ~~e.~~ Analysis of the firm's current workload and capacity to accomplish the work in the required time; and

f) ~~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 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 Officer to review the basis upon which the recommendations were made. The Chief Executive Officer shall not add firms to the selection report. If recommended firms are deemed to be unqualified or the report is inadequate, the Chief Executive 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 Officer from a list of the most highly qualified firms prepared by the Evaluation Committee. The Chief Executive Officer 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) ~~a.~~ Scope and complexity of designs, surveys, and other work and the skills necessary for these services.

   b) ~~b.~~ Quality and quantity of data provided to the A/E by Foothill Transit.

   c) ~~c.~~ Location of~~,~~ and conditions under which~~,~~ the services will be performed.

   d) ~~d.~~ Date services are to begin, and time allowed for performance.

10. Costs should be negotiated taking into consideration:

    a) ~~a.~~ Direct Labor.

    b) ~~b.~~ Overhead.

    c) ~~c.~~ General and administrative expenses.

    d) ~~d.~~ Materials.

    e) ~~e.~~ Other direct costs.

    f) ~~f.~~ Profit, which is further influenced by:

       1) ~~i.~~ Degree of A/E's risk.

       2) ~~ii.~~ Level of effort.

       3) ~~iii.~~ Level of talent or expertise the A/E must furnish.

       4) ~~iv.~~ Amount of subcontracting.

       5) ~~v.~~ Amount of top level A/E management involved.

       6) ~~vi.~~ Subcontracts.

       7) ~~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~~**procurements are purchases** 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 $15,000 are considered micro purchases and are exempt from the requirement to obtain competitive quotes or process a sole source justification.

B. A sole source procurement above the micro purchase threshold must be documented as to the reasons why only one supplier is acceptable. 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 Officer or Executive Board for approval as appropriate. The Director of Procurement will also ensure that ~~that~~ the completed form **and justification for the noncompetitive award** is included in the procurement file.

~~B~~**C**. 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) ~~a.~~ Single Source

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

   1) ~~i.~~ Unique Capability or Availability. **Foothill Transit may negotiate a sole source award with an offeror that presents an unsolicited proposal that makes available a unique and innovative idea or approach. Commercial products or commercial services cannot be the basis of an unsolicited proposal.** The offeror ~~demonstrates~~**should demonstrate** 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.

2) ~~ii.~~ Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition. **However, the mere existence of such rights does not by itself justify a noncompetitive award.**

3) ~~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.

4) ~~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) ~~b. Unusual and Compelling Urgency.~~ **Exigency or Emergency. When a public exigency or emergency for the requirement** will not permit a delay resulting from **providing public notice of a competitive solicitation, or where an unusual and compelling urgency means Foothill Transit** would be seriously injured unless it were permitted to limit the solicitation**,** 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.~~**or may make a noncompetitive award. When** 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.~~ **is procuring goods or services to respond to an emergency, it should limit its contract only to the quantities or period of performance necessary to see it through the emergency.**

c) **As Authorized by FTA. Under authority of 2 C.F.R. § 200.320(c)(4), FTA has determined that noncompetitive awards made be made in the following circumstances:**

1) ***Team, Consortium, Joint Venture, or Partnership*. When FTA awards a grant agreement or enters into a cooperative agreement with a team, consortium, joint venture, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, Foothill Transit must adhere to competition requirements to select other contractors.**

2) ***Federal Standards*. FTA authorized procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3 and under the following circumstances:**

   (a) ***Statutory Authorization or Requirement*. To comply with DOT appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.**

   (b) ***National Emergency*. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.**

   (c) ***Research*. To establish or maintain an educational or other non-profit institution or a Federally funded research and development center that has or will have an essential engineering, research, or development capability.**

   (d) ***Protests, Disputes, Claims, Litigation*. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.**

   (e) ***International Arrangements*. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing Foothill Transit for the**

cost of the acquisition of the supplies or services for that government.

(f) ***National Security*. When the disclosure of Foothill Transit's needs would compromise the national security.**

~~c. FTA Approval. The Federal Transit Administration authorizes noncompetitive negotiations.~~

(g) ***Public Interest*. When Foothill Transit determines that full and open competition in connection with a particular acquisition is not in the public interest.**

d) ~~d. Inadequate~~**Adequate** Competition. ~~After~~**If after** solicitation of a number of sources, competition is determined inadequate~~. If upon completion of a competitive procurement only one~~**, Foothill Transit may make a noncompetitive award. If Foothill Transit receives inadequate competition in response to a solicitation (i.e., a single bid or** proposal~~is received~~**)**, the Director of Procurement will review the specifications ~~and~~**to** determine if they ~~were~~**are** 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.~~**if changes can be made to encourage submission of more bids or proposals. If the Director of Procurement determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Foothill Transit may make a noncompetitive award.(Subchapter G also discusses single bids or proposals.)**

3. **In all situations, Foothill Transit shall endeavor to solicit offers from as many potential sources as is practicable under the circumstances.**

~~C~~**D**. A cost **or price** analysis must be performed for each sole source procurement ~~if price reasonableness cannot be determined via a price analysis~~**in excess of the simplified acquisition threshold**. 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 **or price** 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 that 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 Director of Procurement determines that **the specifications or other elements of the procurement were not unduly restrictive and changes cannot be made to encourage greater competition,** 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~~**specifications** 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 Officer and/or the Deputy Chief Executive 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~~**offeror's product or method of delivery**.
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. **Foothill Transit needn't conduct a full RFP. The purpose should be to receive sufficient information to determine whether the offeror's capability is in fact unique, and whether other firms may be able to deliver the same benefits through other means.**

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.

D. A sole source award may not be based solely on the unique capability of the offeror to provide the specific property or services proposed**, as other offerors may be able to achieve the same benefits through other means**.

Subchapter J – Bilateral Changes and Unilateral Change Orders

A. Change

~~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. When Permitted

~~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.

C. Process for Bilateral Changes

~~D.~~ All proposed bilateral changes shall be submitted to the Director of Procurement complete with explanations and ~~back up~~**back-up** information and, when applicable, a detailed breakdown of charges for review and/or recommendation of approval.

~~E~~**1**. Verification of Bilateral Changes
– The Director of Procurement will verify all bilateral changes under the following procedures:

a) ~~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.

b) ~~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.

c) ~~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.

d) ~~4.~~ The issuance of bilateral changes for each individual contract shall be monitored by the Director of Procurement.

~~E~~D. Issuance of Unilateral Change Orders

The Chief Executive 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~~**file**.

4. The Chief Executive 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 **Rights (Assignments)**

A. Use of Unneeded Contract Rights via Assignment

~~A. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto. An existing contract is~~**If a recipient other than Foothill Transit finds that it has unintentionally acquired contract rights, including unexercised options, in excess of that recipient's needs, Foothill Transit may make use of the unneeded contract rights via assignment. The practice is called "piggybacking." Piggybacking does** not **involve** 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.~~

1. Conditions for "Piggybacking"

~~b. The~~**a)** ***Assignment Permitted*. The assignment of the contract rights to Foothill Transit is permitted in the** underlying contract ~~complies with applicable requirements and~~**. Specifically, the underlying contract** 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~~.

~~c. The domestic content requirements in the original contract meet the current requirements.~~

~~d.~~ **b)** ***Price Reasonableness*. Foothill Transit does not need to perform a second price analysis if a price analysis was performed for the original contract. However, Foothill Transit should determine whether the contract prices originally established are still fair and reasonable.** Foothill Transit may not exercise an **unneeded** option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.

c) *Federal Requirements*. Foothill Transit must determine that the underlying contract complies with all federal requirements. In particular, Foothill Transit must verify that the domestic content requirements in the original contract meet the current requirements and that appropriate certifications were completed and submitted in the original procurement. If the contract is for rolling stock, Foothill Transit should review the pre-award and all post-delivery reviews to confirm Buy America compliance.

d) *Quantities to be Assigned are Available*. Foothill Transit must review the underlying contract and the order history to confirm that the quantities to be assigned do not exceed the amounts still available under the contract.

e) *Contract Meets Foothill Transit's Needs*. Foothill Transit must confirm that the contract rights meet its needs without the need for a significant change in the contract work. In-scope changes may be permissible and necessary (i.e., change to place of performance or delivery). 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.

~~2.~~ 2. **Documentation –** Prior to using the contract ~~options~~**rights** held by another, Foothill Transit shall obtain a complete procurement file for the underlying procurement from the assigning entity.

~~C~~B. Assignment of Contract Rights

1. **Reasonably Foreseeable Needs –** 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. **If the supplies or services were solicited, competed, and awarded through the use of an indefinite-quantity contract, the solicitation and also the contract award should contain both a minimum and maximum quantity that represent Foothill Transit's reasonably foreseeable needs. When a contract is structured with a base order and options for some additional quantity, the number of options acquired must not exceed Foothill Transit's reasonably foreseeable needs during the period options may be exercised. If Foothill Transit finds that it has unintentionally acquired contract rights in excess of its needs, it** may assign its contract rights to others.

~~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.~~

2. **Intentional Acquisition of Contract Rights for the Purpose of Assignment – Foothill Transit is prohibited from intentionally acquiring more contract rights than its own reasonably foreseeable needs, with the intention of assigning those rights to another party at a later date.**

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~~, 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 ~~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~~Cooperative Purchasing

A. State or Local Government Purchasing Schedules

A state or local government purchasing schedule is an arrangement that a State or local government has established with one or more vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices.

1. **California State or Local Government Purchasing Schedules –** Foothill Transit is authorized to use ~~cooperative~~**state or local government** purchasing ~~agreements~~**schedules,** 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.

If Foothill Transit uses 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.~~**, it must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master contract or in Foothill Transit's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order**

or other document that effects Foothill Transit's procurement. When buying from these schedules, Foothill Transit should obtain a Buy America certification before entering into the purchase order.

Foothill Transit shall consult with Counsel prior to initiating a cooperative purchase using Federal funds.

2. Interstate Purchasing Schedules or Cooperative Purchasing Agreements (Local Funds Only) – An interstate purchasing schedule is an arrangement where multiple States together create a schedule of contracts for ordering. For local funds procurements only, Foothill Transit is authorized to use cooperative purchasing agreements such as National Association of State Procurement Officials (NASPO) ValuePoint **and Sourcewell cooperative contracts. These cooperatives** 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.

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.

Federal funds shall not be used for procurements involving interstate purchasing schedules or cooperative purchasing agreements, unless Foothill Transit is procuring rolling stock or related equipment. (*See* Section B below.)

B. Rolling Stock and Related Equipment

Under Section 3019(b) of the FAST Act, Foothill Transit may purchase rolling stock and related equipment from any state's or eligible nonprofit entity's cooperative or schedule contract, if otherwise permitted by Foothill Transit's local rules and the state holding the contract. Foothill Transit does not need to be located in the same state as the parties to the cooperative or schedule contract.

1. Requirements

a) The contract may be for an initial term of not more than two years and may include three optional extensions of one year each. The contract may not be in effect for a total period of more than five (5) years, including each extension.

b) **The lead procurement agency or lead nonprofit entity may charge participants in the contract no more than 1 percent of the total value of the contract.**

c) **All Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master contract or in Foothill Transit's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects Foothill Transit's procurement. When buying from these schedules, Foothill Transit should obtain a Buy America certification before entering into the purchase order.**

2. Foothill Transit shall consult with Counsel prior to initiating a cooperative purchase using Federal funds.

C. Joint Procurements

1. **Joint procurement is a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of that contract.**

2. 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, including contract modifications~~. In most cases, the analysis may be limited for micro purchases and abbreviated for small purchases~~**, in excess of the Federal simplified acquisition threshold. Foothill Transit may conduct a price or cost analysis for any other procurement action, at the direction of the Director of Procurement**. 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:

   a) ~~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).

   b) ~~2.~~ Comparison to prices set by law or regulation, established catalog prices, or established market prices.

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

      2) *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.

      3) *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.

   c) ~~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).

d) ~~4.~~ Comparison to a valid independent cost estimate.

e) ~~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:

   a) ~~1.~~ Verify contractor's cost data.

   b) ~~2.~~ Evaluate specific elements of costs and project these data to determine the effect on prices of such factors as:

      1) ~~a.~~ The necessity for certain costs;

      2) ~~b.~~ The reasonableness of amounts estimated for the necessary costs;

      3) ~~c.~~ Allowances for contingencies; and

      4) ~~d.~~ The basis used for allocations of particular overhead costs to the proposed contract.

   c) ~~3.~~ When the necessary data is available, compare the contractor's estimated cost with:

      1) ~~a.~~ Actual costs previously incurred by the contractor;

      2) ~~b.~~ The contractor's last prior cost estimate for the same or similar estimates;

      3) ~~c.~~ Current cost estimates from other possible sources; and

      4) ~~d.~~ Prior estimates or historical costs of other contractors manufacturing the same or similar items.

   d) ~~4.~~ Forecasting future trends in costs from historical experience:

      1) ~~a.~~ In periods of either rising or declining costs, an adequate cost analysis must include some evaluation of the trends.

2) ~~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~~**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 **before any contract is signed**.

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. **As a best practice,** Foothill Transit ~~shall~~**will** 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~~**To establish** a fair and reasonable profit ~~must~~**, Foothill Transit will** 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~~**that** 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~~.~~

, consistent with 2 C.F.R. § 200.324(b).

Subchapter P – ~~Design-Build Contracts~~Alternative Contracting Methods

Subject to applicable Federal and state law, Foothill Transit may use alternative contracting methods for the procurement of design and construction services. Alternative contracting methods include design-build, construction manager/general contractor, and progressive design-build. These are complex procedures requiring careful analysis and reviews as to their applicability and the specific procedures to be followed.

A. Local Agency Design-Build Projects

California Public Contract Code §~~§~~ 22160~~, *et seq.*~~~~[1]~~-§ 22169[2] provides state law authority for the design-build ~~procurements~~method of project delivery, using a best-value procurement methodology. 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.~~

B. Transit Progressive Design-Build Contracting

California Public Contract Code § 22180-§ 22180.11[3] provides state law authority for the procurement of progressive design-build contracts and use of the progressive design-build contracting process for up to 10 public works projects in excess of five million dollars ($5,000,000) for each project. State law defines "progressive design-build" as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. A "qualifications-based selection" means the process by which a local agency solicits for services from the design-build entities, where price is not the sole factor as the basis of award.

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

[2] This chapter of the Public Contract Code is effective only until January 1, 2031, and remains subject to further legislative amendments.

[3] This chapter of the Public Contract Code is effective only until January 1, 2029, 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 by 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 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 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 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 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 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 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 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 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 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 makes such a determination, the Chief Executive Officer 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~~**goods** or services. The issuance of a purchase order requires the approval of the Department Head 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~~**Two** types of Purchase Orders are available: 1) Contract Purchase Orders (KPO); **and** 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~~**processed through the finance system, and an official purchase order is emailed to the individual who submitted the purchase request. The approved purchase order shall be transmitted electronically** to the vendor~~, if~~ **and/or requestor, as** appropriate.
5. Vendors shall be instructed to include their Purchase Order number on all correspondence, including packaging, invoices, credit memos, etc.

~~B.~~ **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~~**goods** 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.~~ C. Receipt of Goods/Service and Authorization to Pay

1. The Department Head, 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 Head, 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.

D. Federally Funded Purchase Orders

Purchase orders are considered third-party contracts under FTA regulations. When a purchase order is issued for goods or services funded in whole or in part with Federal funds, Foothill Transit must ensure that all applicable Federal requirements, required clauses, and certifications are either included in or incorporated by reference into the purchase order or the underlying contract to which the purchase order relates. This includes, but is not limited to, applicable Buy America certifications, debarment and

suspension verifications, and required contract provisions under 2 C.F.R. part 200, Appendix II.

CHAPTER V – VENDOR PROTEST PROCEDURES

~~A.~~ 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.~~ 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~~**FTA** funds, Foothill Transit will notify the ~~Federal Transit Administration~~**FTA** of the protest, provide information concerning the nature of the protest, and keep the ~~Federal Transit Administration~~**FTA** informed about the status of the protest.

~~C.~~ 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.~~ 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~~**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.~~ E. Contents of Protest

1. A bid protest must be filed in writing and must include:

   a) ~~a.~~ The name and address of the protestor.

   b) ~~b.~~ The name and number of the procurement solicitation.

   c) ~~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) ~~d.~~ Any relevant supporting documentation the protesting party desires Foothill Transit to consider in making its decision.

   e) ~~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.~~ 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 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 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.~~ 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.~~ 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) ~~a.~~ Where the item to be procured is urgently required;

   b) ~~b.~~ Where Foothill Transit determines, in writing, that the protest is vexatious or frivolous;

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

~~I.~~ 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.~~ 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 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 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 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~~**re-solicitation**, 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.~~ 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.~~ L. Limited Appeals to Federal Transit Administration (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 FTA Circular ~~4220.1F~~**4220.1G**, 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. 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).

3. **Foothill Transit shall provide FTA, as part of its annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for federally funded solicitations or contracts in excess of $500,000.**

CHAPTER VI – CONTRACT ADMINISTRATION

~~A.~~ **A.** Contract Administration Guidelines

1. A Notice to Proceed will be issued as ~~necessary as~~ determined by the Director of Procurement in consultation with 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. **If the project is federally funded, the letter of agreement will address termination for cause and for convenience by Foothill Transit.**

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 C.F.R. **part** 200, as appropriate.

7. The Chief Executive 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.~~ 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.~~ C. Federal Procurement Requirements

1. Since Foothill Transit receives FTA capital assistance, Federal procurement requirements apply to all ~~Federally-funded~~**Federally funded** procurements. Some of these requirements are unique and pertain only to ~~Federally-funded~~**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~~**C.F.R. part** 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 **to** 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) ~~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~~**guarantees** 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~~**guarantee** amounts are set forth in the chart below. Foothill Transit will require proposal ~~bonds~~**guarantees** 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. ~~Original "wet" ink signatures are required on all bid bonds.~~

b) ~~b.~~ Performance~~:~~ **–** This is a bond executed in connection with a contract to secure fulfillment of all the ~~Contractor's~~**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 if 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) ~~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 **payment** bond for public works (that are "works of improvement") contracts over $25,000. Bond amounts are set forth in the chart below.

4. Requirements for Bonds

a) Original "wet" ink signatures are required on all ~~payment~~ bonds.

b) **Bonds** shall be written by a corporate surety that is an admitted surety in the State of California.

c) For Federally funded projects, where construction bonds must be obtained to protect the Federal interest, bonds must be obtained from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 C.F.R. part 223.

5. ~~4.~~ Procedures

a) **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.

b) **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 Bond		
Type of Project	**Bid**	**Performance**	**Payment**
Public Works/Construction **Bonds mandatory (in percent stated) to the extent the above-referenced requirements are met*	10%	100%	100%
Materials and Equipment **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*	up to 5%	up to 20%	N/A
Services (except for personal or professional) **Bonds mandatory if procurement is for services of a critical nature to the operations of Foothill Transit*	up to 5%	up to 100%	N/A

6. ~~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) ~~a.~~ Scope of work.

   b) ~~b.~~ Contract amount.

   c) ~~c.~~ Whether the project requires the contractor to operate on Foothill Transit property.

   d) ~~d.~~ The ultimate use of the good or service provided by the contractor.

   e) ~~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. 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; and

   b) The extent or amount of such damage would be difficult or impossible to determine.

~~1.~~ The Project Manager will determine whether the use of a liquidated damages provision is appropriate for each specific procurement.

2. The ~~amount~~**rate and measurement** of liquidated damages ~~must be reasonable, shall be set~~**reasonably reflect Foothill Transit's costs should contract standards or requirements not be met. The assessment for damages may be established** 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~~**or using such other measurement as appropriate (i.e., weight requirements in a rolling stock contract). The rate and measurement** must be specified in the contract.

3. If liquidated damages are assessed in a ~~Federally-funded~~**Federally funded** contract, the Project Manager in consultation with the Finance Manager will ensure that, as appropriate, ~~the~~**Foothill Transit returns the Federal share of** liquidated damages ~~recovered are credited~~**to FTA or with FTA's prior written concurrence returns all liquidated damages** to the project ~~unless the Federal Transit Administration permits otherwise~~**award budget**.

~~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; and~~

~~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~~**incurred** by any person during any operations connected with the ~~Contract~~**contract**, by use of any improper materials, or by any act or omission of the ~~Contractor~~**contractor** or his subcontractor, agents, servants or employees.

H. Termination ~~for Cause, Mutual Agreement, and for Convenience~~Rights

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

2. All contracts shall also contain a clause allowing for termination by mutual agreement of the parties.

3. All ~~federally-funded~~Federally funded contracts 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.

4. **All contracts shall include a provision allowing for the termination of the contract due to the unavailability of state or Federal funding.**

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. Reporting Changed Circumstances**~~

~~If current or prospective legal matters with potentially serious circumstances (or any matter or situation) arise and may adversely affect the Federal Government's interest in a project or related activity, Foothill Transit shall report the circumstance(s) to FTA. In such instances, Foothill Transit shall expeditiously keep FTA informed of the status of circumstances.~~

~~K~~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.

~~L~~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.

~~M~~L. Types of Contracts and Payment Terms

1. Contract Types

a) **Firm Fixed Price (FFP) – 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.

b) **Cost Reimbursement (CR) – 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. **Types of cost reimbursement contracts include cost plus fixed fee (CPFF), cost plus incentive fee (CPIF), cost plus award fee (CPAF), and cost.**

c) **Time and Materials (T&M) – A time-and-materials contract is one is which the contractor is paid for the actual time spent on a project at negotiated hourly rates as well as the direct cost of the materials used.**

2. Choosing a Contract Type

a) ~~1.~~ Except as provided in this section, any type of contract ~~which~~**that** will promote the best interest of Foothill Transit may be used.

b) 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:~~

c) ~~a.~~ **A time-and-materials** contract may be used only: **(i)** after a determination by the Director of Procurement that no other type of contract is suitable; and

~~b.~~ **(ii)** if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

d) ~~5.~~ Cost plus percentage of cost and percentage of construction cost methods of contracting are prohibited.

3. Payment Terms

a) ~~6.~~ Except in limited circumstances, advance payments utilizing ~~Federal Transit Administration~~**FTA** funds are prohibited unless prior written concurrence is obtained from the ~~Federal Transit Administration~~**FTA** and adequate security is obtained from the contractor.

b) ~~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.

c) ~~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.

d) ~~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.

e) ~~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~~**C.F.R.** § 26.29, unless such payment is excused by Foothill Transit for good cause. ~~Contractor~~**A 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.

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).

3. The term “Civil Judgment” means a judgment or finding of a civil offense by a court of competent jurisdiction.

4. The term “Contract” means the document entered into, or to be entered into, between Foothill Transit and a successful bidder.

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.

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.

7. The term “Days” refers to normal business days of Foothill Transit staff offices.

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.

9. The term “Debarment Determination” means the written determination made by Foothill Transit’s Chief Executive Officer regarding the Debarment of a Contractor pursuant to Section E hereof.

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 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.

11. The term “Debarment Period” means the period of Debarment described in Section F hereof and set forth in the Debarment Determination.

12. The term “Debarment Recommendation” means the written recommendation made by the Debarment Panel to Foothill Transit’s Chief Executive Officer regarding a proposed Debarment action.

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.

14. The term “Government Entity” means any Federal, State, or local department, agency, or authority.

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.

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) ~~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) ~~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) ~~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) ~~d.~~ Disqualification, suspension, or debarment by another Government Entity.

e) ~~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) ~~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) ~~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) ~~h.~~ A pattern of false, frivolous, or vexatious claims against Government Entities in connection with the performance of contracts.

i) ~~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) ~~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 Officer.

2. After review of the Debarment Recommendation, the Chief Executive 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 modifies or rejects the Debarment Recommendation of the Debarment Panel, the Chief Executive Officer shall provide a written explanation for that

modification or rejection. The Chief Executive Officer's Debarment Determination shall constitute the final agency action.

3. The Chief Executive Officer 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 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 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.

Exhibit A

Appendix A – State and Local Requirements

State Laws	Sections(s)	Subject
Civil Code	**2782**	**Indemnity (Construction Contracts)**
Civil Code	**2782.8**	**Indemnity (Design Professionals)**
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	Payment of Prevailing Wages (Public Works Contracts)
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

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
Government Code	84308	Levine Act; Other than Competitively Bid, Labor or Personal Employment Contract
Labor Code	1072	Service Contracts; Retention of Employees
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Labor Code	1777	Public Works; Eligibility to Contract
Public Contract Code	7100 - 7200	Public Works Contract Clauses
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	22160 - 22169	Design-Build
Public Contract Code	**22180 – 22180.11**	**Progressive Design-Build**
Public Contract Code	9201 - 9204	Claims and Disputes
Public Contract Code	20216 - 20217	Competitive Negotiation Process
Public Contract Code	1103	Responsible Bidder (Public Work Contracts)
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	2202	Investment Activities in Iran; Contracts of $1,000,000 or more
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in

State Laws	Sections(s)	Subject
		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
Public Contract Code	20100 - 20103.7	Local Agency Public Construction Act
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	Public works projects 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~~ **Access to Records, and Reports, and Sites**	(49 **U.S.C. § 5325(g); 2** C.F.R. ~~Part 661~~**§ 200.337; FTA Master Agreement**)	~~>$150,000~~**X**	**X**	~~>$150,000~~**X**	**X**	**X**	**X**	**X**
Americans with Disabilities Act		**X**	**X**	**X**	**X**	**X**	**X**	**X**
Build America, Buy America	(2 C.F.R. ~~Part~~**part** 184) *See applicability and effective date rules at 2 C.F.R. § 184.2*	Infrastructure projects						
Bus Testing	**(49 C.F.R. part 665)** ***Bus procurements only***	**X**						
Buy America	**(49 C.F.R. part 661)**	**>$150,000**	**>$150,000**	**>$150,000**			**>$150,000**	
Cargo Preference	(49 C.F.R. ~~Part~~**part** 381) *Where procurement involves equipment, materials, or commodities suitable for transport by ocean vessel*	X	X	X	X	X	X	X
~~Fly America~~Charter Bus	(49 U.S.C. ~~40118)~~**§§ 5323(d), (r) and 49 C.F.R. part 604)** ~~*Required for international air transportation*~~	~~X~~	X	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~Pre-Award and Post-Delivery Audits~~Civil Rights	(49 **U.S.**C.~~F.R. Part 663)~~ **§ 5332(b); Title VI of the Civil Rights Act)**	X	**X**	**X**	**X**	**X**	**X**	**X**
~~Bus Testing~~	~~(49 C.F.R. Part 665)~~ ~~*Bus procurements only*~~	~~X~~						

Federal Requirement	Notes	When Required						
		Rolling Stock	*Operating*	*Construction*	*Consultant Services*	*Research*	*Goods*	*Prof'l Services*
~~Seismic Safety~~ Clause and Certification on Federal Tax Liability and Recent Felony Conviction	FTA Master Agreement *Must obtain prior to entering into contract with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association* ~~(49 C.F.R. Part 41)~~ ~~*New buildings or additions to existing buildings*~~	X	X	X	X	X	X	X
~~Davis-Bacon Act~~ Clean Air	(~~40~~42 U.S.C. ~~3141-48~~§ 7401)	>$150,000	>$150,000	>$~~2,000~~150,000	>$150,000	>$150,000	>$150,000	>$150,000
~~Copeland Anti-Kickback Act~~ Clean Water	(~~40~~33 U.S.C. ~~3145~~§ 1251)	>$150,000	>$150,000	>$~~2,000~~150,000	>$150,000	>$150,000	>$150,000	>$150,000
Contract Work Hours and Safety Standards Act	(40 U.S.C. §§ 3702 and 3704) *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*	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Copeland Anti-Kickback Act ~~Lobbying~~	(~~31~~40 U.S.C. ~~1352~~§ 3145) ~~*Require certification forms and, if appropriate, lobbying disclosure forms*~~	~~>$100,000~~	~~>$100,000~~	~~>$100,000~~X	~~>$100,000~~	~~>$100,000~~	~~>$100,000~~	~~>$100,000~~
Davis-Bacon Act	(40 U.S.C. §§ 3141-48)			X				
~~Energy Conservation~~Disadvantage Business Enterprises	(~~42 U.S.~~49 C. ~~6321~~F.R. part 26)	X	X	X	X	X	X	X
Disputes	*Provisions for the resolution of disputes, breaches, and other litigation*	Contracts and subcontracts in excess of the Federal simplified acquisition threshold (currently set at $350,000)						

Federal Requirement	Notes	When Required						
		Rolling Stock	*Operating*	*Construction*	*Consultant Services*	*Research*	*Goods*	*Prof'l Services*
Drug and Alcohol	(49 C.F.R. parts 40, 655) *Contracts with contractors performing safety sensitive functions*		X					
~~Clean Water~~Energy Conservation	(~~33~~42 U.S.C. ~~1251~~§ 6321)	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~X
~~Clean Air~~ Environmental Protections	(49 U.S.C. § 5323(c)(2); 23 U.S.C. § 139; 42 U.S.C. ~~7401~~§ 4321, et seq., as limited by 42 U.S.C. § 5159; 40 C.F.R. parts 1500-1508; 23 C.F.R. part 771; 49 C.F.R. part 622)	~~>$150,000~~	~~>$150,000~~	~~>$150,000~~X	~~>$150,000~~X	~~>$150,000~~	~~>$150,000~~	~~>$150,000~~
~~Civil Rights~~Federal Changes	~~*Federally-funded construction contracts must include the full clause found at 41 C.F.R. 60-1.4(b)*~~	X	X	X	X	X	X	X
~~Disadvantage Business Enterprises~~ Federal "$1 Coin" Requirement	~~(49 C.F.R. Part 26)~~*Contracts for the procurement of property that requires the use of coins or currency in public transportation service or supporting service*	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	X	~~X~~
Flood Insurance	(42 U.S.C. § 4012a(a)) *Contracts involving buildings being acquired, constructed, reconstructed, repaired, or improved with federal assistance*			X				
~~Trafficking in Persons~~Fly America	(~~22~~49 U.S.C. ~~7102~~§ 40118) *Required for international air transportation*	X	X	X	X	X	X	X
Government-Wide Suspension and Debarment		>$25,000 or requires consent of Federal agency official or is for Federally required audit services						
Incorporation of Federal Transit Administration Terms		X	X	X	X	X	X	X

Federal Requirement	Notes	When Required						
		Rolling Stock	*Operating*	*Construction*	*Consultant Services*	*Research*	*Goods*	*Prof'l Services*
Intelligent Transportation Systems-National Architecture	*ITS property and services*	X	X	X	X	X	X	X
~~Government-Wide Suspension and Debarment~~Lobbying	(31 U.S.C. § 1352) *Require certification forms and, if appropriate, lobbying disclosure forms*	>$~~25,000~~100,000	>$~~25,000~~100,000	>$~~25,000~~100,000	>$~~25,000~~100,000	>$~~25,000~~100,000	>$~~25,000~~100,000	>$~~25,000~~100,000
Maintenance of Federally Funded Assets	(49 C.F.R. parts 625, 630)		X					
Motor Carrier Safety	*Contracts for bus service operations*		X					
No Government Obligations to Third Parties		X	X	X	X	X	X	X
Notification of Legal Matters and Waste, Fraud, or Abuse	FTA Master Agreement	>$25,000 or requires consent of Federal agency official or is for Federally required audit services						
NTD Reporting	(49 U.S.C. § 5335(a); 49 C.F.R. part 630)		X					
Patents and Rights in Data	(35 U.S.C. § 200; 37 C.F.R. ~~Part~~part 401)					X		
Pre-Award and Post-Delivery Audits	(49 C.F.R. part 663)	X						
Privacy	(5 U.S.C. § 552a)	Contracts involving the operation of a system of records on behalf of the Federal government						
Program Fraud and False or Fraudulent Statements and Related Acts	(31 U.S.C. § 3801, et seq.;49 C.F.R. part 31)	X	X	X	X	X	X	X
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	(Public Law 115-232, Section 889 and 2 C.F.R. § 200.216)	X	X	X	X	X	X	X
Public Transportation Employee Protective Arrangements	(49 U.S.C. § 5333(b) and 29 C.F.R. part 215)		X					
Recycled Products	(42 U.S.C. § 6962) *Applies where the value of an EPA designated item exceeds $10,000*	X	X	X	X	X	X	X

Federal Requirement	Notes	When Required						
		Rolling Stock	*Operating*	*Construction*	*Consultant Services*	*Research*	*Goods*	*Prof'l Services*
Requirements for and Limitations on Rolling Stock Procurements	(49 U.S.C. §§ 5323(m), (u); 49 C.F.R. part 663)	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**~~School Bus Operations	(49 U.S.C. ~~5325~~§ 5323(~~g~~f) and ~~2~~49 C.F.R. ~~200.337 and FTA Master Agreement (see Sections 8 and 9 of 2022 Master Agreement))~~part 605)	~~X~~	X	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
Seismic Safety	(49 C.F.R. part 41) *New buildings or additions to existing buildings*			X				
~~**Federal Changes**~~Sensitive Security Information	*Contracts where contractor may have access to SSI*	~~X~~	X	X	X	X	~~X~~	X
Substance Abuse Requirements	*Where contractor is performing safety-sensitive function*	X	X	X	X	X	X	X
~~**Incorporation of Federal Transit Administration Terms**~~Termination	(Appendix II(B) to 2 C.F.R. part 200)	~~X~~>$10,000	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~**Intelligent Transportation Systems National Architecture**~~Trafficking in Persons	~~*ITS property and services*~~(22 U.S.C. § 7102)	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~~

Federal Requirement	Notes	When Required						
		Rolling Stock	*Operating*	*Construction*	*Consultant Services*	*Research*	*Goods*	*Prof'l Services*
~~**Notification of Legal Matters and Waste, Fraud, or Abuse**~~	~~FTA Master Agreement (*see* Section 39 of 2022 Master Agreement)~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~**Clause and Certification on Federal Tax Liability and Recent Felony Conviction**~~	~~FTA Master Agreement (*see* Section 4 of 2022 Master Agreement)~~ ~~*Must obtain prior to entering into contract with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association*~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
~~**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**~~	~~(Public Law 115-232, Section 889 and 2 C.F.R. 200.216)~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~

Exhibit A

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 6/19/2026 5:17:04 PM	
Style name: MS Word Proof	
Intelligent Table Comparison: Active	
Original DMS: iw://thompsoncoburn.cloudimanage.com/dms/201526417/1 - Procurement Policies and Procedures Manual - June 2026 - DRAFT.docx	
Modified filename: Procurement Policies and Procedures Manual - June 2026 - DRAFT _TC review_(201526417.2).docx	
Changes:	
Add	945
~~Delete~~	831
~~Move From~~	36
Move To	36
Table Insert	23
~~Table Delete~~	9
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1880

August 28, 2026

To: Executive Board

Subject: **Resolution Approving the Annual Claim Forms for Fiscal Year 2026-2027 for the Transportation Development Act, Article IV and State Transit Assistance Funds**

Recommendation

Adopt the following resolution:

> Resolution No. 2026-03: Authorization for the Approval of the Annual Claim Forms for Transportation Development Act, Article IV and State Transit Assistance Funds.

Analysis

Foothill Transit is eligible to receive Transportation Development Act (TDA) IV funding through the Los Angeles County Metropolitan Transportation Authority for transit operating assistance. The annual revenue is restricted for transit operating use and is distributed from two funding sources, the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). To receive the revenue, Foothill Transit must submit claim forms authorized by the Board of Directors. The FY 2026-27 allocation for TDA funding is $30,692,210 and the STA funding is $7,968,111.

The TDA funding allocation increased by 11 percent over FY 2025-26, however it also includes a fund swap with Metro of $1,216,194, which was approved by the Metro Board in May. Each year Metro offers to swap Low Carbon Transit Operations Program (LCTOP) fund allocations with the Municipal Transit Operators in exchange for TDA funds. The recent amendment to California's Cap-and-Invest program has put LCTOP funds at risk, however Metro has not indicated if it will impact the current year's allocation.

In 1971, the California State Legislature enacted the Transportation Development Act (TDA) to improve existing public transportation services and to encourage regional transportation coordination. The TDA established two funding sources; the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA).

TDA is a statewide one-quarter cent sales tax that is deposited into the State Local Transportation Fund. TDA funds are eligible for capital and operating expenses. STA is a statewide excise tax on fuel, the funds are eligible for use on transit capital and operating expenses. With the Board's authorization, Foothill Transit will request funds to support operating costs for transit operation services.

In 2017, the Governor signed the Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), that includes programs that provide additional revenues for transit infrastructure repair and service improvements. SB1 augments the base funding of the STA program as well as funds the State of Good Repair Program. The STA FY 2026-27 allocation is 40 percent lower than the FY 2025-26 allocation.

Attachment A is the proposed resolution authorizing the TDA and STA Claim Forms required to receive the grant funding.

Budget Impact

This resolution will enable Foothill Transit to submit the Claim Forms requesting TDA funding for $30,692,210 and the STA funding for $7,968,111.

Sincerely,

Lallaine Gayton
Budget and Grants Manager

Doran J. Barnes
Chief Executive Officer

Joyce Rooney
Director of Finance

Attachment A

RESOLUTION #2026-03

APPROVING THE FILING OF A CLAIM WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT, ARTICLE 4, AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2026-27

WHEREAS, The Transportation Development Act of 1971 and amendments thereto ("TDA") make certain funds available for public transportation systems in the State; and

WHEREAS, Article 4 of the TDA (" Local Transportation Fund"), Public Utilities Code ("PUC") Section 99260 et seq., authorizes the Los Angeles County Metropolitan Transportation Authority to administer these funds for the support and development of public transportation systems; and

WHEREAS, Article 6. 5 of the TDA (" State Transit Assistance Fund"), PUC Section 99315 et seq., authorizes Los Angeles County Metropolitan Transportation Authority to administer these funds for meeting public transportation needs; and

WHEREAS, pursuant to PUC Section 99260(a), Foothill Transit is eligible to claim these funds; and

WHEREAS, Foothill Transit must file an annual claim with Los Angeles County Metropolitan Transportation Authority to receive these funds; and

WHEREAS, the Foothill Transit Governing Board adopted a budget for Fiscal Year 2026–2027 evidencing the need for financial assistance for the support and development of transportation systems; and

WHEREAS, Foothill Transit is entitled to claim its maximum allocation for the Fiscal Year 2026–2027 under the TDA for the support and development of public transportation systems; and

WHEREAS, Foothill Transit shall use these funds for the support and development of local transportation systems.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Finance is hereby authorized and directed to execute, file, and amend an appropriate claim pursuant to the TDA with the Los Angeles County Metropolitan Transportation Authority for the maximum allocation of TDA funds due to the Foothill Transit for the purposes allowed under Article 4 and 6.5 of the TDA.

[Continued on page 2.]

Attachment A

Adoption. PASSED AND ADOPTED at a Regular Meeting of the Executive Board held August 28, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

____
BECKY A. SHEVLIN, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

By:________________________________

ATTEST:
CHRISTINA LOPEZ, BOARD SECRETARY

By:________________________________

August 28, 2026

To: Executive Board

Subject: **Resolution for the California State of Good Repair Program**

Recommendation

Adopt the following resolution:

> Resolution No. 2026-02: Authorization for the Approval of the Annual Project List and Claim Forms for the California State of Good Repair Program (Attachment A).

Analysis

Foothill Transit is eligible to receive State of Good Repair (SGR) funding under the Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), which was signed by the Governor in 2017. SB1 includes programs that provide additional revenues for transit infrastructure repair and service improvements.

SB1 funds the State of Good Repair Program, as well as augments the base funding of the STA program. To receive the revenue, Foothill Transit must submit claim forms authorized by the Board of Directors. The FY 2026-27 allocation for SB1-SGR funding is $1,816,274. The SB1- SGR FY 2026-27 allocation is 21 percent lower than the FY 2025-26 allocation.

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that provided additional revenue for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair program. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for State of Good Repair funding, potential agencies must comply with various reporting requirements. The State of Good Repair Guidelines will describe the general policies and procedures in carrying out the reporting requirements and other statutory objectives of the Road Repair and Accountability Act of 2017.

With the Board's authorization, Foothill Transit will request funds to continue to support the state of good repair of Foothill Transit's fleet and facilities for repair and rehabilitation.

Attachment A is the proposed resolution for authorization for the execution of the State of Good Repair project to receive the grant funding.

Budget Impact

This resolution will enable Foothill Transit to submit an allocation request of $1,816,274 to fund the repair and rehabilitation of Foothill Transit's fleet under project #0167.

Sincerely,

Lallaine Gayton
Budget and Grants Manager

Doran J. Barnes
Chief Executive Officer

Joyce Rooney
Director of Finance

Attachment A

RESOLUTION #2026-02

APPROVING THE PROJECT LIST FOR FY 2026-2027 FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority is an eligible project sponsor and may receive and distribute State Transit Assistance – State of Good Repair funds to Foothill Transit for eligible transit capital projects;

WHEREAS, the Los Angeles County Metropolitan Transportation Authority distributing SGR funds to Foothill Transit under its regional jurisdiction; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority concurs with and approves the attached project list for the State of Good Repair Program funds; and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Board of Foothill Transit hereby approves the SB1 State of Good Repair Project List for FY 2026-2027; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Foothill Transit that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Finance is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements.

[Continued on page 2.]

Attachment A

Adoption. PASSED AND ADOPTED at a Regular Meeting of the Executive Board held on August 28, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

____

BECKY SHEVLIN, CHAIR

APPROVED AS TO FORM:	ATTEST:
DAROLD PIEPER, GENERAL COUNSEL	CHRISTINA LOPEZ, BOARD SECRETARY
By:________________________________	By:________________________________

August 28, 2026

To: Executive Board

Subject: **Update to Foothill Transit Resolution Authorizing Investment in the Local Agency Investment Fund (LAIF)**

Recommendation

Adopt the attached updated resolution authorizing investment of Foothill monies in the Local Agency Investment Fund (Attachment A) and Authorization for Transfer Form.

Analysis

The Treasurer of the State of California periodically requests an update and/or confirmation of the most recent signers on the Foothill Transit LAIF account, currently valued at $73.9 million as of June 30, 2026. The Foothill Transit Board approved the last resolution on June 27, 2003.

The attached resolution will update Foothill Transit's organization name from Foothill Transit Zone to Foothill Transit, and the position titles and authorized signers. The signers will include the Chief Executive Officer/Treasurer, Deputy Chief Executive Officer, and Director of Finance. These individuals are included by title and by name of the current office holder. A future resolution will not be necessary to adjust for name changes for these positions; however, if positions are added or deleted, a new resolution will be required.

Updating the organization name, and the position titles, and approving the Authorization for Transfer Form (Attachment B) will allow authorized representatives to have access to the account when necessary.

Budget Impact

There is no impact to the budget. LAIF earned interest, averaging at 3.83 percent, is added to the account balance is posted on a quarterly basis.

Sincerely,

Joyce Rooney
Director of Finance

Doran J. Barnes
Chief Executive Officer

Attachment A

RESOLUTION #2026-04

Resolution Of Foothill Transit Authorizing Investment Of Monies In The Local Agency Investment Fund

AGENCY ADDRESS 100 S. Vincent Ave., Suite 200, West Covina, CA 91790
AGENCY PHONE NUMBER 626-931-7300

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Foothill Transit Executive Board (Executive Board) hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of Foothill Transit; and

WHEREAS, on May 10, 2000, the Executive Board and the Governing Board approved its Joint Powers Agreement, Amendment # Six (6) which included the organization name change from Foothill Transit Zone to Foothill Transit;

NOW THEREFORE, BE IT RESOLVED, that the Executive Board hereby authorizes the deposit and withdrawal of Foothill Transit monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:
Section 1. The following Foothill Transit officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Doran J. Barnes	LaShawn King Gillespie	Joyce Rooney
(NAME)	(NAME)	(NAME)
Chief Executive Officer/Treasurer	Deputy Chief Executive Officer	Director of Finance
(TITLE)	(TITLE)	(TITLE)
(SIGNATURE)	(SIGNATURE)	(SIGNATURE)

[Continued on page 2.]

Section 2. This resolution shall remain in full force and effect until rescinded by Executive Board by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

[Continued on page 3.]

Attachment A

Adoption. PASSED AND ADOPTED at a Regular Meeting of the Executive Board held August 28, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

____
Becky A. Shevlin, Chair

APPROVED AS TO FORM:
Darold Pieper, General Counsel

By:________________________________

ATTEST:
Christina Lopez, Board Secretary

By:________________________________

Attachment B

PRINT CLEAR

California State Treasurer's Office
Local Agency Investment Fund (LAIF)

Authorization for Transfer of Funds

Effective Date	Agency Name	LAIF Account #
8/28/2026	Foothill Transit	40-19-042

Agency's LAIF Resolution # ________________ or Resolution Date 8/28/2026

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title
Doran J. Barnes	Chief Executive Officer/Treasurer
LaShawn King Gillespie	Deputy Chief Executive Officer
Joyce Rooney	Director of Finance

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature
Doran J. Barnes
Print Name
Chief Executive Officer/Treasurer
Title
(626)931-7200
Phone Number

Signature
LaShawn King Gillespie
Print Name
Deputy Chief Executive Officer
Title
(626)931-7206
Phone Number

Please provide email address to receive LAIF notifications.

Name	Email
Joyce Rooney	jrooney@foothilltransit.org
Doran Barnes	dbarnes@foothilltransit.org

Please email the completed form for review to laif@treasurer.ca.gov and allow 2 days for a response. **DO NOT** mail the original form until you receive approval.
Mail the approved form to: CA State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

Authorization Change Form Instructions:

Step 1: Fill out your agency information in the top section.

Effective Date ____________ Agency Name ____________ LAIF Account # ____________

Agency's LAIF Resolution # ____________ or Resolution Date ____________

Step 2: List all new and existing authorized individuals. Any current authorized people not listed will be removed.

Name	Title

Step 3: Have the form signed by two individuals authorized per your LAIF resolution. The two signers will have to be included on the list of new and existing authorized individuals, unless they are signing themselves off the LAIF account.

If the signers are new to the account, they will need to include proof of title. LAIF will accept any one of the following as proof of title:

1. Original Business card
2. Approved/signed board minutes
3. Name and title posted on your agency website (Provide a direct website link)
4. Personnel employment papers (Certified oath of office or certified appointment papers)
5. Agency's certified resolution copy showing name and title.

Step 4: Fill out the bottom section if anyone from your agency would like to receive email notifications from LAIF.

Please provide email address to receive LAIF email notifications.

Name	Email

Step 5: Email a copy of the Authorization Change form and the required proof of title if needed to laif@treasurer.ca.gov for review. Once you receive approval from LAIF staff, please mail the original Authorization Change form with wet signatures and the proof of title listed in Step 3.

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Materials Testing and Special Inspections Services for the Cal Poly Pomona Mobility Hub**

Recommendation

Authorize the Chief Executive Officer to initiate procurement for Materials Testing and Special Inspections Services related to the Cal Poly Pomona Mobility Hub.

Analysis

As the Cal Poly Pomona Mobility Hub project advances through preliminary design and prepares for release of the design-build procurement package, it is necessary to secure an independent testing and inspection consultant to support the upcoming construction phases. These services are required under Chapter 17 of the California Building Code, which mandates independent verification of structural materials, seismic-related components, and other critical construction activities.

The Mobility Hub is scheduled to transition into procurement and preconstruction coordination later this year, and timely engagement of a qualified testing and inspection firm is essential. The selected firm will provide concrete testing, structural steel inspections, masonry verification, soils and compaction testing, asphalt testing, deep foundation inspections, and other services needed to ensure compliance with applicable building codes and project specifications.

These services are a standard and required component of all capital construction projects and are fully funded within the approved Life of Project budget. Upon receiving authorization, staff will proceed with issuing a competitive solicitation, evaluating qualified firms, and returning to the Board with a recommended contract award consistent with agency procurement policies.

Budget Impact

The approved FY26-27 Business Plan includes funding for Materials Testing and Special Inspections Services related to the Cal Poly Pomona Mobility Hub.

Sincerely,

Vincent Sauceda Capital Projects Manager	Doran J. Barnes Executive Director

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Arcadia Irwindale Operations & Maintenance Facility Landscape and Trellis Replacement**

Recommendation

Authorize the Chief Executive Officer to initiate procurement for Arcadia Irwindale Operations & Maintenance Facility Landscape and Trellis Replacement.

Analysis

The existing landscaping at the Arcadia Irwindale Operations & Maintenance Facility was installed more than twenty years ago and is in need of an update. Although landscape maintenance has been performed, many of the plantings and irrigation components now require replacement, and the overall appearance of the grounds no longer reflects the standards we aim to maintain for the facility.

The proposed landscaping scope includes replacement of deteriorated plant material, installation of drought-tolerant species, upgrades to irrigation systems to improve water efficiency, and restoration of landscape areas impacted by ongoing operations. These improvements are consistent with the agency's sustainability goals and will contribute to reduced water consumption, lower long-term maintenance needs, and an improved working environment for staff.

In addition to the aging landscape, the trellis structures located above the outdoor employee picnic area and along the walkway leading to the main entrance sustained damage during strong wind events last year. These wood trellises have deteriorated to a point where repair is no longer practical. As part of this project, the trellises will be replaced with a more durable faux-wood system that provides the same architectural character while offering significantly improved longevity and resistance to weather-related damage.

The intent of this project is to refresh and beautify the spaces used daily, creating a more welcoming and comfortable environment while addressing deferred maintenance that has accumulated over the past decade. Initiating procurement at this time will allow staff to solicit qualified landscape and specialty contractors, evaluate submittals, and return to the Board with a recommended award in accordance with agency procurement policies.

Budget Impact

The approved FY26-27 Business Plan includes funding for Arcadia Irwindale Operations & Maintenance Facility Landscape and Trellis Replacement project.

Sincerely,

Vincent Sauceda Capital Projects Manager	Doran J. Barnes Executive Director

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Asset Management Software Upgrade**

Recommendation

Authorize the Chief Executive Officer to initiate procurement for Asset Management Software Upgrade.

Analysis

Foothill Transit's current asset management system is essential not only for short- and long-term maintenance management but also for compliance with Federal Transit Administration (FTA) requirements. Under FTA's Transit Asset Management (TAM) Rule, transit agencies must support State of Good Repair reporting and manage facilities and equipment throughout their lifecycle. A reliable, maintainable asset management system is therefore a foundational requirement for meeting these federal requirements.

Foothill Transit's current system has become increasingly limited in its ability to support these responsibilities. It does not provide the usability, reporting capabilities, or scalability needed to manage the agency's facilities, equipment and IT assets effectively. As Foothill Transit's operational environment has evolved, the existing platform does not adequately support service request tracking, warranty and vendor work management, condition assessment activities, or the documentation required for long-term asset management.

To ensure the upgraded system is well-aligned with Foothill Transit's needs, staff has been working closely with a consultant, HDR, to develop performance-based specifications tailored to Foothill Transit's needs. HDR is assisting in defining the functional, technical, and implementation requirements that will guide the competitive procurement and ensure the selected solution is able to adequately support Foothill Transit's facilities and IT maintenance and asset management practices.

The upgraded system will provide a modern, facilities-focused solution capable of supporting maintenance and asset management for buildings, equipment, and IT hardware. The asset management software will improve preventive and corrective maintenance management, strengthen accountability for service requests from initiation through closure, enhance visibility into warranty and vendor-performed work, and support more consistent condition assessment practices. The new platform will also provide mobile-friendly access for field staff, enabling real-time updates, documentation, and inspections directly from the field.

Next steps include completing specifications development over the next few weeks. Authorizing procurement initiation will allow staff to issue a competitive solicitation, evaluate qualified vendors, and return to the Board with a recommended award consistent with agency procurement policies.

Budget Impact

The approved FY26-27 Business Plan includes funding for Transit Asset Management Software Upgrade.

Sincerely,

Aaron Lim
Facilities Manager

Doran J. Barnes
Executive Director

August 28, 2026

To: Executive Board

Subject: **Authorization to Amend Contract for On-Call Architectural & Engineering Services**

Recommendation

Authorize the Chief Executive Officer to execute an amendment to Contract No. 23-048 with Stantec Architecture Inc. in the amount of $370,117.07 for On-Call Architectural and Engineering Services related to the final design of restroom renovations at the Foothill Transit Operation and Maintenance Facilities.

Analysis

In November 2023, Foothill Transit entered into Contract 23-048 (“Contract”) with Stantec Architecture Inc. (“Stantec”) for On-Call Architectural & Engineering Services. In May 2024, Foothill Transit and Stantec amended the Contract to approve a task order for conceptual design and feasibility evaluation of proposed restroom renovations at the Pomona and Arcadia Irwindale Operation and Maintenance Facilities. The design team’s scope evaluated restroom facilities at administrative offices, operations and maintenance buildings at each facility property. Several iterations occurred during the conceptual design phase due to feedback staff received on a proposed new gender-neutral restroom concept. After almost a year of conceptual design reviews, a concept plan has been selected concluding the scope services of the current task order. To further develop the design of the restrooms to construction level documents, additional services are required and which task will include schematic and final design, plan check review, cost estimating, preparation of construction documents and construction support.

Stantec has submitted a proposal for final design and construction support services required to complete the project for a not-to-exceed amount of $370,117.07. This proposal amount exceeds the Chief Executive Officer’s approval limit for on-call contract task order amendments. Per Foothill Transit’s Procurement Policy, approval by the Executive Board is required for task orders with an individual value at or about $250,000.

Subject to approval by the Executive Board and execution of an amendment to the Contract, completion of final designs for the restroom renovations is anticipated by end of 2026. Once plans are approved by the Authorities Having Jurisdiction (AHJ), the next phase will be to Issue for Bid (IFB) for construction. The future IFB procurement will allow staff to solicit from qualified contractors, evaluate submittals, and return to the Board with a recommended award in accordance with agency procurement policies.

Budget Impact

Funding for the on-call architectural and engineering services is included in Foothill Transit's adopted Fiscal Year 2027 Business Plan and Budget under capital project #0247.

Sincerely,

Vincent Sauceda Capital Projects Manager	Doran J. Barnes Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Transit Maintenance Mobile Application**

Recommendation

Authorize the Chief Executive Officer to enter into a three-year agreement with Connixt Inc. in the amount of Six Hundred Eighteen Thousand Forty-Five Dollars ($618,045) for Transit Maintenance Mobile Application.

Analysis

In August 2023 Foothill Transit entered into a contract with Connixt to digitize and automate the inspection and maintenance forms at both Foothill Transit operations and maintenance facilities. The scope of work included the provision of iMarq software, licenses, data, technology and other related items. The initial project scope of work involved providing 40 computer tablets to the maintenance team and digitized the CNG bus preventive maintenance inspection (PMI) and Proterra Catalyst buses.

By digitizing the PMI process created a paperless work order environment and automated the transfer of PMI records directly into Foothill Transit's Ron Turley (RTA) maintenance records. In 2025, Foothill Transit increased the scope of work and users to 80 maintenance technicians. Connixt iMarq added the Inventory and Parts module to enable:

- Parts and labor lines in all inspection forms so that the transaction can record their parts and labor consumed
- Update parts consumed in RTA
- Check the inventory of RTA and send alert emails when the parts quantity is less than the re-order quantity

The system also enables maintenance technicians to take photos and videos of parts of the bus during diagnostics, voice recording of diagnoses in foreign language and transcribed into English in RTA

Updates to the scope of work for the 3-year contract include Incident Reporting, Cycle Count and Bus Delivery Module described below:

- iMarq Incident Reporting

  - Users will be able to use iMarq Mobile App to create a Service Request which will be pushed into RTA. From here, managers will be able to take further action on either creating a work order for a repair or fixing the issue and closing the service request.

- iMarq Cycle Count
  - Users will be able to use iMarq Mobile App on the shop floor and update the available quantity of parts in the bins and this quantity will be updated into RTA.

- iMarq New Bus Delivery Module
  - Users will be able to use iMarq Mobile App to create the inspection items related to Final Delivery check list which will also allow them to upload photos of the bus.

Connixt is the only distributor of their proprietary iMarq software and soliciting a new system to replace one that's fully functional would create a substantial duplication of costs, therefore a sole source award for the three-year term is justifiable.

Budget Impact

The cost for of the mobile application is included in the FY2026 adopted business plan and budget under Maintenance and Vehicle Technology (MVT) Department Account 5260 Professional/Technical Expense. Future expenses will be included in future fiscal year MVT operating budgets.

Sincerely,

Roland M. Cordero	Doran J. Barnes
Director of Maintenance & Vehicle Technology	Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Digital Video Recorder Upgrade**

Recommendation

Authorize the Chief Executive Officer to enter into a contract with Transit Solutions Incorporated (TSI) in the amount of in the amount of One Million Six Hundred Thousand Dollars ($1,600,000).

Analysis

Foothill Transit's fleet of buses have been equipped with analog cameras through our vendor Transit Solutions Incorporated (TSI) which have met their end-of-life, considered obsolete and are no longer available for purchase. As such it is vital to upgrade to the new digital internet protocol (IP) based cameras. With upgrading the cameras, a network switch will need to be installed as well as a new digital video recorder (DVR) that has multiple network ports to connect the cameras.

The new digital cameras will provide higher video resolution and audio capabilities that will enhance safety and security measures.

The new DVR's have eight network ports. The additional switch will provide more network ports to allow all the cameras on the buses to connect seamlessly to the DVR.

TSI is the only provider of their proprietary software that is currently configured with the hardware installed on the Foothill Transit fleet. Soliciting a new system rather replacing existing hardware with newer compatible models would create a substantial duplication of costs, therefore a sole source award for the upgrade project is justifiable

Budget Impact

The cost for of the video upgrade included in the FY2026 adopted business plan and budget under Maintenance and Vehicle Technology (MVT) Department account 0296 TSI Camera Replacement.

Sincerely,

Roland Cordero
Director of Maintenance and Vehicle Technology

Doran J. Barnes
Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Design-Build Services for Transit Signal Priority Along Line 187 and Line 188 Corridor**

Recommendation

Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Crosstown Electrical and Data, Inc. in the not to exceed amount of $6,472,054.50 for design-build services for the Transit Signal Priority along Line 187 and Line 188 corridor.

Analysis

On August 1, 2025 the Executive Board authorized the issuance of Request for Proposals No. 26-006 to provide design-build services to implement a cloud-based traffic signal priority system along the Line 187 188 corridor. The design-build contractor shall be responsible for project management, design and permitting, city coordination, procuring, installing, and programming of traffic controllers as needed, and the installation and configuration of the cloud-based traffic signal priority system.

Procuring design-build services is a two-step process requiring a Request for Qualifications ("RFQ") (Phase I) to establish a pool of vendors qualified to submit responses to a Request for Proposals ("RFP") (Phase II).

Phase I of the procurement process was initiated on December 18, 2025, with the issuance of RFQ No. 26-006A on Foothill Transit's e-procurement portal and advertisement in TransitTalent. A pre-proposal conference, and question and answer period were held to familiarize interested parties with the project, scope of work, and RFQ requirements. Foothill Transit received two responses, from Lyt and Crosstown Electrical and Data, Inc. (Crosstown), but Lyt was deemed unresponsive for failure to provide bonding required for potential public works projects. This created a single proposal scenario where adequate competition existed and award of the contract could be carried out as the result of a competitive procurement following the RFQ/RFP process for design-build services. Respondent submittals were evaluated by an Evaluation Committee, consisting of five Foothill Transit staff, and Crosstown was found to be qualified to move to Phase II.

Phase II of the procurement process was initiated on March 31, 2026, with the issuance of RFP No. 26-035B to the entities short-listed in Phase I. Crosstown was the only firm evaluated.

The proposal was reviewed and scored by the Evaluation Committee based on the following weighted criteria (75 points total):

1.	Cloud Based TSP Solution	25 points
2.	Experience & Past Performance	20 points
3.	Key Personnel & Major Subcontractors	15 points
4.	Project Management and Approach to Schedule	15 points

Price Proposals were evaluated and scored using a mathematical formula that compared the proposer's price against the lowest proposed price at the following weights (25 points total):

1.	Lump Sum Price Proposal (LSPP)	24 points
2.	Life Cycle Cost Proposal (LCCP)	1 point

After the initial evaluation, Crosstown was determined to be within the competitive range and an interview and discussion was held on May 22, 2026. This allowed proposer to respond to question, expand upon their proposals and showcase their proposed security system solutions.

Following interviews, proposers were requested to submit a Best and Final Offer (BAFO). The Evaluation Committee conducted another round of evaluations of the proposals based on the additional information gleaned from interview and BAFO submittal received on June 5, 2026.

A summary of final scores is provided below.

Evaluation Factors	Maximum Score	Crosstown
1. Cloud Based TSP Solution	25	23.44
2. Experience & Past Performance	20	18.50
3. Key Personnel, Organization, and Subcontractors	15	14.29
4. Project Management and Approach to Schedule	15	13.50
Technical Score	*75*	*69.73*
Price – Lump Sum Price Proposal		$ 6,472,054.50
Price Score	*25*	*25.00*
Overall Score	***100***	***94.73***
Rank		***1***

The Crosstown project team consists of Crosstown, Iteris, and Applied Information. Crosstown is the prime contractor of the project. They will be responsible for overall project management and the procuring, configuring, and installing the traffic signal controllers. Iteris will be responsible for the overall design and communications of the system. Applied Information will provide and support for the cloud-based traffic signal priority system, the Glance Smart City Supervisor Platform.

Crosstown Electrical and Data, Inc. is a Southern California based Electrical & General Contractor specializing in the installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems, traffic signal installations, modifications, and maintenance. They have been in business for 27 years and performed transit-signal priority projects for transit agencies and municipalities across the United States and Canada.

Iteris is the market leader in smart mobility infrastructure management since 1987. Iteris' 470+ staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance, minimize traffic congestion, enhance safety, and empower Iteris clients with solutions to better manage their transportation networks. Iteris has worked on transit signal priority projects for Foothill Transit and LA Metro.

Applied Information, Inc. is an industry-leading developer of intelligent transportation systems (ITS) designed to improve safety, reliability, and mobility. Founded in 2011 and headquartered in Alpharetta, GA, the company is dedicated to meeting the evolving needs of the traffic industry through the development of innovative, easy-to-use, and scalable solutions. With a strong emphasis on comprehensive pre-emption and priority solutions, Applied Information designs technologies that help agencies reduce emergency response times, improve transit performance, and optimize municipal fleet operations across multiple vehicle classes. The company brings significant experience in deploying connected infrastructure across diverse transportation sectors and solving complex operational challenges with stakeholder-focused solutions. To date, Applied Information has deployed more than 55,000 connected devices across over 1,600 cities in North America, including the U.S. and Canada, demonstrating its ability to manage large-scale, integrated projects in complex environments.

Budget Impact

Funding for the design-build services is included in Foothill Transit's FY 2026 Business Plan and Budget under capital project No. 0293 (Transit Signal Priority- Line 187 188)

Sincerely,

Joseph Raquel Director of Service Development and IT	Doran J. Barnes Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Amar Road Transit Signal Priority (TSP) Traffic Signal Upgrade**

Recommendation

Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Branson Industries LLC., in the amount of $298,000.00.

Analysis

Transit Signal Priority (TSP) technology allows the bus to trigger the traffic signal to turn green earlier or hold the green light longer, which enables the bus to stay on schedule. TSP technology is similar to emergency vehicle signal preemption but does not grant preemption. Rules set by the jurisdiction determine the parameters under which the bus can trigger the lights when the signal is located. By keeping the bus on schedule, the customer experience improves and will make transit a better option, thus reducing single-occupant vehicles, which improves congestion and air quality. Since TSP will also keep the bus moving, there is potential to reduce travel time, which means savings in revenue hours that can be allocated to other routes to improve service reliability and frequency, adding to improving the overall customer experience on transit.

An example of how the system will work is: A Foothill Transit bus is running 10 minutes late and approaching an intersection with TSP installed. The system identifies the bus using the bus's GPS location and also sees that the bus is running late. If the signal was red, rather than waiting 20 seconds to turn green, the signal will turn green at eight seconds, allowing the bus to return on schedule. If the signal were already green, the signal would hold the green until the bus crossed the intersection instead of turning red. Again, to allow the bus to get back on schedule.

Foothill Transit plans to implement a cloud-based TSP system, meaning minimal work or construction on the streets. In most cases, signal controllers and firmware will need to be updated, and a cell modem will need to be installed in the signal controller cabinet at intersections. Depending on the selected TSP vendor, additional hardware may be required inside the signal controller cabinet. The TSP system must communicate with the signal controllers to trigger the green light.

The project will install bus traffic signal priority at key segments along the Amar Road corridor to improve bus travel and help the bus stay on schedule. There are 17 intersections, Amar Road and Valinda Avenue, Grandview Lane, Lark Ellen Avenue, Azusa Avenue, Officer Chiles Way, Temple Avenue, Westport Street, Shadow Oak Drive, Nogales Street, Amber Valley Drive, Creekside Drive, Braes River Drive, Lemon Avenue, Wildcat Canyon Road, Country Hollow Drive, Heidelberg Avenue, Sunset Bluff Road, and Grand Avenue.

The Amar Road corridor is one of the key corridors in Foothill Transit's service area because it connects our customers to key trip generators, Kaiser Baldwin Park Medical Center, Mt. San Antonio College, and Cal Poly Pomona. Two of Foothill Transit's top ridership lines, Line 486 and Line 178, travel along the corridor.

The addition of signal priority will also complement the Mt. San Antonio College Transit Center. Foothill Transit has five lines that serve the college, even though three of the lines currently do not travel extensively along the corridor, customers will still be able to benefit from the technology because some of the buses that are interlined with Line 486 will be able to start on time because Line 486 will be able to stay on schedule.

The overall project has been divided into three separate procurements.

- The first procurement is the design, planning, and project management. This procurement has already been completed and was awarded to Iteris.
- The second portion is upgrading traffic controllers at the intersections to make them "ready" for the cloud-based TSP system, which is this project, 26-026.
- The third portion which will be procured after the award of this project and will be for the procurement of the actual cloud-based TSP system.

Five firms responded to the Invitation for Bids (IFB), and Branson Industries LLC., provided the lowest price and was determined to be a responsible bidder. Therefore, the recommendation is to award the contract to Branson Industries LLC.

Vendor Name	Bid Amount
Branson Industries LLC	$298,000.00
Crosstown Electrical and Data Inc.	$330,393.00
Select Electric Inc	$370,980.00
CalProMax Engineering Inc.	$373,100.00
Yunex LLC	$419,250.00

Branson's previous work includes traffic signal, fiber optic, electrical and lighting projects for various Southern California municipalities and North County Transit District-San Diego Railroad.

This project is partially funded by Measure M.

Budget Impact

Funding for the design-build services is included in Foothill Transit's FY 2026 Business Plan and Budget under capital project No. 0209 (Transit Corridor Improvements).

Sincerely,

Joseph Raquel
Director, Service Development and IT

Doran J. Barnes
Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Design-Build Services for 21st Century Security Project**

Recommendation

Authorize the Chief Executive Officer to negotiate final terms and conditions and enter into an agreement with Everon in the total amount of $1,557,666,42 for design-build services for the 21st Century Security Project. The project includes all design-build services necessary for the installation, programming, testing, documentation, and training for turn-key access control, video surveillance, and emergency telephone systems for select Foothill Transit properties.

Analysis

On December 12, 2025, the Executive Board authorized the issuance of Request for Proposals No. 26-035 to provide design-build services for the 21st Century Security Project. The focus of this project is to update the camera and key card access at Foothill Transit owned facilities. The design-build contractor shall be responsible for project management, design and permitting, construction and installation, commissioning, training, and maintenance and support services for a base term of three years with two one-year options.

Procuring design-build services is a two-step process requiring a Request for Qualifications (“RFQ”) (Phase I) to establish a pool of vendors qualified to submit responses to a Request for Proposals (“RFP”) (Phase II). Foothill Transit developed procurement documents and specifications together with its 21st Century security consultant, PLANNET.

Phase I of the procurement process was initiated on March 26, 2026, with the issuance of RFQ No. 26-035A on Foothill Transit’s e-procurement portal and advertisement in TransitTalent. A site visit, pre-proposal conference, and question and answer period were held to familiarize interested parties with the project site, scope of work, and RFQ requirements. Respondent submittals were evaluated by an Evaluation Committee, consisting of five Foothill Transit staff and the PLANNET consultant. The Evaluation Committee reviewed and scored each submittal for its project approach, experience and qualifications, and proposed project team. Of the six respondents, two were pre-qualified to submit proposals in Phase II.

Phase II of the procurement process was initiated on May 28, 2026, with the issuance of RFP No. 26-035B to the entities short-listed in Phase I. Two proposals were received by the July 1, 2026 deadline from AJK and Everon.

Each Technical Proposal was reviewed and scored by the Evaluation Committee based on the following weighted criteria (75 points total):

1.	Security System Solution	20 points
2.	Experience & Past Performance	20 points
3.	Key Personnel & Major Subcontractors	20 points
4.	Project Management and Approach to Schedule	15 points

Price Proposals were evaluated and scored using a mathematical formula that compared the proposer's price against the lowest proposed price at the following weights (25 points total):

1.	Lump Sum Price Proposal (LSPP)	24 points
2.	Life Cycle Cost Proposal (LCCP)	1 point

After the initial evaluation, both firms were determined to be within the competitive range and interviews and discussions were held on July 22nd & 23rd, 2026. This allowed proposers to respond to question, expand upon their proposals and showcase their proposed security system solutions.

Following interviews, proposers were requested to submit a Best and Final Offer (BAFO). The Evaluation Committee conducted another round of evaluations of proposals based on the additional information gleaned from interviews and BAFO submittals received on July 31st.

Final evaluations ranked Everon highest with an overall score of 87.54 out of a possible 100 points. Everon is recommended as the proposer providing the best value based on technical qualification and price. A summary of final scores is provided on the next page.

Evaluation Factors	Maximum Score	AJK	Everon
1. Security System Solution	20	14.48	17.36
2. Experience & Past Performance	20	13.52	16.92
3. Key Personnel, Organization, and Subcontractors	20	12.92	16.52
4. Project Management and Approach to Schedule	15	10.71	12.63
Technical Score	*75*	*52.03*	*63.43*
Price - Capital Project Price		$ 3,210,686.00	$ 1,557,666.42
Price Score	*25*	*11.76*	*25*
Overall Score	***100***	***61.92***	***87.54***
Rank		***2***	***1***

Everon has offices in Los Angeles, Redlands, and Orange County. The firm has a successful track record working alongside architects, engineers, general contractors, electric contractors, telecommunications providers, and permitting agencies. They have designed, built, operated and maintained, and/or supplied security camera and access control services to Sunline Transit, Long Beach Transit, NBC Universal Campus, SpaceX, and numerous other organizations. Overall, the Everon Team brings together decades of proven experience delivering complex security integration projects for transportation agencies, public entities, higher education, and critical infrastructure throughout Southern California.

Pacific Rim Architects will provide subconsultant construction project management and architectural design. Additionally, HHS and RW Electric will provide aerial and underground construction as well as industrial engineering. Pacific Rim Architects brings extensive experience supporting complex public-sector transportation and infrastructure projects, including work for LA Metro, LAX, and Long Beach Airport.

Budget Impact

Funding for the design-build services is included in Foothill Transit's FY 2025 Business Plan and Budget under capital project No. 0248 (21st Century Security Project).

Sincerely,

John Curley Chief of Safety & Security	Doran J. Barnes Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Award Contract for Design-Build Services for Electrical Charging Infrastructure Upgrades**

Recommendation

Authorize the Chief Executive Officer to enter into an agreement with Camber Charging Systems in the amount of Three Million Seven Hundred Thirty-Two Thousand Six Hundred Four Dollars and Twenty-one Cents ($3,732,604.21) for Design-Build Services for Electrical Charging Infrastructure Upgrades at the Arcadia Irwindale Operations and Maintenance Facility.

Analysis

In order to provide a range of up to 300 miles on a single charge, the 24 Alexander Dennis double deck buses being purchased are designed with a 703kWh battery capacity. To efficiently charge these buses requires direct current (DC) chargers that offer very fast charging speeds with power levels of at least 150kW. The current proprietary designed Proterra 60kW chargers will take up to 11 hours to charge a fully depleted 703kWh battery. These Proterra proprietary chargers are no longer operational due to software and parts issues and the previous manufacturer who built the chargers is no longer in business.

On August 29, 2025, the Executive Board authorized the issuance of Request for Proposals 26-010 to provide design build service to upgrade the electric bus chargers at the Arcadia Irwindale Operations and Maintenance facility. The scope of work includes Engineering Design, Project Management, provision of Charger Hardware, Commissioning, and Support.

A design-build procurement is a two-phase process that starts with a Request for Qualifications (RFQ) to determine a pool of qualified candidates that could then participate in the Request for Proposals (RFP). A site visit, pre-proposal conference, and question and answer period were held to familiarize interested parties with the project site, scope of work, and RFQ requirements. Out of twelve respondents to the RFQ, seven firms we chosen to move forward. The RFP was issued on January 13, 2026. Site visits were conducted on January 20, 2026, followed by an optional pre-proposal conference later that afternoon. Following the question-and-answer period, Foothill Transit received five responsive proposals from the shortlisted firms. Respondent submittals were evaluated by an Evaluation Committee, consisting of four Foothill Transit staff and a maintenance manager of Foothill Transit's fleet of battery electric buses who has experience in operating, maintaining, and charging battery electric buses. The Evaluation Committee reviewed and scored each submittal for its project approach, experience and qualifications, and proposed project team.

Each Technical Proposal was reviewed and scored by the Evaluation Committee based on the following weighted criteria (75 points total):

1.	Charger Solution	25 points
2.	Experience and Past Performance	20 points
3.	Key Personnel, Organization, and Major Subcontractors	15 points
4.	Project Management and Approach to Schedule	15 points

Price Proposals were evaluated and scored using a mathematical formula that compared the proposer's price against the lowest proposed price at the following weights (25 points total):

1.	Lump Sum Price Proposal (LSPP)	24 points
2.	Life Cycle Cost Proposal (LCCP)	1 point

Following interviews, proposers were requested to submit a Best and Final Offer (BAFO). The Evaluation Committee conducted another round of evaluations of proposals based on the additional information gleaned from interviews and BAFO submittals. Final evaluations ranked Camber Charging Systems highest with an overall score of 83.44 out of a possible 100 points. Camber Charging Systems is recommended as the proposer providing the best value based on technical qualification and price. A summary of final scores is provided on the next page.

Evaluation Factors	Maximum Score	ABM	Camber	Fastech	InCharge	Suffolk
1. Charger Solution	25	19.25	22.45	19.25	16.15	22.2
2. Experience & Past Performance	20	12.8	17.48	15	15.4	15.88
3. Key Personnel, Organization, and Subcontractors	15	11.1	12.93	12	11.1	11.7
4. Project Management and Approach to Schedule	15	10.41	13.05	12.15	10.95	13.2
Technical Score	*75*	*53.56*	*65.91*	*58.4*	*53.6*	*62.98*
Price - Capital Project Price		$4,383,607.86	$3,732,604.21	$5,641,097.06	$2,571,487.15	$6,994,204.37
Price Score	*25*	*14.14*	*17.53*	*11.19*	*24.06*	*8.84*
Overall Score	***100***	***67.70***	***83.44***	***69.59***	***77.66***	***71.82***
Rank		***5***	***1***	***4***	***2***	***3***

Camber has a successful track record working on various electrification projects within the transit industry. They have designed, built, operated and maintained in-route opportunity charging networks, turnkey in-depot charging projects and various types of charging stations for Los Angeles Metro, Santa Clara VTA, Miami-Dade County, CapMetro (Austin), and numerous other agencies. Overall, the Camber Team brings together proven experience delivering complex charging infrastructure projects for transportation agencies throughout Southern California and the United States.

Budget Impact

The cost for upgrading the electric bus charging station is included in the FY2026 adopted business plan and budget under project number 0286.

Sincerely,

Roland M. Cordero
Director of Maintenance & Vehicle Technology

Doran J. Barnes
Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Cal Poly Pomona Mobility Hub Design-Build Services**

Recommendation

Authorize the Chief Executive Officer to issue Request for Qualifications and Request for Proposals (RFQ/RFP) for design-build services associated with detail design and construction of the Cal Poly Pomona Mobility Hub.

Analysis

One of the major initiatives for the agency is the construction of the Cal Poly Pomona Mobility Hub. In the past few years staff has completed the Feasibility Study, initial 30 percent Preliminary Design and development of various environmental reports for the upcoming review of the CEQA and NEPA Determination.

In March 2025, the Feasibility Study and Basis of Design for the proposed Cal Poly Pomona Mobility Hub was completed. Also in March 2025, the License Agreement between Foothill Transit and California State Polytechnic University, Pomona was executed. In December 2025 the preliminary engineering and design services for the Mobility Hub began. In March and July 2026, the partnership presentation meetings between Cal Poly Pomona, City of Pomona, design consultants and staff were conducted to review the conceptual design, preliminary engineering design and construction estimates. With a baseline 30 percent preliminary design fully vetted by Foothill Transit and Cal Poly Pomona, the project is ready for its next phase.

For the Cal Poly Pomona Bronco Mobility Hub, Foothill Transit has elected a design-build project delivery method. Under this delivery method one team is responsible for both final design and constructing the project under a single contract. The selected design-build firm will use completed 30 percent preliminary designs and develop to 100 percent construction level documents. The benefits of a design-build contract include streamlined communication, reduced delays, and can be cost effective by integrating design decisions with real-time construction input.

Design-build procurements are different than a standard construction IFB in that the requirements set forth in the California Public Contract Code Section

22160-22169 for design-build contracts require a two-phase procurement. Foothill Transit will first issue a Request for Qualifications (RFQ) from potential proposers and which an evaluation team will review and score proposals for recommendation to prequalify those that meet the criteria. Those that advance from the RFQ are then asked to submit proposals which include project approach, risk assessment and proposed project schedules. The evaluation team reviews and scores the proposals and makes a final recommendation based on highest score.

Once under contract, the successful design-build firms will initiate design efforts and subsequently complete full designs, submit for plan check, while continuing to meet with Cal Poly Pomona university staff and Authorities Having Jurisdiction (AHJ) for final design reviews and the start of construction.

The recommendation of the design-build contract award to the Executive Board is tentatively scheduled for March 2027, pending the completion of the CEQA and NEPA Final Determination.

Budget Impact

The approved FY26-27 Business Plan includes funding for design and construction services related to the Cal Poly Pomona Mobility Hub.

Sincerely,

Sharlane Bailey
Director of Capital Projects and Facilities

Doran J. Barnes
Chief Executive Officer

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Pomona Operations and Maintenance Facility Transit Services**

Recommendations

Authorize the Chief Executive Officer to initiate a procurement (Request for Proposals (RFP) No. 27-001) for transit operations and maintenance services at Foothill Transit's Pomona facility.

Analysis

Keolis has been operating transit services at Foothill Transit's Pomona Operations and Maintenance Facility since July 2017, and currently provides operations and maintenance services for 18 lines using 100 CNG and 45 hydrogen fuel-cell buses. The base term of the current agreement expires on June 30, 2027.

In the years since assuming transit operations at Foothill Transit's Pomona facility, Keolis has committed significant resources to introduce innovations to service delivery. They have supported several major agency initiatives and worked to continue to provide service per the terms of our Agreement No. 23-001.

If authorized by the Board, an RFP will be issued and among other elements, the new RFP for transit service will include:

- A number of clarifications to the RFP and supporting documents to ensure that proposers include correct assumptions in their technical and price proposals;
- The performance of a third-party analysis of price proposals to ensure that proposed pricing is reasonable and realistic;
- The inclusion in the Agreement of specific representations, certifications, and warranties from the Contractor; and
- Other technical and conforming changes to the Agreement and updates to the Attachments and Exhibits.

In order to help assure pricing stability, the RFP will be based on a four-year contract term and will not include option years.. Evaluation of the proposals will involve a prequalification phase and a technical qualification phase. The prequalification factors will be evaluated on a Pass/Fail basis and will include the following:

- Submittal Letter
- Evidence of Good Standing and Authorized Execution
- Summary of Qualifications
- Information Regarding Debarments, Findings of Non-Responsibility, Default, Claims, Disputes, and Related Events
- Financial Information
- Certifications
- Plans and Policies
- Proposal Bond
- Performance Bond and Insurance
- Exceptions
- Table of Confidential Materials

Subsequent to the prequalification evaluation, each technical proposal will be evaluated based on the following criteria and weighting:

Technical Qualifications

- Local Project Team Management and Technical Competence
- Capability and Experience
- Approach to Key Cost Drivers
- Quality of Staffing and Training Plan
- Quality of Vehicle Maintenance Program and Plans
- Quality of Other Plans and Submittals
- Financial Viability*

*Financial Viability will be evaluated by an independent, third-party firm with experience in this area.

Additionally, at this stage of the evaluation, evaluators will consider the results of reference checks that will be performed on each proposer.

Price will be weighted at 25 percent of the total score and will be scored as follows:

$$\text{Proposer's Price Score} = \frac{\text{Lowest Price}}{\text{Proposer's Price}} * 100 \text{ Points}$$

Overall pricing for each contractor will be determined primarily by their stated fixed monthly fee, their stated rate per revenue mile by route, their stated rate per revenue hour by route, using the number of revenue hours by route and the number of revenue miles by route as indicated in the RFP. In addition, each firm will propose their startup costs and separate costs per hour for Extra Work such as equipment transfers from retired to new coaches, and for Special Services such as Rose Bowl and Marathon transportation service. Those costs will be factored into their overall pricing using the projected number of annual hours in each category.

Key dates in the proposed procurement timeline are as follows:

Event	Date
Issuance of RFP	September 17, 2026
Proposals due	December 15, 2026
Initial Evaluation and Interviews	February 3-4, 2027
Best and Final Offers due from Proposers	February 24, 2027
Contract award by Foothill Transit Executive Board and authorization to execute contract	March 26, 2027
Commencement Date	June 27, 2027

This schedule will provide adequate time for the execution of final contract documents and transition to the delivery of service under the new agreement on Sunday, June 27, 2027.

Budget Impact

Foothill Transit will incur costs related to conducting comprehensive audits of the fleet and facility, third-party analysis of the price proposals, and determination of the financial viability of the proposers during the procurement process. Historically, these costs have been approximately $120,000. Funding for these costs is available in the FY2027 Procurement Department budget. Funds will be programmed in the Fiscal Year 2028 and subsequent Business Plans for the operation of transit service at Foothill Transit's Pomona facility.

Sincerely,

Ali Showkatian
Director of Customer Service and Operations

Doran J. Barnes
Chief Executive Officer

Joyce Rooney
Director of Finance and Treasurer

Christopher Pieper
Director of Procurement

August 28, 2026

To: Executive Board

Subject: **Authorization to Initiate Procurement for Administrative Offices 2ND Floor Renovations**

Recommendation

Authorize the Chief Executive Officer to initiate a procurement for Administrative Offices 2nd Floor Renovations.

Analysis

The second floor of the Administration Office Building has not undergone a comprehensive update in many years, and several areas now require modernization to support daily operations, improve accessibility, maintain a state of good repair, and enhance the experience of both employees and visitors.

The renovation scope includes construction of new single-occupancy restrooms that meet current accessibility standards, replacement of flooring throughout the second floor to address wear and improve durability, and upgrades to the existing kitchenette to provide a more functional and efficient space for staff. In addition, the Transit Store customer service counter requires refinishing to replace damaged areas and extend its service life. The Board Room dais will also be modified to better accommodate leg space.

These improvements are intended to refresh heavily used spaces, address aging finishes, and ensure that the second floor continues to serve as a professional, welcoming environment for employees, customers, and Board members. Drawings are finalized and will be submitted to the City of West Covina's Building Department for plan check this month. We anticipate issuing the solicitation in early September 2026, with a request for Board contract award slated for October 2026. Once the drawings are approved by the Authorities Having Jurisdiction (AHJ), construction is tentatively planned to begin in December 2026.

Budget Impact

The approved FY26-27 Business Plan includes funding for Administrative Offices 2nd Floor Renovations.

Sincerely,

Vincent Sauceda
Capital Projects Manager

Doran J. Barnes
Executive Director

August 28, 2026

To: Executive Board

Subject: **Commuter Express Service Update**

Recommendation

Postpone approved changes to the Commuter Express Service as staff continues to monitor ridership.

Analysis

Foothill Transit currently operates six Commuter Express service lines, primarily serving peak-period customers traveling to and from Downtown Los Angeles. Since the COVID-19 pandemic, travel patterns have changed and Express Service ridership has not returned to pre-pandemic levels. At the March 27, 2026 Governing Board Meeting, the Board authorized public outreach regarding proposed changes to Commuter Express Service.

Foothill Transit conducted eleven outreach events, including virtual meetings and in person events at bus stops throughout the service area. Customers were also provided opportunities to submit comments by email, through Foothill Transit's online comment form, and through written comment forms. Approximately 425 customers interacted directly with Foothill Transit staff, and 306 comments were received regarding the proposed changes.

The feedback received reflected a strong preference for maintaining the existing Commuter Express services. Customers expressed concerns regarding the loss of direct service, changes to their current travel patterns, and the potential impacts on their daily commutes. Overall, customer feedback supported maintaining the existing service structure.

Following the outreach process, the Executive Board approved the combination of Lines 490 and 498. The remaining proposed service changes were not advanced due to anticipated changes in ridership and the pending closure of the Puente Hills Mall Transit Center, which is expected to affect customer parking availability for Line 493.

Since the June Board Meeting, Foothill Transit has continued to monitor Express Service ridership. Overall Express Service ridership increased by 9.3 percent from FY 2025 to FY 2026.

Ridership Table

Total Express Ridership	
FY 2025	317,573
FY 2026	347,157
Difference	9.3%

Monthly ridership has also demonstrated some variability. June 2025 ridership was approximately 42.1 percent below the average monthly ridership, coinciding with demonstrations and road closures in Downtown Los Angeles.

Due to continued changes in ridership patterns and the customer feedback received during the outreach process, Foothill Transit recommends postponing implementation of the remaining proposed Commuter Express Service changes until a future date.

The additional time will allow for continued monitoring of ridership and evaluate the impacts of the Puente Hills Mall Transit Center closure.

Fiscal Impact

There is no additional fiscal impact associated with this recommendation. Existing Commuter Express Service is included in the current fiscal year operating budget approved by the Governing Board.

Sincerely,

Josh Landis
Manager of Service Development

Doran J. Barnes
Chief Executive Officer