



Policy No:	Subject: Procurement Policy and Procedures Manual
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BACKGROUND

The Antelope Valley Transit Authority (AVTA) 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 AVTA's procurement office, which is responsible for identifying the needs of AVTA and originating the procurement package for supplying those needs.

AVTA receives funding from federal, state and local sources. Therefore, AVTA adopts procurement policies and procedures that are consistent with federal regulations and the laws of the State of California. Additional guidance on specific contractual actions is provided by OMB Circular A-102, Attachment O, and FTA Circular 4220.1F or latest version.

AVTA's Executive Director (ED)/Chief Executive Officer (CEO) is responsible for providing procurement advice on all matters relating to procurement as well as those procurement actions necessary to ensure that the awarding of contracts is carried out in a manner consistent with AVTA's policies and procedures.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and Architectural & Engineering ("A&E") services necessary for the operation of AVTA's transit service. These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as the consultant selection, negotiation, award and administration of competitively negotiated and Architect/Engineering contracts.

The Procurement Policy and Procedures are designed to instill public confidence through:

1. Accountability and oversight of AVTA's processes;
2. Creation of policies, procedures and safeguards that are open and transparent to the public;

3. Ensuring an ethical, fair and equal playing field for all vendors to participate in seeking AVTA's business opportunities with an emphasis on Disadvantaged Business Enterprise (DBE) vendors.
4. Providing goods and/or services at the right time, place, quality, price, and source to meet the operational requirements of AVTA.

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

AVTA PROCUREMENT MANUAL

REVISED JULY 24, 2018

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GENERAL POLICIES

1000 GENERAL PROCUREMENT POLICY

1. PURPOSE AND SCOPE

The purpose of this section is to set forth general procurement policies and standards that will govern the conduct of AVTA acquisition activities and of personnel engaged in these activities.

2. STATEMENT OF GUIDING PRINCIPLES

The vision for the AVTA acquisition system is to deliver, on a timely basis, the best value, product or service for AVTA in an open and competitive environment, while maintaining the public's trust and fulfilling public policy objectives. Participants in the acquisition (procurement) process must work together as a team and are empowered to make decisions within their areas of responsibility.

2.1 The AVTA acquisition system will:

2.1.1. Be guided by AVTA's Business Plan;

2.1.2. Satisfy the "end user" in terms of cost, quality, and timeliness of the delivered product or service by:

2.1.2.1. Maximizing the use of commercial products and services;

2.1.2.2. Using contractors with a track record of successful past performance or who demonstrate a current superior ability to perform; and

2.1.2.3. Promoting competition.

2.1.3. Minimize administrative operating costs through effective planning and teamwork;

2.1.4. Conduct business with integrity, fairness, and openness; and

2.1.5. Fulfill public policy objectives.

3. ROLE OF THE ACQUISITION TEAM

3.1. The "**Acquisition Team**" consists of all participants in AVTA's acquisitions, including representatives from Administration,

Communications, Finance, and Operations and Maintenance Departments and their end users.

- 3.2. Each member of the "Acquisition Team" will exercise personal initiative and sound business judgment in providing the best value product and/or service to meet the end user's needs. In exercising initiative, the "Acquisition Team" may assume that a strategy, practice, policy or procedure is a permissible exercise of authority if it is in the best interest of AVTA and is not prohibited by law, applicable regulations, or Board policy.
- 3.3. Members of the "Acquisition Team" shall adhere to the Procurement Policy and Procedures Manual set forth herein. Member shall certify on an annual basis that they had read, understand and follow AVTA's Procurement Policy and Procedures Manual. See Procurement Policy Certification Form (Appendix I).

4. PROCUREMENT STANDARDS

- 4.1. This Policy applies to all expenditures of public monies, unless otherwise specified. Nothing in this Policy or in guidelines or procedures promulgated under this Policy shall prevent any departments from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement. In the event of a conflict between the terms of this Policy and the terms and conditions of any grant from the United States, State of California, or other government agency, the terms and conditions of such grant shall govern.
- 4.2. Legal or Investigative Services. This Policy does not apply to contracts for professional services relating to daily and ongoing counsel or existing or probable lawsuit in which AVTA is or may become a party, or contracts for special investigative services for administrative purposes or law enforcement support.
- 4.3. Judicial Remedies. This Policy does not apply to agreements entered into as legal remedies in the settlement of litigation or of threatened litigation.
- 4.4. Real Property Agreements and Services. This Policy does not apply to the exchange, development, lease or purchase of real property, as set forth in State of California Code, or subsequent contracts and ancillary services related thereto, such as appraisals, escrow service, title insurance, renter's insurance or environmental assessments to the extent that they are required to complete the transaction. The

exchange, development, lease, purchase, or sale of real property shall comply with State of California Code. All property purchased or sold by AVTA shall be processed through a California licensed escrow and title company located within Los Angeles County, California.

- 4.5. AVTA will maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 4.6. Members of the Board and AVTA employees will adhere to the Standards of Conduct and Conflict of Interest approved by the Board.
- 4.7. AVTA procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to either consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- 4.8. Full and Open Competition:
 - 4.8.1. FTA Circular 4220.1F or latest version, recommends and 49 USC Section 5325(a) requires that all procurement transactions be conducted in a manner that provides full and open competition as determined by the FTA and are consistent with the above stated procurement standards and the statement of guiding principles. **Some of the situations considered to be restrictive of competition include, but are not limited to:**
 - 4.8.1.1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 4.8.1.2. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies;
 - 4.8.1.3. Noncompetitive awards to professionals and other consultants that are on AVTA retainer contracts;
 - 4.8.1.4. Organizational conflicts of interest (Policy1050);

- 4.8.1.5. Unnecessary experience and excessive bonding requirements;
 - 4.8.1.6. Specifying only a "brand name" product instead of allowing an "**or equal**" or "**or approved equal**" product to be offered and describing the performance or other salient characteristics of the brand name product;
 - 4.8.1.7. Any arbitrary action in the procurement process; and
 - 4.8.1.8. Development of specifications, requirements and/or evaluation criteria, which provides an unfair advantage for any product, service, contractor, proposer or vendor are prohibited.
- 4.8.2. Procurement transactions will be conducted in a manner that prohibits the use of statutorily or administratively imposed In-State or Local Geographical Restrictions or preferences in the evaluation and/or award of bids or proposals. In particular, 49 U.S.C. Section 5325(i) prohibits limiting bus purchases to In-State dealers. Exceptions expressly mandated or encouraged include the following: a) architectural and engineering services; b) licensing requirements (a state may enforce its licensing requirements, provided that those state requirements do not conflict with federal law); and c) Major Disaster or Emergency Relief (federal assistance under the Stafford Act, 42 U.S.C. Section 5150, to support contracts and agreements for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities permits a preference, to the extent feasible and practicable, for organizations, firms, and individuals residing or doing business primarily in the area affected by the major disaster or emergency).
- 4.8.3. For A&E solicitations only, geographic location may be a 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.
- 4.8.4. AVTA will have written selection procedures for competitively negotiated procurement transactions that ensure fair, unbiased evaluation of competing proposals by an

independent evaluation committee, which may be assigned by Executive Director/CEO or Director of Development Services/Disadvantage Business Enterprise (DBE) Liaison Officer, Director of Finance and Administration, Department Director or Manager, Procurement and Contracts Officer or other delegated staff or any combination of the above. These procedures will also ensure that all solicitations clearly state the evaluation factors, which may include, but may not be limited to: cost or price, cost or price-related factors, and non-cost or non-price related factors, and any significant sub factors that will be considered in making the source selection and their relative importance.

- 4.8.5. Acquisition staff shall create technical specifications/requirements for each procurement. Descriptions for the material, product, or service shall incorporate a clear, concise and accurate description. Such descriptions shall not unduly limit or restrict competition among vendors or proposers. Acquisition staff shall be required to provide the completed specifications/requirements to the Procurement and Contracts Officer for approval. Upon approval by the Procurement and Contracts Officer a Procurement and Contracts tracking number shall be assigned prior to release of the procurement to the public.
- 4.8.6. AVTA will ensure that all lists of bidders, manufacturers, or products determined to be qualified in advance of the receipt of bids or proposals are current and sufficient to ensure full and open competition. When possible, sufficient time will be allowed to arrange for qualification before receipt of bids or proposals. However, when using grant funds, AVTA must allow vendors an opportunity to qualify their products during the solicitation period (FTA Circular 4220.1F or latest version, Section VI.1.c).

5. RESPONSIBILITIES

- 5.1. The Director of Finance and Administration has primary responsibility for ensuring that the procurement process is in accordance with legal requirements and AVTA policy, as interpreted by Legal Counsel. The Executive Director/CEO or designee will be responsible, in accordance with the best administrative practice and sound business judgment, for the settlement of all contractual and

administrative issues arising out of procurements. These issues include, but are not limited to, non-competitive/sole source evaluations, protests, disputes, and claims. All protests shall be processed in accordance with AVTA's protest procedures.

- 5.2. The Director of Finance and Administration is responsible for establishing material management policies and issuing instructions concerning the storage, distribution, and disposal of surplus property.
- 5.3. All departments are instructed to follow Procurement Policy and Procedures Manual, as well as Instructions issued by the Director of Finance and Administration regarding the storage, distribution, and issuance of material.
- 5.4. The Executive Director/CEO or designee shall execute contracts, purchase orders, modifications, and supplemental agreements in accordance with established thresholds.

6. STATUTORY AND REGULATORY REQUIREMENTS

Acquisitions shall be conducted consistent with the following federal and state laws and regulations and the Master Agreement as applicable.

Federal Statute, Regulations, Policies, and Agreements	Subject
49 U.S.C. Chapter 53	Public Transportation
49 CFR Part 18	Administrative Requirements for Grants & Cooperative Agreements
49 CFR Part 26	Participation by Disadvantaged Business Enterprises; Disadvantaged Business Enterprise Program
FTA Circular 4220.1F or latest version	Third Party Contracting Guidance
FTA Circular 5010.1D or latest version	Grant Management Guidelines
FTA Circular 9030.1C, Chapter 3 or latest version	Eligible Grant Activities
FTA Master Agreement, 10/1/05	Terms & Conditions of Grantee Administration of Projects Supported & Funded by The FTA

(Continued on the next page)

State Codes	Section(s)	Subject
Civil Code	3248	Payment Bonds
Civil Code	3320	Payments to Prime Design Professionals
Code of Civil Procedure	995.311	Bond Issuer Requirements
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 et seq.	Public Records Disclosure
Government Code	5956 et seq.	Infrastructure Projects
Labor Code	1777.1	Debarment by California Labor Commissioner
Public Contract Code	1103	Responsible Bidder Definition
Public Contract Code	1104	Plans and Specifications
Public Contract Code	3300 - 3400	Contractor's License; Brand Specification
Public Contract Code	4100 et seq.	Subcontracting
Public Contract Code	5100 et seq.	Relief of Bidders
Public Contract Code	6100 et seq.	Awarding of Contracts
Public Contract Code	7100 et seq.	Contract Clauses
Public Contract Code	9201 et seq.	Claims and Disputes
Public Contract Code	10335 et seq.	Service Contracts
Public Contract Code	20101	Prequalification
Public Contract Code	20103.8	Alternative Bids
Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20209 et seq.	Purchase & Sale Contracts; Design/Build Contracts
Public Contract Code	20216 et seq.	Bid & Proposal Disclosure; Negotiated Procurement of Certain Equipment; Design/Build et seq.

7. FEDERAL, STATE AND LOCAL CONTROLS

7.1. This manual was developed in conformance with the standards and limitations established in federal, state and local law. Applicable state laws, policies and other sources of guidance governing the procurement practices of AVTA, in addition to those listed above, are as follows:

7.1.1. AVTA Policies, Procedures and Instructions.

- 7.1.2. Board approved contract awards, actions, and resolutions.
 - 7.1.3. Ordinances and regulations of regional and local agencies which have subject matter jurisdiction (on case-by-case basis).
- 7.2. Federal laws and regulations affecting the procurement practices of AVTA for federally funded projects include, but are not limited to, the following:
 - 7.2.1. Intermodal Surface Transportation Efficiency Act of 1991, as amended.
 - 7.2.2. Federal Acquisition Streamlining Act of 1994, 41 USC 403 (11) and 40 USC 481(b), respectively.
 - 7.2.3. Executive Order 12612 "Federalism" dated 10-26-87.
 - 7.2.4. FTA Master Agreement, dated October 10, 2005.
 - 7.2.5. Public Law 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21).
 - 7.2.6. FAR PART 31 Contract Cost Principles and Procedures.
 - 7.2.7. Relevant decisions of the Courts and the Comptroller General of the United States.
 - 7.2.8. Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012.
 - 7.2.9. Fixing America's Surface Transportation Act or "FAST Act" of 2015.
- 7.3. To the extent that both federal and state laws and regulations apply to a procurement, AVTA is required to act within the limits of the more restrictive requirements. When federal funds are used in procurement, federal procurement requirements must be met or exceeded.
- 7.4. The FTA's Best Practices Procurement Manual provides guidance on federally funded procurements and examples of best practices.
- 7.5. AVTA may contract with any department or agency of the United States of America, with any public agency (including, but not limited to: Department of Transportation, multicounty designated

transportation planning agency, or any transit district, county or city), or with any person upon such terms and conditions as AVTA finds to be in its best interest. (PUC Section 130221)

- 7.6. Local requirements affecting AVTA's procurement practices include AVTA's enabling Joint Powers Agreement, executed by the member entities on July 1, 1992, (County of Los Angeles, City of Lancaster and City of Palmdale), as amended.

8. IMPLEMENTATION

The Executive Director/CEO shall implement the policies herein set forth. Procedural guidance shall be provided in the Procurement Procedures.

9. ABOUT THE MANUAL

This manual provides instructions and reference materials for staff in all branches and departments of AVTA involved with the procurement process. It establishes responsibilities and documents AVTA's continuing efforts to comply with applicable federal, state, county, and local regulations.

9.1. Sections

This manual is divided into sections of related policies. Those sections are described in "Using This Manual" below. Sections are separated by title pages, and policies within a section will begin with the same number. (For example, all policies in the General Policies section begin with "1.>").

10. USING THIS MANUAL

- 10.1. This manual contains policies governing the procurement of goods and services by AVTA. It is divided into the following sections:

- 10.1.1. General Policies (1000 series) - This section describes the responsibilities, ethics, and objectives behind the procurement process.

- 10.1.2. Informal and Formal Procurement Policies (2000 through 6000 series) - This section describes informal procurements, micro-procurements, small procurements, and the formal procurement process from bidding to contract award.

- 10.1.3. Protest Policies (5000 series) - This section describes how to handle a protest of a formal procurement contract award.

10.1.4. Fixed Asset Management Policies (Policy 2020) – This section describes the management of fixed assets, from auditing to liquidation of surplus assets.

1010 PURPOSE

1. OVERVIEW

- 1.1. AVTA is entrusted with the management, expenditure and investment of public funds. As such, it has the responsibility to uphold public trust and exercise its fiduciary duties in a manner that is diligent, efficient and cost-effective beyond question.
- 1.2. This manual serves to complement applicable higher authority (e.g., federal, state, and local government) procurement regulations and serves to provide staff with a primary frame of reference for all matters pertaining to AVTA's procurement and contracting activities. To the extent possible, this manual establishes AVTA's procurement processes, which cover the procurement of, accounting for, and disposal of surplus property (materials, equipment, buses, etc.). On items not covered herein or in the AVTA Procurement Policy and Procedures Manual, staff will consult with the Director of Finance and Administration for guidance. It also provides policy guidance on the procurement and contract administration of professional and other services.
- 1.3. This manual further provides general guidelines in the conduct of procurements that require compliance with federal and/or state contracting standards. Such procurements are those that are funded by federal or state funds. Federal standards are contained in the Master Agreement;

Public Law 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) or other replacement legislation; and the Federal Transit Administration's (FTA) Circular 4220.1F or latest version, entitled "Third Party Contracting Guidance." This circular provides contracting guidance for recipients of federal assistance awarded by the FTA. In addition, where appropriate, many procedures and practices have been adopted from the FTA's Best Practices Procurement Manual. AVTA recognizes that the principles of contracting with federal funds received from the FTA require that certain specific federal guidelines must be met not only by AVTA but also by contractors and subcontractors of AVTA. This manual will educate and enable staff to comply fully with those, as well as other state and local requirements. In addition, this manual will aid procurement staff in making business judgments based upon the application of sound procurement policies and procedures.

These policies may be amended, from time to time as may be required, by changes in enabling laws or by amendments to regulations as issued by the U.S. Department of Transportation, the FTA, Caltrans or other regulatory bodies to reflect new industry standards or to supplement existing administrative directives. Changes, revisions or applicable guidance necessary for proper procurement administration (other than reformatting and clarifications) will be prepared by the Director of Finance and Administration and submitted to the Executive Director/CEO for approval by the Board of Directors, as necessary.

2. OBJECTIVES OF AVTA PROCUREMENT PROCESS

2.1. The objectives of the AVTA Procurement Process are to:

- 2.1.1. Maximize the value (life cycle and costs) received for AVTA's expenditure of public funds.
- 2.1.2. Protect assets and/or services purchased with public funds and ensure their application is exclusively in AVTA's best interests.
- 2.1.3. Provide all qualified vendors equal opportunities for business engagements with AVTA.
- 2.1.4. Provide a timely, efficient and cost-effective flow of resources necessary to support AVTA's provision of service.
- 2.1.5. Protect the integrity and reputations of AVTA, its officers, and its employees.

1020 RESPONSIBILITIES

1. GENERAL

- 1.1. This policy provides details on AVTA and responsibility of the Board and AVTA staff in the procurement process. General responsibilities in the overall procurement process are as follows:
 - 1.1.1. When departments need a product or service, the Department Director or Manager will make a decision to purchase the product or service. The Department Director, Manager or designee will prepare and approve a requisition for the item.
 - 1.1.2. Under the direction of the Executive Services Department, the Procurement and Contracts Officer will be responsible for ensuring full and open competition is provided for all solicitations and equitable and fair treatment of all vendors.
 - 1.1.3. The Procurement and Contracts Officer will also periodically review the procurement process to make certain that AVTA is in full compliance with federal and state regulatory requirements for procurements of goods and services.

2. INDIVIDUAL RESPONSIBILITIES

2.1. Board of Directors ("Board")

- 2.1.1. Approves AVTA's operating and capital budgets based on recommendations from the Executive Director/CEO.
- 2.1.2. Authorizes all expenditures greater than \$75,000, including any fixed asset, based on recommendations from the Executive Director/CEO.
- 2.1.3. Authorizes all change orders/supplemental agreements to contracts that exceed ten (10) percent of the contract costs or \$50,000.
- 2.1.4. Authorizes disposal of surplus property (materials, supplies, equipment, vehicles, etc.) with an estimated value greater than \$25,000.
- 2.1.5. Authorizes agency purchasing policies and subsequent revisions.

2.2. Executive Director/CEO

- 2.2.1. Solicits and recommends to Board award of all contracts above \$75,000, unless otherwise directed by the Board.
- 2.2.2. Upon Board approval, executes all contracts/agreements greater than \$75,000.
- 2.2.3. Upon Board approval, executes all change orders /supplemental agreements that exceed \$50,000 or ten (10) percent of the approved contract value.
- 2.2.4. Solicits and awards all contracts less than or equal to \$75,000. Executive Director/CEO shall receive verbal authorization from the Board Chair for all awards between the amounts of \$50,000 to \$75,000. If the Board Chair is unavailable for verbal authorization, Vice-Chair may then provide verbal authorization.
- 2.2.5. Approves and executes all change orders/supplemental agreements less than \$50,000 or ten (10) percent of the approved contract costs, whichever is less.
- 2.2.6. Delegates authority to department directors for all expenditures less than or equal to \$5,000.
- 2.2.7. Administers the procurement and contracting function, including compliance to purchasing policies and procedures.
- 2.2.8. Ensures budgeted procurements (goods and services) may not be artificially divided, fragmented or split so as to constitute a Small Procurement.
- 2.2.9. Administer and execute delegated authority to transfer, sell, donate or dispose of surplus equipment, materials, and personal property with a remaining estimated value for each item less than \$25,000.
- 2.2.10. Submits Disadvantaged Business Enterprise (DBE) goals to the Board for approval. The (Director of Development Services/ DBE Liaison Officer) proposes new goals to the Executive Director/CEO every three years, after reviewing DBE goal history and federal updates.

- 2.2.11. Recommend updates to the Board on agency purchasing policies.

2.3. Department Director

- 2.3.1. Identifies needs for goods and/or services supporting the department's mission.
- 2.3.2. Authorizes requisitions up to \$5,000, ensuring that funding for any purchase is available.
- 2.3.2. May delegate authority to department managers for requisition approval less than or equal to \$5,000.
- 2.3.3. Provides technical specifications and Statement of Work, as required for various procurements.
- 2.3.4. Serves as, or assigns, the Project Manager for formal procurements.
- 2.3.5. Reviews planned purchases for annual budget cycle, which includes, but not limited to: inventory and non-inventory products and/or services, contract expirations and renewals, which may require rebid, estimated project expenditures and local and grant funding requirements (matching funds, etc.).
- 2.3.6. Evaluates contracted goods and/or services for delivery, fitness, quality and pricing. Reports appropriate vendor/contractor feedback to applicable departments for breach of contract, mitigation or legal action, if required.
- 2.3.7. Ensures budgeted procurements (goods and services) may not be artificially divided or fragmented or split so as to constitute Small Procurement.
- 2.3.8. Assists and complies with the agency's procurement and contract program with support from the Procurement and Contracts Officer.

2.4. Director of Development Services

- 2.4.1. Serves as the Authority's Disadvantaged Business Enterprise (DBE) Liaison Officer.

- 2.4.2 Administers and ensures compliance with AVTA's Disadvantaged Business Enterprise (DBE) program. The program includes the following functions: notifying DBEs of contracting opportunities, recommending DBE contract awards, recording DBE participation, and submitting achieved goals, documentation and reports to the Authority's Executive Director/CEO, FTA and other applicable agencies and interested parties. The liaison provides advice and/or suggestions on reaching set DBE goals for specific projects, monitors agency compliance with agency DBE program.

Ensures compliance with AVTA's DBE program on bid/proposal packages, vendor proposal submissions, and evaluation and award recommendations. Establishes project specific goals in conjunction with the Executive Director/CEO.

- 2.4.3. Coordinates with department directors during annual budget cycle to forecast DBE goals for annual budget cycle. Recommends agency-wide DBE goals to the Executive Director/CEO. Submits DBE goals for Board consideration and approval based on the FTA approved schedule.

2.5. Director of Finance and Administration

- 2.5.1. Assists and complies with the agency's procurement and contract program with support from the Procurement and Contracts Officer.
- 2.5.2. Monitors, ensures and enforces compliance with all applicable federal, state, local laws, this Manual, and governing public and personal services contracts.
- 2.5.3. Serves as custodian for all contract documents on behalf of AVTA with support from AVTA's Procurement and Contracts Officer.
- 2.5.4. Assists in the agency's procurement process and coordinates planning of future expenditures.

2.6. Director of Operations and Maintenance

Oversees Authority's Asset Management Program.

2.7. Other Departmental Managers and Personnel

2.7.1. Assists and complies with the agency's procurement and contract program with support from the Procurement and Contracts Officer.

2.7.2. Authorize Requisitions within limits established by the Department Directors, if approved by the Executive Director/CEO.

2.8. Director of Operations and Maintenance

2.8.1. Supervises the safe and efficient operation and maintenance of the parts storeroom.

2.8.2. Oversees the stock inventory management functions of the parts room on behalf of the Procurement and Contracts Officer.

2.8.3. Performs procurements within the limits established by the Department Director, if approved by Director of Finance and Administration and Executive Director/CEO. Position ensures full compliance with all applicable federal, state, local laws, this Manual, and governing public and personal services contracts.

2.8. Procurement and Contracts Officer

2.8.1. Leads the procurement and contracting function of the Agency.

2.8.2. Conducts construction, small and formal procurements as defined in Policy 2000, "General Procurement – Overview."

2.8.3. Ensures the Authority adheres to applicable federal (FTA), state or local regulations, guidelines, circulars and/or other applicable laws.

2.8.4. Serves as point of contact for all matters involving procurement and contracting functions.

2.10. Finance Department

2.10.1. Reviews and pays invoices after receiving appropriate documentation required by Director of Finance and Administration.

2.10.2. Maintains and audits Petty Cash funds.

2.10.3. Maintains all vendor invoices.

2.10.4. Processes purchase orders for all authorized contract awards.

2.11 Facility Superintendent

2.11.1. Assists and complies with the agency's procurement and contract program with support from the Procurement and Contracts Officer.

2.11.2. Receives goods in accordance with AVTA procedures.

2.11.3. Maintains shipment receiving records.

1030 ENVIRONMENTAL PROCUREMENT

1. PURPOSE AND SCOPE

The purpose of this policy is to support the purchase of recycled and environmentally preferred products so as to minimize environmental impacts relating to our work. AVTA recognizes that employees can make a difference in favor of environmental quality. We strongly recommend the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonably competitive price.

Consistent with the requirements of Assembly Bill 939, requiring a 50% reduction of material going to landfills, and the economics of effectively managing costs for solid waste disposal, AVTA shall promote the use of recycled/recyclable supplies and materials as a priority. In so doing, AVTA shall:

- 1.1. Encourage waste prevention, recycling, market development and use of recycled/recyclable materials through lease agreements, contractual relationships and purchasing practices with vendors, contractors, businesses and other governmental agencies.
- 1.2. Adopt waste prevention, recycling and use of recycled supplies/materials as an agency priority.
- 1.3. Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed.
- 1.4. Serve as a model for the region to influence waste prevention, recycling and procurement efforts.

2. DEFINITIONS

- 2.1. **"Recycling"** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.
- 2.2. **"Waste Prevention"** means any action undertaken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.

- 2.3. **"Environmentally Preferable Products"** means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation and/or disposal of the product.
- 2.4. **"Recycled Products"** are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste and/or other waste that otherwise would not have been utilized.
- 2.5. **"Practical"** means sufficient in performance and available at a reasonably competitive cost.

3. **POLICIES**

- 3.1. All AVTA personnel will specify recycled and environmentally preferable products whenever practical. This requirement will also flow down to AVTA contracts if and when it may be applicable.
- 3.2. AVTA shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- 3.3. AVTA departments/divisions shall practice waste prevention whenever practical.

4. **BEST PRACTICES**

4.1. Procurement Practices

In cooperation with Department Directors, Managers and end users, the Acquisition Team shall evaluate, at a minimum, the following environmentally preferable product categories and purchase them whenever practical:

- 4.1.1. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
- 4.1.2. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers,

corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper

- 4.1.3. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
- 4.1.4. Re-refined antifreeze, including on-site antifreeze recycling.
- 4.1.5. Re-refined lubricating and hydraulic oils.
- 4.1.6. Re-crushed cement concrete aggregate and asphalt.
- 4.1.7. Recycled plastic outdoor wood substitutes, including plastic lumber, benches, fencing, signs and posts.
- 4.1.8. Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles and insulation.
- 4.1.9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- 4.1.10. Retreaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- 4.1.11. Compost, mulch, and other organics including recycled bio-solid products.
- 4.1.12. Remanufactured low Volatile Organic Compound (VOC) paint.

4.2. Waste Prevention Practices

AVTA staff is encouraged to reduce consumption of resources by incorporating the following practices into daily work activities. Accomplishment of these activities will be through appropriate staff and resources.

- 4.2.1. Consider durability and necessary maintenance of products prior to purchase.

- 4.2.2. Conduct routine maintenance on products/equipment to increase the useful life.
- 4.2.3. Use duplex features on laser printers and copiers. Specify duplex on print jobs.
- 4.2.4. Create electronic letterhead for use by all.
- 4.2.5. Send and store information electronically when possible. This includes e-mail, website and electronic fax.
- 4.2.6. Review record retention policies and implement document imaging systems.
- 4.2.7. Other waste prevention practices that further the goals of this policy.

4.3 Responsibilities

Each AVTA department will be responsible for the implementation of this policy and shall:

- 4.3.1. Practice waste prevention whenever possible.
- 4.3.2. Continue to utilize recycling programs and expand them where possible.
- 4.3.3. Procure recycled products whenever practical.
- 4.3.4. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Cross-feed information to other Departments/Division when potential use of a product exists.
- 4.3.4. Develop specifications used in public bidding aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.
- 4.3.5. Ensure that procurement documents issued by the Departments/Divisions require environmental preferred alternatives whenever practical.
- 4.3.6. Educate and promote this policy throughout the Agency.

1040 DBE PROGRAMS

1. POLICY STATEMENT

- 1.1. It is the policy of AVTA, pursuant to the provisions of federal, state and local laws and regulations, and implemented by directives of the Board, to promote the utilization of Disadvantaged Business Enterprises (DBE) and Small Businesses to the maximum extent feasible. AVTA's procurement and contract processes will provide a level playing field for DBE and Small Businesses to compete for and participate in all aspects of AVTA business opportunities.
- 1.2. Specific responsibility for developing and implementing the DBE Program is delegated to the Director of Development Services/(DBE) Liaison Officer or designee. Procedures for establishing DBE goals will be coordinated through the Director of Development Services/(DBE) Liaison Officer. Responsibility for ensuring compliance with AVTA's DBE Policy is shared by all AVTA employees.
- 1.3. In furtherance of this policy, AVTA requires that all federally funded procurements be forwarded to the Director of Development Services/(DBE) Liaison Officer for DBE goal evaluation prior to advertisement. Notification of contract opportunities in purchasing, concessions, real estate and other operating functions are also forwarded to the Procurement and Contracts Officer prior to their public release. DBE goals will be assigned to all applicable construction contracts prior to advertising. It is the responsibility of the Procurement and Contracts Officer to ensure that the established goal is included in the solicitation documents along with the resource list of DBEs identified and forwarded to the Director of Development Services/(DBE) Liaison Officer at the time of goal setting. The Procurement and Contracts Officer will ensure that all applicable forms are included in bid/proposal packages for identification of DBE participation, description of scope of work to be performed, materials supplied, and service or broker function to be performed by each DBE listed.
- 1.4. In instances where AVTA has not established a specific goal for participation by DBEs on a contract, the Contractor, should it decide to subcontract, shall ensure an environment that encourages maximum DBE participation in said subcontracts. Upon AVTA's request, Prime Contractors may be randomly required to submit documentation to satisfy AVTA that good faith efforts were made to utilize DBE's during the life of the contract.

2. DBE PROGRAM

- 2.1. AVTA is committed to undertaking special efforts to seek socially and economically disadvantaged firms and small businesses to attain this goal. DBE goals are established annually for AVTA's annual contracts with contracting opportunities, as well as on a project-to-project basis.
- 2.2. It is AVTA's goal to ensure that DBEs are given an equal opportunity to compete for every AVTA contract, from the smallest routine requisition to the largest contract.
- 2.3. AVTA's contracts process is structured to ensure that AVTA's adopted Disadvantaged Business Enterprise (DBE) Program constitutes a commitment to promote, foster and utilize disadvantaged business enterprises as required and defined by 49 CFR 26, as revised on February 2, 2011. AVTA's Contracts and contracting activities shall, at all times, provide a level playing field where DBEs are provided an equal opportunity to fairly compete and participate.
- 2.4. AVTA's contracts process is a key element in implementing AVTA's DBE policy. DBE certification is achieved through the California Unified Certification Program (CUCP). AVTA will refer potential DBEs to the appropriate certifying agency, such as the Los Angeles County Metropolitan Transportation Authority and Caltrans.
- 2.5. In addition to verifying that the firms listed for DBE goal attainment are certified with CUCP. Staff shall verify that all vendors seeking to do business with the AVTA are not listed on the federal debarred or suspended list by checking the Excluded Parties Listing website. A copy of the print screen shall be placed in the procurement file.
- 2.6. In accordance with the above stated DBE Program, AVTA has incorporated a race neutral non-discriminatory element as a component of its DBE Program. This component, Small Business Element (SBE) sets forth the procedures to be implemented by AVTA to facilitate open competition for small business concerns (both DBEs, non-DBEs, and Local Small Businesses).

3. ANNUAL GOALS

- 3.1. AVTA's overall goal must be submitted to FTA every three years on August 1 for the upcoming three-year period.
- 3.2. AVTA's DBE Liaison Officer or designee shall prepare and submit the triennial goal and required FTA reports.
- 3.3. AVTA estimates the number and types of contracts to be awarded and the number and types of DBEs likely to be available to compete for contracts. DBE contractors will be encouraged by AVTA to compete as prime contractors.

4. RESPONSIBILITY

- 4.1 The Director of Development Services/(DBE) Liaison Officer or designee serves as AVTA's DBE Liaison Officer and reports directly to the Executive Director/CEO on all matters concerning the DBE program. The DBE Officer maintains an "open door" policy and is primarily responsible for the enforcement of the DBE Program.
- 4.2 The Board expects all levels of AVTA staff in all AVTA departments to both solicit and encourage DBE participation in all contracting opportunities.

1050 STANDARDS OF CONDUCT AND CONFLICT OF INTEREST CODE FOR FEDERALLY FUNDED PROJECTS

(Board Approved 8/23/2011)

1. POLICY OVERVIEW

- 1.1. Federal Department of Transportation (DOT) Regulations (49 C.F.R. Parts 18 & 19; see section 2.a.(4)(h) of chapter VI of Federal Transit Administration (FTA) Circular 4220.1F, or latest version) prohibits AVTA from engaging in practices that result in organizational conflicts of interest in the issuance of solicitations and the award of contracts.
- 1.2. Pursuant to DOT regulations, an organizational conflict of interest occurs when any of the following circumstances arise:
 - 1.2.1. A contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to AVTA due to other activities, relationships, contracts, or circumstances.
 - 1.2.2. A contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - 1.2.3. During the conduct of an earlier procurement, a contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- 1.3. FTA expects AVTA to identify and evaluate potential organizational conflicts of interest and avoid, neutralize or mitigate potential conflicts before contract award.
- 1.4. AVTA seeks to avoid conflicts of interest in the award of Federal contracts. AVTA personnel, therefore, are expected to avoid engaging in practices that result in conflicts of interest or appearances thereof.
- 1.5. This Policy No. 1050 ("Policy") establishes AVTA's standards of conduct and policy regarding conflicts of interest, gratuities, negotiation for employment, post-AVTA employment restrictions and related matters. This Policy identifies potential conflicts of interest and details AVTA's remedies for violations of the provisions of this Policy. This Policy shall apply to all AVTA personnel in the exercise of their duties.

- 1.6. AVTA Board Members and employees holding Designated Positions specified in the "Conflict of Interest Code of the Antelope Valley Transit Authority," adopted by AVTA pursuant to the Political Reform Act (Gov. Code § 81000 *et seq.*), shall file statements of economic interest along with any additional information required for disclosure pursuant to the Conflict of Interest Code of the Antelope Valley Transit Authority.

2. FINANCIAL AND PERSONAL CONFLICTS OF INTEREST

- 2.1. The Political Reform Act prohibits public officials at any level of local government from making, participating in making or in any way attempting to use their official positions to influence governmental decisions in which they know or have reason to know they have a financial interest.
- 2.2. No Board Member or employee shall make, participate in making or in any way attempt to use their official position to influence an AVTA decision concerning the selection, award, or administration of a contract supported by Federal funds in which they know or have reason to know they have a financial interest. A Board Member or employee is deemed to have a financial interest in an AVTA decision where:
 - 2.2.1. A member of the Board Member's or employee's immediate family, the Board Member's or employee's partner or the Board Member's or employee's employer or prospective employer has a financial interest in the decision.
 - 2.2.2. He or she has a financial interest in an organization that would profit either from the decision or from his or her knowledge of AVTA actions or future plans related to the decision.
- 2.3. No Board Member or employee shall make an investment or act for personal gain based upon knowledge he or she has obtained, whether directly or indirectly, as a result of the performance of his or her duties for the AVTA.
- 2.4. In all AVTA procurement matters supported by Federal funds, no employee, legal counsel, member of an evaluation committee or Board Member shall engage in any activity that (i) involves or creates a personal obligation impairing that person's objectivity or (ii) gives the appearance to others that favoritism or obligations exist between that person and any other party with respect to the procurement.

3. GIFTS

- 3.1. "Gift" is defined as set forth in Section 82028 of the California Political Reform Act.
- 3.2. General Prohibitions.
 - 3.2.1. No Board Member or employee designated in the Conflict of Interest Code of the Antelope Valley Transit Authority shall accept gifts from any single source in any calendar year with a total value more than the Political Reform Act gift limit if the Board Member or employee is required to report the receipt of income or gifts from that source on his or her statement of economic interests." For 2015-2016, the gift limit is \$460 from a single source during a calendar year.
- 3.3. General Exceptions
 - 3.3.1. The following are not subject to the gift limitation specified in Section 3.2.1 of this Policy:
 - 3.3.1.1. Informational materials such as books, calendars, videotapes and free or discounted admission to educational conferences that are provided to assist a Board Member or employee in the performance of his or her official duties.
 - 3.3.1.2. A gift that is not used and that, within thirty (30) days after receipt, is returned or donated, or for which reimbursement is paid pursuant to § 18943 of Division 6 of Title 2 of the California Code of Regulations.
 - 3.3.1.3. A gift received from Board Member's or employee's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin, or the spouse of any such person, unless the donor is acting as an agent or intermediary for any other person.
 - 3.3.1.4. Campaign contributions.
 - 3.3.1.5. Devises or inheritances of any kind.

- 3.3.1.6. A personalized plaque or trophy with an individual value of less than two hundred fifty dollars (\$250).
- 3.3.1.7. Hospitality (including food, beverages or occasional lodging) provided to a Board Member or employee in connection with an event at which you attended, gave a speech, participated in a panel or seminar, or accepted an awarded, provided the cost of attending the event was paid by AVTA, a federal, state or local agency.
- 3.3.1.8. Wedding gifts given to a Board Member or employee.
- 3.3.1.9. Free admission, refreshments and similar non-cash nominal benefits provided to a Board Member or employee during an event at which the he or she gives a speech, participates in a panel or seminar, or provides a similar service.
- 3.3.1.10. Actual intrastate transportation and any necessary lodging and subsistence provided directly in connection with an event at which a Board Member or employee gives a speech, participates in a panel or seminar, or provides a similar service.
- 3.3.1.11. Transportation, lodging and subsistence provided in direct connection with campaign activities, including attendance at political fundraisers.
- 3.3.1.12. Presents exchanged between a Board Member or employee and an individual, other than a lobbyist, on holidays, birthdays or special occasions, as long as the presents exchanged are not substantially disproportionate in value.

3.4. Reporting of Gifts by Non-Designated Employees

- 3.4.1. On or before January 31 of each year, employees not designated in the Conflict of Interest Code of the Antelope Valley Transit Authority shall report the receipt of gifts from any single source in the preceding calendar year with a total value of more than fifty (\$50) to the Executive Director/CEO.

3.5. Violation of General Gift Prohibitions

- 3.5.1. Employees who receive gifts in violation of this Policy shall promptly report the violation to their immediate supervisor for review and notice to the Executive Director/CEO for a recommendation.

4. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

- 4.1. Organizational conflicts in bidding. The following restrictions shall apply to contractors, third party vendors, consultants and their respective employees (collectively "contractor") in the issuance of solicitations and the award of federally funded AVTA contracts:

- 4.1.1. No contractor shall be eligible to submit a bid in response to a federally funded solicitation developed from plans, specifications, designs, requirements, statements of work, Invitations for Bid or Requests for Proposals prepared in whole or in part by that contractor.
- 4.1.2. No contractor shall be involved in the evaluation, selection, or award of a contract for which the contractor is eligible to bid.
- 4.1.3. No contractor shall participate in the procurement of a third party contract for management services where the work that is to be reviewed by the third party contract manager has been awarded to the contractor.

5. NEGOTIATION FOR FUTURE EMPLOYMENT AND POST EMPLOYMENT RESTRICTIONS

- 5.1. AVTA employees considering or negotiating future employment with an organization that has an actual or prospective business relationship with AVTA shall not participate in any AVTA action or decision regarding that organization.

For purposes of this Section, "negotiating" means any employee action that reasonably could be construed as indicating an interest in future employment with an organization that has an actual or prospective business relationship with AVTA, including, but not limited to, submitting letters of interest or resumes, making telephone inquiries regarding employment openings, and receiving or responding to unsolicited proposals from such organizations regarding employment opportunities.

5.1.1. AVTA employees considering or negotiating future employment with an organization that has an actual or prospective business relationship with AVTA shall file a written notice with their supervisor of such consideration or negotiation (including the receipt of unsolicited employment proposals). A copy of the notice shall be sent to Human Resources to be placed in the employee's official personnel file. An employee shall have the burden of determining whether an organization has an actual or prospective business relationship with AVTA.

5.2. Post-AVTA Employment Restrictions

5.2.1 An AVTA employee who, within six (6) months prior to their last day of employment with AVTA, (i) was significantly involved in procurement activities or project management responsibilities involving an organization that has an actual or prospective business relationship with AVTA, or (ii) had direct responsibility over any matter of financial interest to an organization that has an actual or prospective business relationship with AVTA, shall not be employed by that organization to work directly or indirectly on any proposal or contract with AVTA, until at least six (6) months after the employee's last day of employment with AVTA.

6. VIOLATIONS AND ENFORCEMENT

6.1. A violation of any provision of this policy shall be subject to the remedies available to AVTA under the law including, without limitation, the initiation of civil or criminal proceedings, the imposition of penalties, sanctions, disciplinary actions and termination of employment. Disciplinary actions imposed on an employee shall remain a permanent part of that employee's personnel file.

1060 CONTRACTOR RELATIONS

1. POLICY

- 1.1. AVTA maintains an "open door" policy and makes every effort to maintain a good business relationship with all vendors and potential proposers.
- 1.2. It is the goal of AVTA to proactively engage in meaningful outreach activities and programs to assist, counsel and advise local businesses in the Antelope Valley on how to pursue contracting opportunities with AVTA.
- 1.3. The Contracts and Purchasing employees specifically, and all agency management personnel in general, under the direction of AVTA management, assume the responsibility to:
 - 1.3.1. Establish and maintain ethical purchasing policies and principles;
 - 1.3.2. Maintain open and fair competition;
 - 1.3.3. Provide and maintain fair and unbiased procurement specifications;
 - 1.3.4. Observe and maintain honesty and candor in all transactions;
 - 1.3.5. Respect the confidence of vendors/contractors in the handling of private information;
 - 1.3.6. Remain free from any obligation to vendors/contractors;
 - 1.3.7. Answer all inquiries promptly;
 - 1.3.8. Decline to take advantage of vendor's/contractor's errors;
 - 1.3.9. See that all sales representatives are treated with courtesy and receive a full and fair, opportunity to present their products;
 - 1.3.10. Furnish complete and accurate information;
 - 1.3.11. Promote prompt payment of invoices;
 - 1.3.12. Keep an open mind to new methods and procedures; and
 - 1.3.13. Encourage testing or demonstration of materials and products which may be of value to AVTA.
- 1.4. At all times, AVTA employees will operate with integrity and fairness to AVTA's suppliers.

2. OBJECTIVE

Through these principles, AVTA intends to create an atmosphere in which AVTA, vendors, and citizens can work together for the provision of goods and services to AVTA at a fair and reasonable price.

GENERAL PROCUREMENT

2000 PURCHASING THRESHOLDS

The method which is used to procure an item or a service depends on two factors: First, the item being procured; and second, the cost. Contracts for services or supplies funded by FTA grants shall not exceed five (5) years, inclusive of options, without prior FTA approval.

1. POLICY STATEMENT

- 1.1. This policy sets forth the requirements for micro, mini and small and formal purchases. This policy includes other simplified purchase procedures, such as petty cash and procurement cards. Consistent with guidance set forth in FTA C4220.1F or latest version, Section VI.2.3.a, the procurement of supplies, materials and equipment, services and miscellaneous procurements that do not exceed an aggregate amount of the simplified acquisition threshold fixed at 41 U.S.C. § 403(11), currently set at \$150,000 as of January 2007, may be procured by the use of small purchase procedures or other simplified methods.
- 1.2. It is the full responsibility of the requisitioning department to ensure funds are available within the department's budget for any requested procurement.
- 1.3. Consistent with the requirements of the Common Grant Rules and the guidance provided by FTA Circular 4220.1F or latest version, , a cost/price analysis shall be performed by the acquisition staff for each applicable procurement as indicated on "Attachment 1 – Procurement Required Documentation and File Check List Form (Appendix II). The method and degree of analysis depends on the facts and circumstances surrounding each procurement. As a starting point, acquisition staff shall complete Independent Cost Estimates (ICE) prior to advertising or releasing of any solicitation to the public. Procurement and Contracts Officer shall provide a unique Procurement/Contracts tracking number upon submission of all required, properly completed and acceptable ICE forms.
 - 1.3.1. Price Analysis. A price analysis is a review and evaluation of the offeror's proposed price without evaluating its separate costs and profit elements relative to the prices being offered by other vendors and being paid by the general public for the same or similar items." Price analysis is based essentially

on data that is verifiable independently from the offeror's proposed price data. The essential factors, which must be present in order to make a "price analysis," are as follows:

1.3.1.1. The product must be a "commercial product" (i.e., one for which there is a basis of comparison in the commercial marketplace). Price analysis would not be suitable, for example, for research and development items, or for one-of-a-kind items for which there was no basis of comparison.

1.3.1.2. It is not necessary that competing products be exactly identical to the product being offered, but you must be able to compare the products' capabilities and their respective price differences in light of those varying capabilities. By such comparisons one is able to make value judgments that a particular product's performance capabilities warrant a higher or lower price than a competing product.

1.3.2. Cost Analysis. A cost analysis involves the review and evaluation of the separate cost and profit elements that comprises an offeror's proposed pricing relative to the prices being offered by other vendors and being paid by the general public for the same or similar items.

Costs analysis is performed to establish an opinion on the degree to which the Offeror's proposed cost, including profit, represents what the performance of the contract 'should cost', assuming reasonable economies of scale and efficiency factors. Cost Analysis will be required when a 'Price Analysis' cannot be performed; or when adequate price competition is lacking, unless reasonableness can be established on the basis of: 1) (prices set by catalog or market price of a commercial product sold in substantial quantities to the general public, or 2) prices set by law or regulation. Cost analysis would be appropriate in the following situations:

1.3.2.1. The product or service being offered is not susceptible to being evaluated against other commercially available items of similar products or services. Examples would include a procurement for professional services where no competing price

proposals are submitted, as in a procurement for architectural-engineering services where only one cost proposal is solicited from the highest ranking firm, or a sole-source procurement for other types of services.

- 1.3.2.2. When change orders are issued to contracts requiring the contractor to do work whose cost can only be evaluated by examining the various cost elements, such as labor, materials, travel, etc.
- 1.4. Written Record of Procurement History. Acquisition staff shall be required to maintain records detailing the entire history of each procurement through the use of "Attachment 38 – Written Record of Procurement History Form (Appendix II). See FTA Circular 4220.1F or latest version, Chapter III, 3, d(1).
- 1.5. A procurement value over \$100 requires that a requisition be created in Tyler Technologies (or current financial software), which flows through the hierarchy for approval.
- 1.6. Budgeted procurements (goods and services) may not be artificially divided or fragmented or split so as to constitute Small Procurement.

2. Procurement Types

- 2.1. The AVTA Procurement Process is divided into two main types of procurement:
 - 2.1.1. **Informal Procurements.** Acquisitions for goods and services less than or equal to \$75,000, which includes petty cash, micro-procurements and small procurements. These procurements are subject to the approval by the Executive Director/CEO.
 - 2.1.2. **Formal Procurements.** Acquisitions for goods and services greater than \$75,000. These procurements are subject to the approval by the Board of Directors.
- 2.2. Procurement personnel use AVTA's automated accounting, procurement and contract system to plan, conduct, track, and audit procurements.

- 2.2.1. In some cases, AVTA personnel may use AVTA-issued credit cards, as specified in AVTA's Credit Card Policy and Procedure, revised July 24, 2018 (See Appendix I).
- 2.2.2. Various AVTA personnel are responsible for the proper conduct of procurements, as specified in Policy 1020, Responsibilities.
- 2.3. **Less than or equal to \$75,000** – Informal Procurement Procedure. The applicable procedure will depend on the dollar threshold amount for each purchase. Additional requirements will apply depending on the amount of the procurement:
 - 2.3.1. **\$100 and Below** – Petty cash procedure, Credit Card or Micro-procurement.
 - 2.3.2. **\$3,000 and Below** – Micro-Purchase Procedure (FTA C4220.1F or latest version, Section VI.3.a).
 - 2.3.2.1. Micro-procurements may be used for goods and/or services less than or equal to \$3,000 (Federal Acquisition Regulation (FAR), Part 2 – Definitions of Words and Terms, Subpart 2.1 – Definitions, 2.101 Definitions, “Micro-purchase threshold”).
 - 2.3.2.2. Micro-procurements do not require action by the Board of Directors.
 - 2.3.2.3. Although Micro-procurements do not require multiple quotes, purchases shall be of a fair and reasonable price and should be rotated among vendors offering competitive prices for the same quality. Written documentation proving that the price is fair and reasonable and the method of determination shall be retained with each transaction. Federally funded construction contracts over \$2,000 require compliance with Federal Procurement Requirements, such as the Davis-Bacon Act; and specific construction terms and conditions must be used for these procurements.
 - 2.3.2.4. Micro-procurements shall be distributed equitably among qualified vendors. Contracts staff shall

perform a quarterly assessment of awards to ensure equitable distribution among qualified vendors.

- 2.3.2.5. Provide a written record of all vendors from whom quotes were solicited and received.
- 2.3.2.6. Emergency and Non-Competitive/Sole Source Procurements shall follow the requirements in Section 2010.
- 2.3.2.7. Micro-procurements do not require action by the Board of Directors.
- 2.3.2.8. Credit Sales. Acquisition staff shall submit vendor invoice, quote (if available) and completed Micro-Purchase Fair and Reasonable Form (see Purchasing Policy and Procedures Manual, Appendix II) to Accounts Payable prior to processing payment.
- 2.3.2.9. Cash Sales. Acquisition staff shall submit vendor invoice, quote (if available) and completed Micro-Purchase Fair and Reasonable Form (see Purchasing Policy and Procedures Manual, Appendix II) to Accounts Payable prior to reimbursement.
- 2.3.3. **\$3,000 to \$75,000** – Small Procurement Procedure (FTA C4220.1F or latest version, Section VI.3.b).
 - 2.3.3.1. Small Procurements may be used for goods and/or services greater than \$3,000 and less than or equal to \$75,000, Executive Director/CEO may release solicitations and award contracts under a Small Procurement or better known as Request for Quote (RQ).
 - 2.3.3.2. Small Procurements shall be processed through a competitive solicitation process whereby a minimum of three (3) quotes shall be solicited from vendors who can reasonably be expected to provide the required goods and/or services.
 - 2.3.3.3. Acquisition staff shall make a written record of all vendors from whom quotes were solicited and the

dollar amount of written quotes received. If three potential vendors are not available, a lesser number will suffice provided a written record is made of the effort to obtain three (3) quotes is created. The written record should provide:

- vendor names;
- contact information, including contact person, phone number and email address; and
- the reasons why vendors did not submit a response.

2.3.3.4. Small Procurements for goods and/or services including professional and non-professional consultants may not be artificially divided or fragmented or split so as to constitute Small Procurement or avoid a multi-year agreement, which can be up to five (5) year term.

2.3.3.5. In compliance with FTA recommendations and requirements, procurements that do not exceed the stated threshold (FTA 150,000) for Small Procurements do not require use of the Formal Procurement procedure.

2.3.3.6. In the award of A&E Contracts, AVTA will select the most qualified firm and then negotiate a price with that firm only.

2.3.3.7. Price or rate quotations obtained for small procurements shall be documented and filed with each transaction, utilizing applicable federal contract clauses, certifications and administrative forms.

Acquisition staff shall complete, and file all required FTA documentation and forms.

The forms may include, but may not be limited to the following: Independent Cost Estimate, Mailing Lists, Request for Quote Form, Responses, Rejected Responses, Request for Quote Tabulation, Cost/Price Analysis, Responsibility Determination

and Responsiveness (See Appendix II) Determination Forms and a System for Award Management (SAM) printout, etc.

2.3.3.8. Small procurements do not require action by the Board of Directors. Award must be approved and signed by the Executive Director/CEO.

2.4. **Greater than \$75,000** – Formal Procurement Procedure (FTA C4220.1F or latest version, Section VI.3.c).

2.4.1. In compliance with FTA recommendations and the requirements of the Common Grant Rules, procurements for goods and/or services exceeding \$75,000 per award require the use of a Formal Procurement process which may include, but not be limited to the following:

2.4.2. Acquisition planning and identification of funding sources utilizing applicable procurement forms. Staff shall complete and file all required FTA documentation and forms. Those forms may include, but may not be limited to the following: Independent Cost Estimate Form, Method of Procurement Decision Matrix, Cost or Price Analysis, Responsibility Determination Form, and Responsiveness Determination Form (See Appendix I and II), etc.

2.4.2.1. Prior to advertisement and release of any bus solicitations, staff shall forward applicable documents to FTA's Los Angeles Area Office for review, comment and approval.

2.4.2.2. Executive Director/CEO to authorize release of the solicitation, which may include Invitation for Bids (IFB), Request for Proposals (RFP) and Request For Qualifications (RFQ), Multi-step Procurement, etc.

2.4.2.3. Advertisement/Public Notice of each solicitation.

- 2.4.2.4 A time and date by which the bids must be received and a place at which the bids must be submitted.
- 2.4.2.5. A detailed procurement description.
- 2.4.2.6. The time, date, and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which vendors must be pre-qualified.
- 2.4.2.7. A statement that the AVTA may cancel the procurement or reject any or all received offers, if in the best interest of AVTA.
- 2.4.2.8 Identify all contractual terms and conditions (federal) applicable to the procurement.
- 2.4.2.9. Notice of any pre-offer conference.
- 2.4.2.10. Identify all certifications, forms, and instructions for submission of responses by vendors and any other special information.
- 2.4.2.11. The date, time and place of public opening and recording of received solicitations.
- 2.4.2.12. Addendum/Addenda notification and availability.
- 2.4.2.13. Specification. Describe the character of the goods and/or services AVTA is purchasing including, if applicable, a description of the acquisition, specifications, delivery of performance schedule, inspection, and acceptance requirements, etc.
- 2.4.2.14. Evaluation. Awards of contracts for goods and/or services shall be based on offers received in response to either competitive sealed bids or competitive sealed proposals. Evaluation criteria shall be established and provided for all procurements.

- 2.4.2.15. Award. If a contract is awarded, the contract shall be awarded to the responsible bidder/proposer whose submitted response AVTA determines in writing to be the most advantageous to the AVTA based on the evaluation process and evaluation factors described in the solicitation and outcome of any negotiations authorized by the solicitation. Proposed contractor must not be debarred or suspended from doing business within the State of California or with the United States of America and/or AVTA (grantee). AVTA shall perform a search through applicable databases, such as federal government's System for Award Management (SAM), etc.
- 2.4.2.16. Time Extension. Prior to a contract award with a vendor, the Procurement and Contracts Officer shall have the authority to negotiate a procurement time extension. A time extension may be necessary, when unforeseen circumstances arise which postpones or delays an award.
- 2.4.2.17. Closing Procurements shall close on regular business days and time as stated in the solicitation. Submitted offers received after the stated closing date and time shall be rejected and returned to the proposer(s).
- 2.4.2.18. Unmarked Response. AVTA shall have the authority to open any offers improperly marked. AVTA shall reseal offers that are opened for identification purposes, which will be documented and placed in the procurement file
- 2.4.2.19 Board Authorization for contract award is required, if not already approved during the annual budget process. Documentation shall include applicable

forms, such as Cost/Price Analysis, and Responsibility Determination Form, and Responsiveness Determination Form (See Appendix I and II), and System for Award Management (SAM) search, etc.

- 2.5. Procurement of Design-Build (FTA C4220.1F or latest version, Section VI. h.).
 - 2.5.1. AVTA shall procure design-build services based on the requirements of 49 USC, Section 5325(d) (2) and the recommendations of FTA Circular 4220.1F or latest version, Section VI.3.h. Whether the work to be performed is construction predominant or design services predominant will determine if competitive negotiations/sealed bids will apply or if the Brooks Act will be required. However, qualifications-based competitive proposal procedures should not be used to procure design-build services when the preponderance of the work to be performed is not A&E in nature as defined in 49 USC Section 5325(b)(1), unless required by State law.
 - 2.5.2. AVTA shall structure its design-build procurement using one or more steps as stated below:
 - 2.5.2.1. One-Step Method, where AVTA undertakes its design-build in a single step.
 - 2.5.2.2. Two-Step Method: For larger projects AVTA may undertake its design-build in a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253.
 - 2.5.2.2.1. Review of Technical Qualifications and Approach;
 - 2.5.2.2.2. Review of Complete Proposals.

2010 EMERGENCY AND NON-COMPETITIVE/SOLE SOURCE PROCUREMENTS

(Board Revised 8/28/12)

For internal control purposes, deviations from the process outlined in this section shall be permitted only in emergency situations, as determined by the Board or the Executive Director/CEO or designee. Emergency procurements are those which, due to unusually circumstances beyond the control of the requesting person, cannot be foreseen or otherwise provided for in the routine manner, but which must be accomplished without delay. Emergencies usually involve urgent repair of revenue vehicles, mechanical facilities or utilities, correction of unsafe conditions, conditions which if left uncorrected would result in immediate financial loss, and the like.

1. EMERGENCY PROCUREMENT POLICY AND PROCEDURE

In the event of an emergency or declared disaster that impacts the AVTA, the Executive Director/CEO, Director of Development Services/DBE Liaison Officer, and Director of Finance and Administration are authorized to expense funds for the purchase of goods and/or services to help keep the AVTA operational. The use of the AVTA's authorized CAL-Cards for emergency purchases of goods and/or services in excess of the non-emergency purchasing authority applicable to each of the foregoing AVTA officials is subject to Policy 2030, CAL-Card Program, and the following procedures and requirements:

- 1.1. AVTA may conduct procurement on an emergency basis if the procurement is reasonably necessary to deal with an existing emergency condition, as defined in the section below.
- 1.2. Except as provided below, conducting a procurement on an emergency basis requires a two-thirds finding by the Board that public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property. Should such a finding be made, the Executive Director/CEO shall be authorized to proceed to expend or enter into a contract without observance of the provisions of the applicable articles in this Policy regarding contracts, bids, advertisement or notice.
- 1.3. If the nature and severity of the emergency permits, the AVTA Board of Directors shall convene an "emergency meeting" in accordance with the Brown Act in response to a declared disaster or emergency condition(s).
- 1.4. In the event the AVTA Board of Directors is unable to timely and reasonably convene an "emergency meeting," a meeting of the

Executive Committee shall be held as soon as reasonably possible to address the emergency situation. The Executive Committee is comprised of one member from each member jurisdiction. The location of the meeting may be via conference call or at the AVTA if possible, consistent with the requirements of the Brown Act.

- 1.5. Should the Board's Executive Committee be unable to reasonably meet due to the nature or severity of the emergency, the Executive Director/CEO shall immediately contact the Board's Chair or Vice Chair. The Chair and the Vice Chair are both empowered to authorize an emergency procurement on behalf of the Board of Directors and in the best interests of the AVTA.
- 1.6. For purposes of an emergency procurement under this policy, an "emergency condition", is a sudden, unforeseen situation including, but not limited to, a flood, earthquake, fire, epidemic, fuel shortage, riot, terrorist activity, or essential equipment failure, which creates an immediate threat to the public health, welfare, or safety. An emergency condition is one that creates an immediate need for supplies, services, or construction which cannot be met through normal procurement methods, and the lack of which would seriously threaten one (1) or more of the following:
 - 1.6.1. The health or safety of any person;
 - 1.6.2. The preservation or protection of property; or
 - 1.6.3. The continuation of essential AVTA functions.

A report concerning the emergency procurement(s) shall be presented to the Board of Directors in the event the Board was unable to meet prior to the procurement. The Board shall ratify the procurement by majority vote if it determines that the procurement was in compliance with this Policy, or otherwise, if the nature severity of the emergency required an immediate procurement without otherwise complying with this Policy.

2. NON-COMPETITIVE/SOLE SOURCE PROCUREMENT POLICY

- 2.1. Procurement of supplies and services, without competition, may be authorized under limited conditions, and subject to written justification documenting the conditions which prevent competitive solicitation. The need for a non-competitive/sole source procurement is recognized when AVTA's interests are best served. However, members of the Acquisition Team are encouraged to avoid continuation of non-competitive contracts.
- 2.2. The conditions and limitations for use of service agreements and emergency procedures are described in FTA Circular 4220.1F or latest

version, Section VI.3.i (1) (b) and (c). As stated, procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following situations prevails:

- 2.2.1. The item is available only from a single source, i.e. licensed software, patented material or process, etc.
- 2.2.2. The public exigency or emergency for the requirement prevents any delay caused by competitive solicitation. Upon determining that immediate remedial measures to avert or alleviate damage to property or to repair or restore damaged or destroyed Authority property, the Executive Director/CEO may authorize the expenditure of money for the direct purchase of goods, services or construction without the observance of competitive bidding requirements to ensure the mission, facilities, and equipment of the Authority are available to service the transportation needs of the general public. After any such expenditure, the Executive Director/CEO shall submit to the Board a complete report explaining the necessity of the action.
- 2.2.3. FTA authorizes non-competitive negotiations.
- 2.2.4. After solicitation from a number of sources, AVTA deems competition inadequate.
- 2.2.5. Public Calamity. In a case such as an extraordinary fire, flood, storm, epidemic, terrorist activity, or other disaster or interruption of contracts essential to the provision of daily transit service or catastrophic failure of revenue producing equipment or facilities, the AVTA declares that public interest and necessity require immediate expenditure of money to safeguard life, health or property and direct the Authority to enter into contract(s) without observance of public bidding requirements. After any such expenditure, the AVTA shall submit to the Board a complete report explaining the necessity of the action.
- 2.2.6. The item is an associated capital maintenance item procured directly from the original manufacturer or supplier of the item. If this is the case, AVTA must certify in writing to the FTA (before approving the contract) that:
 - 2.2.6.1. The manufacturer or supplier is the only source for such item.

2.2.6.2. The price of such item is no higher than the price paid for the item by other like customers.

REFERENCE:

1. Non-Competitive/Sole Source Procurement Justification and Approval Form (See Appendix II).

2020 FIXED ASSET MANAGEMENT

For financial purposes, items over \$5,000 with a useful life of over one (1) year are defined as capital purchases/fixed assets. Such expenditures must be charged against capital accounts, rather than operating accounts. In addition to all other procurement requirements listed in this manual, requisitions for capital purchases must be approved by the Director of Finance and Administration. The Finance Supervisor is responsible for assigning a capital account number after the appropriate approvals have been made.

1. POLICY OVERVIEW

- 1.1. AVTA shall meet its responsibility to uphold the public trust and maximize the value of public funds by keeping track of fixed assets and promptly disposing of assets that are no longer needed in an efficient and cost-effective manner.
- 1.2. Fixed asset control is under the general responsibility of the Finance Department.
- 1.3. AVTA's fiscal year budget identifies the fixed assets that have been authorized by the Board of Directors for procurement.
- 1.4. Fixed asset control encompasses the following six (6) major categories:
 - 1.4.1. Land
 - 1.4.2. Buildings and Improvements
 - 1.4.3. Revenue Equipment
 - 1.4.4. Service Vehicles and Equipment
 - 1.4.5. Shop and Garage Equipment
 - 1.4.6. Furniture and Office Equipment
- 1.5. A fixed asset shall be considered as a transit operating property or equipment owned by AVTA and having an expected life in service of one year or more at the time of its installation and a unit cost greater than the transit system's capitalization cutoff of \$5,000.
- 1.6. Reportable acquisitions encompass FTA reportable and FTA non-reportable controllable asset acquisition costs.
 - 1.6.1. Reportable acquisition costs as defined in FTA Circular

5010.1D are the net invoice price cost of modifications, attachment accessories, or auxiliary apparatus necessary to make the equipment usable for the intended purpose.

- 1.6.2. Non-Reportable costs as defined in FTA Circular 5010.1D are inspection, installation, transportation, taxed duty or protective in-transit insurance.

2. ASSET TAGS

- 2.1. Upon receipt by AVTA, all assets shall be assigned and marked with a unique ID, and/or via submission of an Asset Reporting Form to the Finance Department.
- 2.2. The Finance Department is responsible for maintaining asset information and reporting to FTA all assets that meet the requirements of FTA Circular 5010.1D.
- 2.3. The Finance Department shall be responsible for creating asset numbers for all land and buildings and reporting on those as well as reporting on the other assets.

3. ASSET RECORDS

- 3.1. The Finance Department shall gather the information necessary to maintain the asset database.
- 3.2. The Asset Database shall include the following information, but is not limited to:
 - 3.2.1. Description and Identification Number of the item.
 - 3.2.2. Acquisition date
 - 3.2.3. Acquisition costs including taxes, delivery charges, and discounts taken
 - 3.2.4. Name of titleholder if other than AVTA
 - 3.2.5. Rate and type of depreciation
 - 3.2.6. Federal grant number under which it was procured
 - 3.2.7. Percentage mix of funding sources
 - 3.2.8. Serial, and/or vehicle identification numbers
 - 3.2.9. Vendor
 - 3.2.10. Location, custodian, condition and use of the asset

3.2.11. Disposition data including the date of disposal and sale price (when applicable)

4. ASSET OWNERSHIP

4.1. Fixed assets acquired entirely with State and local funds are the sole property of AVTA. AVTA is free to use and dispose of such assets in accordance with the direction of the Board of Directors.

4.1.1. If, however, the assets are included as revenue financing for a subsequent FTA grant, then it shall be treated as though FTA retained an interest in it.

4.2. For fixed assets acquired by AVTA with FTA or other Federal project (grant) funds, the title will not be taken by FTA but will vest with AVTA subject to the conditions outlined in the current version of FTA Circular 5010.1D.

5. ASSET DISPOSITION

5.1. An asset that has either reached the end of its useful life, or for which early replacement will result in vastly improved safety, reliability, efficiency, and/or productivity, may be retired from service and disposed of according to FTA Circular 5010.1D regulations for Capital Assets and AVTA policies for Controllable Assets.

5.2. Assets valued at \$25,000 or less may be retired or disposed of with the approval of the Executive Director/CEO, and shall be reported to the Board of Directors.

5.3. Assets valued at more than \$25,000 may only be retired or disposed of on the instructions of the Board of Directors.

5.4. FTA funded assets are governed by FTA Circular 5010.1D.

5.5. Complete records shall be maintained on the disposition of all excess and retired assets by the Finance Department.

5.6. Assets may be disposed of either through sale, trade, transfer, relocation, scrap, or when irreparable damage results in an insurance loss.

6. INVENTORY

6.1. The Finance and Operations and Maintenance Department will conduct a physical inventory of all fixed assets at least once every

two years. The inventory will note the location and condition of all assets, and the results reconciled with records.

- 6.2. Any differences will be investigated. In connection with this inventory, AVTA certifies the existence, current use, and continued need for the asset or real property for purposes specified in its approved FTA grants.

2030 CAL-CARD PROGRAM

(Board Approved 11/22/16)

POLICY STATEMENT

It is the policy of AVTA that low-dollar purchases (less than \$2,500) should generally be made using CAL-Cards. Any procurement request greater than \$2,500, or those that have special purchasing restrictions, must be ordered through the established purchasing process utilizing a purchase order and recorded through the Tyler system.

2. PURPOSE

This policy provides basic guidance and information for AVTA's CAL-Card Program. The policy identifies what can be purchased with a CAL-Card and who can use the CAL-Card. For more detailed procedures governing the CAL-Card use for emergency situations, please refer to Procurement Policy 2010 – Emergency & Non-Competitive Procurements. Those procedures shall govern over any inconsistent provisions of this Policy 2030 with respect to emergency procurements.

3. PROCUREMENT CARD DESCRIPTION AND USE

The CAL-Card is a corporate liability procurement card that looks like a traditional credit card, and is used in a similar manner, but with AVTA as the cardholder. The CAL-Card is simply a procurement payment method and does not change or modify any existing procurement policy concerning preferred vendors, restricted purchases, documentation requirements, etc. A CAL-Card may be used to purchase any authorized goods or services for **AVTA except** the following:

- Any goods or services of any nature intended for or resulting in direct or indirect personal use or gain, or for any non-AVTA official purpose;
- Any order that exceeds the \$3,000 Single Transaction Limit. (A transaction may consist of one or many items. Regardless of the unit price, if an order totals more than \$3,000, it must go through the normal procurement process. Splitting a large order or purchase into multiple transactions, each less than \$3,000, is not authorized;
- CAL-Card Restricted Merchant Category Codes as listed for all participants [listing attached].
- Leases or other contractual agreements, regardless of cost. This exception does not apply during declared emergency situation(s);

- Special Occasion Items (flowers, fruit baskets, candy, balloons, etc.);
- Any purchase prohibited by another AVTA policy, or by the terms of use made applicable to the CAL-Card by the issuing financial institution (e.g., restricted merchant category codes);
- Capital Equipment and controlled assets. This exception does not apply during declared emergency situation(s);
- Personal items;
- Computer Hardware and Software. This exception does not apply during declared emergency situation(s);
- Software License Agreements. This exception does not apply during declared emergency situation(s);
- Maintenance Agreements and Renewals. This exception does not apply during declared emergency situation(s);
- Off-site Record Storage. This exception does not apply during declared emergency situation(s);
- Cash advances, gift certificates;
- Employee Recognition and unauthorized Business Entertainment;
- Independent Contractors, Consultants and Professional Services. This exception does not apply during declared emergency situation(s); and
- Travel expenses incurred by the Executive Director/CEO in the course of performing official duties.

4. PROCUREMENT CARD ELIGIBILITY

The CAL-Card is a limited/restricted credit card, imprinted with the name of the person authorized to use it, an account number, and an expiration date. CAL-Cards must be authorized and approved by the Executive Director/CEO. In order to obtain and use a CAL-Card, the employee that the card has been issued to must be trained and certified in its use.

5. CAL-CARD RESTRICTIONS

CAL-Cards are individual, not departmental procurement credit cards. Therefore, CAL-Cards cannot be transferred from one employee to another. Any employee who needs a CAL-Card must submit a written request to his or her Director and/or Manager, who will submit the request to the Executive Director/CEO for final approval.

CAL-Card activities shall be monitored and audited on a random basis to

ensure that unauthorized goods and services are not purchased. CAL-Cards used to make an unauthorized purchase will be cancelled. Anyone who makes an unauthorized purchase, or uses the CAL-Card in a manner that does not comply with this Policy, shall be subject to disciplinary action, up to and including termination of employment, criminal prosecution and repayment of unauthorized or inappropriate purchases, and any collection costs or attorneys' fees incurred as a result thereof.

- 5.1. CAL-Cards that are lost or stolen must be reported immediately to the US Bank at 1-800-344-5696 (24 hours-a-day, 365 days-a-year). The Cardholder MUST also immediately notify the Director of Finance and Administration at the first opportunity during normal business hours at (661) 729-2211.
- 5.2. Failure to properly follow and comply with the CAL-Card policy and procedures shall result in cancellation of the CAL-Card.
- 5.3. Upon termination of employment, whether voluntary or involuntary, the CAL-Card must be immediately returned to AVTA and cancelled.

6. ESTABLISHING A CAL-CARD SYSTEM

- 6.1. Setting up a CAL-Card system for a department requires the following steps:
 - 6.1.1. The department selects employees to use CAL-Cards to procure goods and services, or for specific expenditures incurred under approved conditions.
 - 6.1.2. The Department Director/Manager submits the recommendation to the Executive Director/CEO for approval and requests that CAL-Cards be issued to designated employee(s).
 - 6.1.3. The CAL-Card Administrator(s) trains all selected employees in the proper use of CAL-Cards before the cards are issued.
- 6.2. The CAL-Card Program is designed to increase AVTA's efficiency by giving individual departments the authority and responsibility to make the procurements directly from suppliers. In this way, the CAL-Card eliminates the need for some purchase orders; check requests, and the use of petty cash.

7. EMERGENCY PROCUREMENT PURCHASING CAL-CARDS

The following emergency procurement limits for goods or services have been established by the Authority's Board of Directors [See Policy 2010]:

- 7.1 The Executive Director/CEO is authorized to be issued a CAL-Card with a \$150,000 total limit, and a per transaction limit of \$75,000.
- 7.2 The Director of Development Services/DBE Liaison Officer is authorized to be issued a Cal-Card with a \$75,000 total limit, and a per transaction limit of \$15,000.
- 7.3 The Director of Finance and Administration is authorized to be issued a CAL-Card with a \$75,000 total limit, and a per transaction limit of \$15,000.

The use of the above emergency procurement purchasing credit cards shall comply with the Authority's procedure as outlined in the Authority's Procurement Policy Section 2010: Emergency and Non-Competitive Procurements, Revision No. 3, by the Board of Directors on August 28, 2012.

Forms and Restricted Merchant Codes Listing

1. CAL-Card Acknowledgement and Responsibility Form
2. Purchase Card Activation Steps
3. Cardholder Statement of Questioned Item
4. Missing Receipt Form
5. CAL-Card Restricted Merchant Category Codes

REQUISITIONS

3000 REQUISITION PROCESS

1. THE PURCHASE REQUISITION

Informal Purchases begin with a Purchase Requisition. The requesting person shall complete a requisition form using the Tyler Technologies software, including a description of item(s) to be purchased, vendor information (recommended source), quantity, unit cost, total cost, and account number(s) to be charged. A requisition is not required for items under \$100.

2. PURCHASE REQUISITION APPROVAL

The Executive Director/CEO approves purchase requisitions between \$5,001 - \$75,000. All purchases totaling over \$75,000 must be approved by the Board. Approval at the department and Executive Director/CEO levels is done electronically through AVTA's automated accounting system. The Executive Director/CEO has delegated authority to each department director for purchase requisitions less than or equal to \$5,000.

3. THE PURCHASE ORDER

The approved Purchase Requisition becomes a Purchase Order once the "Issue Purchase Order" process is completed by the approving party within the Tyler Technologies system. The printed Purchase Order should be signed by the appropriate approving party and returned to the requesting person so the purchase can be made. Vendors should be instructed to include the Purchase Order Number on all correspondence, including packages, invoices, credit memos, etc.

Once the item is received, the Purchase Order should be turned in to the Finance Department with the packing slip. Vendors should send invoices directly to AVTA's Finance Department via regular mail or emailed to invoices@avta.com.

010 BLANKET PURCHASE ORDERS

1. Blanket Purchase Orders (PO) will be issued to a selected group of Vendors for routine purchases. Such examples may include but not be limited to: Advertising; Conferences, Certification and Training; Election; Hazardous Material Removal, Oil Cleanup; Insurance (Benefit, Broker, Property, Auto, etc.); Legal; Medical; Office Supplies; Rating Agency expenses; Travel reimbursements; Freight, Postage and Utility payments; Temporary help; Copyrighted Materials and Periodicals; Communication, Security Electronics, Software, Hardware, Licensing and Upgrades; Original Equipment Manufacturer (OEM) parts, repair and service, etc.

1.1. The Blanket P.O.s will be issued for the current fiscal year and the combined amount of the POs will not exceed the budgeted amount approved during the annual budget process.

1.2. It is the responsibility of the Accounts Payable to maintain a record of amounts ordered under each Blanket PO to ensure that the PO amount is not exceeded throughout the fiscal year.

1.3 All signed original Blanket POs shall be maintained by Accounts Payable. A copy of the Blanket PO will be provided to staff as needed.

1.4 For invoices chargeable to a Blanket PO, the following process must be followed: signature, PO number on the invoice, in the "green stamp" after you have verified the charges.

2. EXEMPTIONS FROM PURCHASE REQUISITION/PURCHASE ORDER SYSTEM

2.1. Purchase Requisitions are not required for:

Insurance (Benefit, Broker, Property, Auto, etc.); Legal; Medical; Payroll; Petty Cash; Travel reimbursements; Freight, Postage and Utility payments; Memberships; and Purchases less than \$100.

3. RECEIVING/APPROVAL TO PAY

3.1. Receipt of Goods – 3-Way Match Requirement

The requesting person is responsible for physical receipt of the merchandise ordered. Upon receipt, the packing slip shall be compared to the goods received. If correct, the packing slip shall be signed and dated and then sent to the Finance Assistant for

matching with the invoice and purchase order. The invoice, with the purchase order and the packing slip attached, is then forwarded to the delegated authority for approval to pay.

3.2. Receipt of Services

The requesting person is responsible for the receipt of services. Upon completion, the requesting person shall sign all documents that confirm the proper completion of services performed and forward the receiving document to the Finance Assistant for matching with the invoice and purchase order. The invoice, with the purchase order and the packing slip attached, is then forwarded to the Executive Director/CEO for approval.

3.3. Check Request Policy

When a check is required in advance of receipt of goods or services, the requesting individual's needs shall be noted on a memo to the Finance Assistant, filling in the company name, items needed, exact costs (including all taxes, freight charges and any other fees), person contacted, date of delivery, department name, and account number. The check request must be signed by the individual and the Executive Director/CEO and forwarded to the Finance Assistant.

3.4. Petty Cash

Purchases of up to \$100 may be made through petty cash; however, this is a privilege that should never be used to circumvent established procurement policy and/or procedures. A petty cash voucher shall be obtained and approved by the appropriate department Manager. All receipts, and any change received in the transaction, shall be returned to the Executive Administrative Assistant immediately upon return to the facility.

4. SERVICE CONTRACTS, MAINTENANCE AGREEMENTS, EQUIPMENT REPAIR

- 4.1. Service Contracts and Maintenance Agreements are legally binding documents stating that a particular vendor will perform the specified services on equipment agreed upon and described. Bids should be solicited in the same manner as for other informal purchases.
- 4.2. Repairs of equipment not covered by service contracts or maintenance agreements must have a Purchase Order number issued before the equipment can be sent or taken in for repair. If the

equipment is to be shipped or hand carried for repair, a Purchase Requisition should be prepared (including estimates) for proper record keeping prior to shipment.

4.3. For all repairs, the following information is required:

4.3.1. Make, model and serial number of equipment.

4.3.2. Inventory tag number.

4.3.3. Department where equipment is located.

4.3.4. Hourly or flat rate to be charged.

4.3.5. If the item being repaired is an accessory to a major piece of equipment, provide the above information from the equipment to which it is an accessory.

(NOTE: If a Purchase Order number was orally given because of an on-site emergency repair, the Purchase Requisition must have that number affixed, must include all the information shown above, and shall have a written service report attached before sending to the Purchasing Agent.)

FORMAL PROCUREMENT PROCESS

4000 FORMAL PROCUREMENT PROCEDURES

1. GENERAL

Formal procurement procedures must be followed when the dollar value of the procurement exceeds AVTA's threshold for Small Purchases of \$75,000 (FTA \$150,000). An Independent Cost Estimate form (See Appendix I) must be performed for all formal procurements. When evaluating proposal costs, federal cost principals must be utilized.

2. PROCUREMENT METHODS

There are three basic methods for conducting formal procurements:

- 2.1 Competitive bidding;
- 2.2 Competitive proposal; and
- 2.3 Non-competitive negotiation.
- 2.4 A Method of Procurement Decision Matrix form must be performed for all formal procurements (See Appendix I).

3. USAGE OF PROCUREMENT METHODS

The following describes when each should be used.

3.1 When to Use Competitive Bidding

Competitive Bidding is the preferred method for procurement when:

- 3.1.1. A fair and reasonable price can be established (a fair and reasonable price may be assumed when three or more firms are solicited for independent and competing bids).
- 3.1.2. Reasonably definite, design or performance specifications can be written.
- 3.1.3. Adequate competition can be anticipated.
- 3.1.4. Reasonable estimate of costs can be made.

3.2. When to Use Competitive Proposal

Competitive Proposal is to be used when:

- 3.2.1. The items desired cannot be precisely defined, described or standardized.
- 3.2.2. The contract is for research and development with an end product that may be conceptual in nature.
- 3.2.3. The technical aspects and price will be negotiated.
- 3.2.4. Proposers will have the opportunity to revise the price or technical aspects of their proposals.
- 3.2.5. Quantity and contractual factors must be considered along with price.
- 3.2.6. Artistic and aesthetic values are more important considerations in evaluating the proposal than the price.
- 3.2.7. Procedures for competitive proposal are described in Section 5.

3.3. When to Use Non-Competitive Negotiation

By state statute, formal procurements by Non-Competitive Negotiation are permitted only under one of the following circumstances:

- 3.3.1. If, after rejecting bids, the AVTA Board determines and declares by a resolution approved by a two-thirds vote of all its members that in its opinion the supplies, equipment and materials may be purchased at a lower price in the open market, the Board may authorize the purchase of the supplies, equipment and materials in the open market without further observance of the provisions requiring contracts, bids or notices. In order to utilize this provision, the specifications for the procurement must remain the same and the bid which is ultimately accepted must be less than the lowest monetary bid received through the formal procurement process.

3.3.2. In case of great public calamity, such as extraordinary fire, flood, storm, epidemic, or other disaster, the AVTA Board may, by resolution passed by a two-thirds vote of all its members declare and determine that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and thereupon proceed to expend or enter into a contract involving the expenditure of any sum needed in such emergency without observance of the provisions requiring contracts, bids or notice.

3.4. When to Use Non-Competitive/Sole Source Procurement

3.4.1. A non-competitive/sole source procurement is a purchase accomplished through solicitation or acceptance of a proposal from only one source; or, if after solicitation of a number of sources competition is determined either adequate or inadequate. If upon completion of a competitive procurement only one proposal is received, the Procurement and Contracts Officer will review the specifications and determine if they were unduly restrictive or by contacting sources that chose not to submit a bid or proposal. If it is determined that the competition was either adequate or inadequate to result in a reasonably priced contract, the procurement can proceed with negotiations. A non-competitive/sole source procurement must be documented as to the reasons why only one supplier is being utilized. This documentation is normally furnished by the initiating department and verified by the Executive Director/CEO, Director of Development Services/DBE Liaison Officer, Director of Finance and Administration or Procurement and Contracts Officer, who is responsible for making the final determination on all non-competitive, sole source procurements.

3.4.2. The following areas must be considered in non-competitive sole source determinations:

3.4.2.1. A contract amendment or change order that is not within the scope of the original contract is considered a non-competitive/sole source procurement.

- 3.4.2.2. Non-competitive/sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. AVTA's Non-Competitive/Sole Source Procurement Justification and Approval Form (See Appendix II) must be completed and at least one of the following circumstances must apply:
- 3.4.2.3. The item is available only from a single source;
 - 3.4.2.3.1. Special Sole Sources Authorized by Policy:
 - 3.4.2.3.1.1. Advertising contracts.
 - 3.4.2.3.1.2. Copyrighted materials and periodicals.
 - 3.4.2.3.1.3. Contracts/payments for price regulated items where price or rate is set by federal, state or local authority having jurisdiction. Examples are as follows: Utilities (water, sewer, electricity, cable / satellite TV, phone, internet (DSL, Fiber, etc.), gas, garbage, etc.), Permits, Fees, etc.
 - 3.4.2.3.1.4. Employee certification, membership, training and travel.
 - 3.4.2.3.1.5. Rating agency contracts;
- 3.4.2.4. The public exigency or emergency (i.e., a threat to public health, welfare, safety, property or other substantial loss to AVTA, or a situation requiring immediate action by AVTA, as determined by AVTA) for the requirement will not permit a delay resulting from competitive solicitation.
- 3.4.2.5. FTA authorizes noncompetitive negotiations;

- 3.4.2.6. After solicitation of a number of sources, the Executive Director/CEO determines that competition is determined inadequate to result in a reasonably priced contract; or
- 3.4.2.7. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
- 3.4.2.8. State funding rather than federal funding is applicable to the procurement, and it is found that the sole source procurement is necessary and in the best interest of the agency.
- 3.4.2.9. The Procurement and Contracts Officer shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- 3.4.2.10. Cost Analysis. For acquisitions being considered as Sole Source Procurement, acquisition staff must confirm that the Sole Source approach is justified. Once the justification is determined, a Cost Analysis shall be performed. The cost analysis will review all proposed costs and verify whether or not pricing is fair and reasonable. The analysis shall review proposed cost figures, data projections, and the evaluation of the relative cost and profit elements. Acquisition staff shall submit the completed Cost Analysis to the Procurement and Contracts Officer and/or the Director of Finance and Administration and/or Executive Director/CEO/CEO or authorized designee for review. Upon approval of the completed Cost Analysis and Sole Source Forms, both forms may be executed for further processing of an agreement and purchase order.

4. PROCEDURES FOR COMPETITIVE BIDDING

The following steps are taken in the competitive bidding process.

4.1. Prepare Invitation for Bids (IFB)

- 4.1.1. Invitation for Bids (IFB) consists of a number of provisions, some of which are general depending on the type of solicitation and some of which are project specific. In general, project specific provisions of an IFB are prepared by the department initiating the procurement and the general provisions are prepared by the Procurement and Contracts Officer. The Procurement and Contracts Officer is ultimately responsible for assembly of the IFB and ensuring that it meets all procurement policies and is consistent with all applicable federal, state and local procurement rules and regulations.

4.2. Examples of some of the project specific provisions of an IFB include:

- 4.2.1. Detailed specifications, which describe requirements for the supplies, equipment, construction or services to be delivered under the terms of the contract. It indicates to prospective contractors precisely what AVTA requires. The specifications also establish the procedures by which it will be determined that all requirements of the contract have been met.
- 4.2.2. Design specifications, which describe in detail the data necessary to produce an item such as the size and dimensions, physical characteristics, quality test, etc.
- 4.2.3. Performance specifications, which express the desired performance characteristics in terms of output, function or operation of items and equipment.

NOTE: Combinations of the above are also used to meet the requirements of a purchase transaction. The exact combination of specifications is fashioned to meet the needs of each purchase.

- 4.2.4. A statement of work, which defines the work required of a contractor, either to develop the equipment being delivered to satisfy the prime mission of AVTA, or to compliment the procured items being delivered, or to provide services being procured without a portion of the total procurement being delivered.

The basic distinction between the specification and the statement of work is that the specification defines minimum standards of the item to be procured, while the statement of work defines minimum work to be accomplished by the contractor under the contract.

IFBs shall be worded as precisely as possible. Ambiguous or incomplete specifications can result in unnecessary delays and costly errors. Special care must be taken to ensure that the specifications are not exclusionary or overly restrictive. The specification may include a statement of the qualitative nature of the material, product or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or uneconomical to make a precise description of the technical requirements, a "brand name or approved equal" description may be used.

4.3. Financial Security. AVTA may require financial security to protect its interest, such as Bid, Payment or Performance Bond.

4.3.1. Bid Bond shall serve the same function with respect to Request for Proposals as Bid Bonds serves with respect to Invitation for Bids.

4.3.1.1. AVTA shall return the Bid Bond to all proposers upon the execution of an awarded contract.

4.3.1.2. AVTA may retain the Bid Bond if a bidder/proposer who is awarded a contract fails to promptly and properly execute the contract. For purposes of this paragraph, prompt and proper execution of the contract includes all action by the bidder/proposer that is necessary to the formation of a contract in accordance with the solicitation, including the posting of payment and performance security and the submission of proof of insurance when required by the solicitation. If contract negotiations or competitive negotiations are conducted, the failure, prior to award, of AVTA and the proposer to reach agreement does not constitute grounds for the retention of Procurement security.

4.3.2. Payment and Performance Bonds. AVTA may require Payment and/or Performance Security. This security would be

required of construction or other procurement where financial security is required to mitigate any liability of AVTA.

4.3.2.1. Payment Bonds. AVTA shall return the Bid Bond to all proposers upon the execution of an awarded contract.

4.3.2.2. A document executed subsequent to award by a successful bidder or proposer to protect the AVTA from financial loss due to contractor inability to pay for labor and/or materials or complete the contract as agreed. Bonds shall not be combined, but provided separately, if required.

4.4. Develop Bidders' List

4.4.1. A list of prospective bidders shall be developed by the department initiating the procurement. In addition, the Purchasing Agent shall maintain a file of bidders interested in particular types of contracts. Prospective contractors shall possess the ability to perform successfully, a good record of past performance, integrity, adequate financial and technical resources, and any other factors relevant to the specific item being contracted for.

4.4.2. The bidders list shall be developed with consideration of AVTA's DBE program.

4.5. Methods and Timing of Soliciting Bids

4.5.1. Authority will provide a closing date of no less than 14 calendar days for standard procurements and not less than 30 calendar days before solicitation closing when procuring non-standard or complex procurements.

4.5.2. An Invitation for Bid shall be sent to at least three prospective firms that can reasonably provide the goods and/or services, if possible. Invitation notices may be furnished to a sufficient number of prospective bidders so as to elicit adequate competition.

4.5.3. Notices inviting bids shall be published on AVTA website and at least once in a newspaper of general circulation at least 10 calendar days prior to bid opening and may be published

in trade journals and magazines as deemed necessary or appropriate.

4.6. Pre-Bid Conference

A pre-bid conference may be used as a means of briefing prospective bidders and explaining complicated specifications and requirements to them as early as possible after the invitation has been issued and before the bids are opened. Provide the time, date, and location of any pre-bid conference and record vendor attendance on the applicable form (See Appendix I). Provide in the solicitation that statements made by AVTA's representatives at the pre-bid conference are not binding upon AVTA, unless confirmed by written addendum. The pre-bid conference will not be used as a substitute for amending a defective or ambiguous invitation. Attendance by potential bidders or proposers may either be voluntary or mandatory.

4.7. Addendums of Invitations for Bids

- 4.7.1. If after issuance of Invitations for Bids, but before the time set for opening of bids, it becomes necessary to make changes in quantities, specifications, delivery schedules, opening dates, etc., or to correct or clarify a defective or ambiguous invitation, such changes shall be accomplished by issuance, in writing, of an amendment to the Invitation for Bid. The addendum shall be sent to each prospective bidder to whom the Invitation for Bid has been furnished.
- 4.7.2. Each addendum issued to an Invitation for Bid shall:
 - 4.7.2.1. Be serially numbered and dated.
 - 4.7.2.2. Include the number, date and a title of the Invitation for Bids.
 - 4.7.2.3. Itemize and clearly state the changes made in the Invitation for Bids and the extension of the opening date, if any.
 - 4.7.2.4. Include instructions to bidders for acknowledging receipt of the addendum and information concerning the effect of failure to acknowledge or return the addendum.

- 4.7.2.5. An addendum to an Invitation for Bids shall be issued no less than five (5) business days before the closing to allow prospective bidders to consider the new information in preparing their offers. AVTA may extend the closing date, if AVTA determines prospective bidders need additional time to review and respond to addendum. Exception to the extent required by a countervailing public's best interest, AVTA shall not issue addenda less than five (5) business days before the closing date unless the addendum also extends the closing date. Where only a short time remains before the time set for opening, consideration shall be given to notifying bidders of an extension of time by email, fax or telephone. Such notification should be confirmed in the addendum.
- 4.7.2.6. Any information given to a prospective bidder concerning an Invitation for Bid shall be furnished promptly to all other prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. No award shall be made on the invitation unless such addendum has been issued in sufficient time to permit all prospective bidders to consider such information in submitting or modifying their bids.

4.8. Cancellation of IFB

- 4.8.1. An Invitation for Bids shall not be canceled unless cancellation is clearly in AVTA's interest (i.e., where there is no longer a requirement for the material or service, or where addendums to the invitation would be of such magnitude that a new invitation is desirable). When an invitation is canceled, bids which have been received shall be returned unopened to the bidders and a Notice of Cancellation shall be sent to all prospective bidders to whom Invitations for Bids were issued.
- 4.8.2. The notice of cancellation shall identify the Invitation for Bids; briefly explain the reason the invitation is being canceled; and, where appropriate, assure prospective bidders that

they will be given an opportunity to bid on any re-solicitation of bids or any further requirements for the type of material or service involved.

- 4.8.3. If the Invitation for Bids is canceled before the time for bid openings, this fact shall be recorded in the file, with a statement of the number of concerns invited to bid and the number of bids received.

4.9. Receipt of Bids

- 4.9.1. Sealed bids shall be submitted in such a manner as to be received not later than the exact date, time and location or office designated in the Invitation for Bid. (See California Government Code § 53068)

The AVTA date & time stamp shall be used to document the official time and date of the receipt of bids. The AVTA staff member receiving the bid shall sign the exterior of the sealed bid package to verify the date and time information, and to identify the staff member officially receiving the bid. It is the sole responsibility of the bidder/proposer to ensure the AVTA actually receives the bid/proposal at the designated location or office, on or before the specified date and time.

- 4.9.2. Bids shall be rejected and returned unopened (See California Government Code § 53068), if received at the designated location or office, if they are received after the specified date and time, if they are not submitted in proper form. Proper form may include, but is not limited to, properly marked packaging stating the bid number and title, bid documents enclosed in sealed package, etc.
- 4.9.3. Acquisition staff shall determine and document written findings of each rejected bid. Documentation shall include photocopy of the package cover, reasoning for rejection with bidder being notified by "Rejection Letter", which shall be preserved in the procurement files.

4.10. Withdrawal of Bids

Any bidder may withdraw its bid, either personally or by telegraphic or written request, received by AVTA, at any time prior to the time fixed for the receipt of the bids. Except as provided in state law, negligence on the part of bidders in preparing their bid confers no

right of withdrawal of their bid after such bid has been opened. No bid may be withdrawn for a period of 90 days following bid opening.

4.11. Bid Opening

- 4.11.1. All sealed bids received prior to the time set for opening shall be recorded and kept unopened, except as stated below, and secure in AVTA's safe or a locked cabinet.
- 4.11.2. Prior to bid opening, information concerning the identity and number of bids received shall be made available only to Authority employees who have a proper need for such information.
- 4.11.3. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.
- 4.11.4. Unidentified bids may be opened solely for the purpose of identification and then only by an authorized official of AVTA. If a sealed bid is opened by mistake or for purposes of identification, the official shall immediately write on the envelope an explanation of the opening, the date and time opened, the Invitation for Bid number, and their signature. Bids opened by mistake or for identification purposes shall be resealed in the envelope and no information contained therein shall be disclosed prior to the public bid opening.
- 4.11.5. The Procurement and Contracts Officer shall decide when the time set for bid opening has arrived and shall so declare to those present.
- 4.11.6. All bids received prior to the time set for receipt shall then be publicly opened and read aloud by the Procurement and Contracts Officer 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 if feasible.
- 4.11.7. A second AVTA employee shall be present to witness the opening and reading of the bids and shall sign an abstract to verify its accuracy.

- 4.11.8. The original of each bid shall be carefully safeguarded, particularly until the abstract of bids has been made and its accuracy verified.
- 4.11.9. Performance of the bid opening procedure may be delegated to an assistant, but the department manager remains fully responsible for the actions of such assistant.
- 4.11.10. Examination and evaluation of original bids by other interested individuals may be made only under the immediate supervision of the Procurement and Contracts Officer or designee) and under conditions which preclude the possibility of a substitution, addition, deletion, or alteration in the bids. Copies may be distributed to interested AVTA officials for evaluation.
- 4.11.11. The original bid form shall not be allowed to pass out of the hands of the Procurement and Contracts Officer or designee. Normally, original bids may not be removed from the office except for litigation, official review and evaluation by AVTA's Counsel. A copy of each bid must be maintained in AVTA Procurement files in lieu of such originals for the interim period.
- 4.11.12. All bids, including attachments and envelopes, shall be retained for the official files.

4.12. Recording of Bids

- 4.12.1. The Invitation for Bids number, title, 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 AVTA record or abstract form and shall be available for public inspection. When the items are too numerous to warrant the recording of all bids completely, an entry shall be made of the invitation number, opening date and time, general description of the procurement items, and the total price bid where definite quantities are involved.
- 4.12.2. The file of the Invitation for Bids shall show the distribution which was made and the date thereof. The names and addresses of prospective bidders requesting the Invitation for Bid who were not included on the original solicitation list shall be added and made a part of the record.

4.13. Tabulation of Bids

Bids shall be evaluated on the basis of responsiveness and responsibility indicated in the Invitation for Bids. If a contract is awarded, the contract shall be awarded to the responsible bidder whose submitted response AVTA determines in writing to be the most advantageous to the AVTA based on the evaluation process and evaluation factors described in the solicitation and outcome of any negotiations authorized by the solicitation.

When the solicitation specifies or authorizes the award of multiple contracts, AVTA shall award contracts to the responsible bidders who qualify for the award of a contract under the terms of the solicitation. Whether AVTA intends to award contracts to more than one bidder and, if so, the manner in which it will determine the number of contracts it will award.

4.13.1 Analysis of Limited Bid Response

If less than three bids have been received at the designated location or office on or before the stated date and time, acquisition staff shall document the reasons for the limited response.

Documentation shall include the following information for the companies invited or intended to participate in the bid response: company name, contact person, address, phone number, email address and the reason(s) for not responding. Reasons may include, but not be limited to, absence of notification, restrictive specifications, short time frame for response, project is too small or too large, cannot provide the product and/or service, lack of financial capacity, proposer's firm is too busy, etc.

Once all information has been received, an analysis will be conducted to determine if there were requirements contained in the solicitation that resulted in a non-competitive environment and if such requirements exist could those same requirements be modified to result in greater competition. Based on the completed analysis, AVTA may take one of the following actions:

- a. Cancel the solicitation; modify the requirements and issue a new/revised solicitation, or
- b. Proceed to determine whether an award can be made to the bid that was received.

Assuming that the decision is made to proceed, price or cost analysis will be performed to establish the reasonableness of the submitted pricing prior to award. If single respondent is received and supporting documentation justifies a sole source procurement, acquisition staff may process a Sole Source Justification Form (See Appendix II).

4.14. Reasonableness of Price (Cost /Price Analysis)

- 4.14.1. In the event a single bid is received, a cost/price analysis shall be used to determine the reasonableness of the submitted pricing.
- 4.14.2. The Procurement and Contracts Officer or department director or manager in charge of the project may conduct a cost/price analysis in evaluating a bid price. If a valid cost/price analysis cannot be completed, audit personnel may be requested to conduct a cost/price analysis of the bid price.
- 4.14.3. Cost/price analysis is the process of examining and evaluating a bid price without evaluation of the separate cost/pricing elements and proposed profit of the individual prospective supplier whose price is being evaluated. Normally, cost/price analysis may be accomplished through one or more of the following activities:
 - 4.14.3.1. The comparison of prior quotations and contract prices with current quotations for the same or similar end items (to provide a suitable basis for comparison, appropriate allowances must be made for differences in such factors as specifications, quantities ordered, time for delivery, etc.).
 - 4.14.3.2. The use of "yardsticks" (such as dollars per pound, per horsepower, or other units) to point up apparent gross inconsistencies which should be subjected to greater pricing inquiry.
 - 4.14.3.3. The comparison of prices set forth in published price lists issued on a competitive basis, published market prices of commodities, and similar indicators, with discount or rebate arrangements.

- 4.14.3.4. The comparison of proposed prices with estimates of cost independently developed by departmental personnel within AVTA.
- 4.14.3.5. The comparison of prices paid by other users (government or commercial) of the same or similar items to the proposed prices.
- 4.14.4. If only one bid is received, the sole bidder/respondent must cooperate with AVTA as necessary in order for its bid to be considered for award. A new solicitation may be issued if the single bid price appears unreasonable or if no determination is made as to the reasonableness of the single bid. Complete a Non-Competitive/Sole Source Procurement Justification and Approval form (See Appendix I) and make a part of the contract file.

4.15. Responsible Bidder Evaluation

- 4.15.1. Before awarding the contract, AVTA shall determine that a prospective contractor is responsible and that prices are reasonable. A responsible prospective contractor is one who meets the standards set forth below:
 - 4.15.1.1. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.
 - 4.15.1.2. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as governmental.
 - 4.15.1.3. Has a satisfactory record of performance. Documented past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
 - 4.15.1.4. Has a satisfactory record of integrity and business ethics.
 - 4.15.1.5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

- 4.15.1.6. Has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.
- 4.15.1.7. Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- 4.15.2. Evaluation of the responsibility of prospective contractors may be made based upon the following sources:
 - 4.15.2.1. A list of debarred, suspended or ineligible firms or individuals.
 - 4.15.2.2. From the prospective contractor's bids and proposals, replies to questionnaires, financial data such as balance sheets, profits and loss statements, cash forecasts, and financial histories of the contractor and affiliated concerns; current and past production records, list of tools, equipment, and facilities, written statements or commitments concerning financial assistance and subcontracting arrangements.
 - 4.15.2.3. Publications, including credit ratings, trade and financial journals, and business directories and registers may also be used.
 - 4.15.2.4. References such as suppliers, subcontractors, customers of the prospective contractor, banks and financial institutions, commercial credit agencies, other government agencies, purchasing and trade associations, and better business bureaus and chamber of commerce.
 - 4.15.2.5. Documented past performance on contracts with AVTA.

4.16. Rejection of All Bids

- 4.16.1. Preservation of the integrity of the competitive procurement bid system dictates that after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is compelling reason to reject all bids and cancel the invitation.

- 4.16.2. Every effort shall be made to anticipate changes in a requirement prior to the date of bid opening and to notify all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids and preventing unnecessary exposure of bid prices.
- 4.16.3. As a general rule, after opening, an Invitation for Bid should not be canceled and re-advertised due solely to increased requirements for the items being procured. Award should be made on the Invitation for Bid and the additional quantity should be treated as a new procurement, unless otherwise stipulated in the solicitation.
- 4.16.4. Invitations for Bids may be canceled after opening but prior to award, and all bids rejected, where it is consistent with federal, state, and local procurement policies, procedures and/or regulations. A written determination must be included in the Invitation for Bid file stating that cancellation is in the best interest of AVTA for reasons such as the following:
 - 4.16.4.1. Inadequate, ambiguous, or otherwise deficient specifications were cited in the Invitation for Bid.
 - 4.16.4.2. The supplies or services are no longer required.
 - 4.16.4.3. The Invitation for Bid did not provide for consideration of all factors of cost to AVTA.
 - 4.16.4.4. Bids received indicate that the needs of AVTA can be satisfied by a less expensive item differing from that on which bids were received.
 - 4.16.4.5. All otherwise acceptable bids received are at unreasonable prices.
 - 4.16.4.6. The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith. Such situation must be substantiated and reported to AVTA's Counsel.
 - 4.16.4.7. The bids received did not provide competition which was adequate to ensure reasonable prices. A price or cost analysis may be used to establish the reasonableness of prices.

- 4.16.5. AVTA may reject bids received and proceed to purchase supplies, equipment or materials in the open market without further observance of the provisions regarding contracts, bids or notice, if it is determined that the supplies, equipment or materials may be purchased at a lower price in the open market.
- 4.16.6. If administrative difficulties are encountered after bid opening which may delay award beyond bidders' 90-day acceptance periods, the several lowest bidders shall be requested, before expiration of their bids, to extend the bid acceptance period (with consent of sureties, if necessary) in order to avoid the need for re-advertisement.
- 4.16.7. When it is determined to reject all bids, AVTA shall notify each bidder that all bids have been rejected and stating the reason for such action.

4.17. Rejection of Individual Bids

- 4.17.1. Normally, any bid which fails to conform to the essential requirements of the Invitation for Bid, such as specifications, delivery schedule, warranty, or the required bid documents, shall be rejected as non-responsive.
- 4.17.2. A bid shall be rejected where the bidder imposes conditions which modify requirements of the Invitation for Bid. For example, bids may be rejected in which the bidder:
 - 4.17.2.1. Attempts to protect itself against future changes in conditions such as increased costs, if a total price to AVTA cannot be determined for bid evaluation.
 - 4.17.2.2. Fails to state a price and in lieu thereof states that price shall be "price in effect at time of delivery."
 - 4.17.2.3. States a price but qualifies such price as being subject to "price in effect at time of delivery".
 - 4.17.2.4. Where not authorized by the Invitation for Bid, conditions or is qualified by stipulating that the bid is to be considered only if, prior to date of award, bidder received (or does not receive) award under a separate procurement.

- 4.17.2.5. Limits rights of AVTA under any contract clause.
- 4.17.2.6. Fails to comply with all of the requirements of the IFB.
- 4.17.3. Bids received from any person or firm debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired.
- 4.17.4. Low bids received from firms determined to be not responsible pursuant to federal, state or local procurement regulations shall be rejected in accordance with the procedures set forth in Section 1.5.14.
- 4.17.5. 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 Bid.
- 4.17.6. 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.
- 4.17.7. After submitting a bid, if a bidder transfers all of his assets or that part of his assets related to the bid during the period between the bid opening and the award, the transferee may not take over the bid, thus AVTA may reject the bid.

4.18. Award of the Contract

- 4.18.1. Unless all bids are rejected, award shall be made by AVTA by written notice, within the time for acceptance specified in the bid or extension thereof, to that responsible and responsive bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to AVTA, with respect to price and other factors considered.
- 4.18.2. The award will be made by low bid or including but not limited to individual item, category, group or by any combination of these or other methods or by all-or-none basis that is in the best interest of the AVTA.

Bidders to be considered for award by category or group are not required to bid on each item. However, if all or part of the bid is awarded by category or group, only those Bidders who have inserted a bid price for each item in the category

or group and who have provided either a percentage off manufacturer's list or percentage mark-up over cost for similar items not listed will be considered for award for that category.

AVTA reserves the right to award the Bid to a primary and an alternate Bidder for the same bid item. The alternate Bidder will be used when the primary Bidder is unable to provide the materials when required, or when such action will provide the lowest final cost to the City.

- 4.18.3. When award is made to other than the lowest bidder, the lowest bidder will be notified in writing by AVTA 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.
- 4.18.4. When an award is made to a bidder for less than all of the items which may be awarded to that bidder and additional items are being withheld for subsequent award, the first award to that bidder shall state that AVTA may make subsequent awards on those additional items within the bidders' acceptance period, unless otherwise stipulated in the solicitation.
- 4.18.5. Award shall be made by mail or personal delivery to the successful bidder of a notice of award and the proper contract documents. The successful bidder shall complete and execute the contract documents and return them to AVTA within the time specified. AVTA will finalize the execution of the contract and send a copy to the successful bidder.

4.20. Multistep Sealed Bids

- 4.20.1. General. When AVTA considers it impractical to initially prepare a procurement description to support an award based on price, Procurement and Contracts Officer may issue a multistep Invitation for Bid requesting the submission of unpriced submittals, and then later issue an Invitation for Bid limited to the bidders whom the Procurement and Contracts Officer has determined to be eligible to submit a priced bid under the criteria set forth in the initial solicitation of unpriced submittals.

- 4.20.2. Phased Process. Multistep Bidding is a phased process that seeks necessary information or unpriced technical submittals in the initial phase and regular competitive bidding, inviting bidders who submitted technically eligible submittals in the initial phase to submit competitive price bids in the final phase. The contract shall be awarded in accordance with 4.19 – Award of the Contract listed above. If time is a factor, the Procurement and Contracts Officer may require bidders to submit a separate sealed price bid during the initial phase to be opened after the technical evaluation has been completed.
- 4.20.3. Public Notice. Whenever Multistep Sealed Bids are used, public notice for the first phase shall in accordance with 4000 - Formal Procurement Procedures. Public notice is not required for the subsequent phases. However, the Procurement and Contracts Officer shall give notice of subsequent phases to all bidders and inform bidders of the right to protest Addenda issued after initial phase Closing pursuant to 5000 - Vendor Protest Procedures and inform bidders excluded from the subsequent phases of the right, if any, to protest exclusion pursuant the same section.
- 4.20.4. Procedures for Phase One of Multistep Sealed Bidding.
- 4.20.4.1. Form. Multistep Bidding shall be initiated by the issuance of an Invitation for Bid in the form and manner required for competitive sealed bidding except as hereinafter provided. In addition to the requirements set forth in 4000 - Formal Procurement Procedures, the Multistep Invitation for Bid shall state:
- 4.20.4.1.1. That the solicitation is a multistep sealed bid procurement and describe the process AVTA will use to conduct the procurement;
- 4.20.4.1.2. That AVTA requests unpriced submittals and that AVTA will consider price bids only in the second phase and only from those Bidders whose unpriced submittals are found eligible in the first phase;

- 4.20.4.1.3. Whether Bidders must submit price Bids at the same time as unpriced submittals, and, if so, that Bidders must submit the price bids in a separate sealed envelope;
 - 4.20.4.1.4. The criteria to be used in the evaluation of unpriced submittals;
 - 4.20.4.2. Evaluation. AVTA shall evaluate unpriced submittals in accordance with the criteria set forth in the Invitation for Bid.
- 4.20.5. Procedures for Phase Two of Multistep Sealed Bidding.
 - 4.20.5.1. Initiation. Upon the completion of phase one, if Procurement and Contracts Officer does not cancel the Solicitation, Procurement and Contracts Officer shall either:
 - 4.20.5.1.1. Open price Bids submitted in phase one (if price Bids were required to be submitted) from Bidders whose unpriced submittals were found to be eligible; or
 - 4.20.5.1.2. If price Bids have not been submitted, technical discussions have been held, or addenda to the Invitation for Bid have been issued, invite each eligible Bidder to submit a price Bid.
 - 4.20.5.2. Conduct. Phase Two shall be conducted as any other competitive sealed bidding procurement except:
 - 4.20.5.2.1. As specifically set forth in this section or the Invitation for Bids;
 - 4.20.5.2.2. No public notice need be given of the invitation to submit price Bids because such notice was previously given.
- 4.20.6. Procedures Generally. In addition to the procedures set forth in 4000 - Formal Procurement Procedures for Competitive Bidding and this section, AVTA shall employ the procedures set forth in this section for Multistep Bidding and in the Invitation for Bid:

- 4.20.6.1. Solicitation Protest. The Solicitation Document shall provide that prior to the Closing of phase one there shall be an opportunity to protest the Solicitation under 5000 - Vendor Protest Procedures.
- 4.20.6.2. Addenda Protest. The Solicitation Document may provide an opportunity to protest any Addenda issued during phase two of Invitation for Bid, pursuant to 5000 Vendor Protest Procedures.
- 4.20.6.3. Exclusion Protest. The Solicitation Document may, but is not required to provide an opportunity for a Bidder to protest exclusion from the second round of multistep sealed Bids as set forth in 5000 - Vendor Protest Procedures.
- 4.20.6.4. Administrative Remedy. Bidders may submit a protest to any Addenda or to any action by AVTA that has the effect of excluding the bidder from the second phase of Multistep Bidding to the extent such protests are provided for in the solicitation document or required by this section. Failure to protest shall be considered the bidder's failure to pursue an administrative remedy made available to the bidder by AVTA.
- 4.20.6.5. Award Protest. AVTA shall provide an opportunity to protest its intent to award a contract pursuant to 5000 - Vendor Protest Procedures. An affected person may protest, for any of the bases set forth in 5000 - Vendor Protest Procedures, its exclusion from the second phase of a Multistep Sealed Bid, or an addendum issued following initial phase closing, if AVTA did not previously provide bidders the opportunity to protest such exclusion or addendum.

5. PROCEDURES FOR COMPETITIVE PROPOSALS

The following steps are taken in competitive proposal procurements.

5.1. Prepare Request for Proposals (RFPs)

5.1.1. A Request for Proposals consists of a number of provisions, both project-specific and general. Project-specific provisions of the RFP should be prepared by the department initiating the procurement. The Procurement and Contracts Officer is responsible for general provisions and for assembly of the RFP and ensuring that it meets all procurement policies and is consistent with all applicable federal, state and local procurement rules and regulations.

5.1.2. The project specific sections of the RFP shall specifically describe the actual minimum materials and/or services needed; the time for providing same; the procedure by which a prospective proposer may examine plans and specifications, if any; the criteria by which proposals will be evaluated and the relative importance of each factor; and the closing date for submission of proposals which must give sufficient time to permit a proper response.

5.1.3. Develop Proposers List.

5.1.3.1. A list of prospective proposers shall be developed by the department initiating the procurement. In addition, the Purchasing Officer shall maintain a file of proposers/bidders interested in particular types of contracts. Prospective contractors should possess the potential ability to perform successfully, a good record of past performance, integrity, adequate financial and technical resources, and any other relevant factors.

5.1.3.2. The proposers list shall be developed with consideration of AVTA's DBE program.

5.2. Methods and Timing of Soliciting Proposals

5.2.1. Authority will provide a closing date of no less than 14 calendar days for non-complex Request for Proposals and not less than 30 calendar days for complex Request for Proposals.

- 5.2.2. A Request for Proposals shall be sent to at least three prospective firms that can reasonably provide finished end product or service, if possible. Invitation notices may be furnished to a sufficient number of prospective proposers so as to elicit adequate competition.
- 5.2.3. Notices inviting proposals shall be published on AVTA's website and at least once in a newspaper of general circulation at least ten (10) calendar days prior to proposal opening and may be published in trade journals and magazines as deemed necessary or appropriate.

5.3. Pre-Proposal Conference

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 opened. Provide the time, date, and location of any pre-proposal conference. Provide in the solicitation that statements made by AVTA's representatives at the pre-proposal conference are not binding upon AVTA, unless confirmed by written addendum. The pre-proposal conference shall never be used as a substitute for amending a defective or ambiguous request. Attendance by potential proposers may either be voluntary or mandatory.

5.4. Addendums to Request for Proposals

- 5.4.1. If after issuance of Request for Proposals, but before the time set for opening 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 addendum 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 proposers of an extension of time by email, fax or telephone. Such notification should be confirmed in the addendum.
- 5.4.2. 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 on the request or if the lack of such information would be prejudicial to uninformed proposers. No award shall be made on the request unless such addendum has been issued in sufficient time to permit all prospective proposers to consider such information in submitting or modifying their proposals. The addendum shall be sent to each concern to which the RFP has been furnished.

- 5.4.3. Each addendum issued to a Request for Proposals shall:
 - 5.4.3.1. Be serially numbered and dated.
 - 5.4.3.2. Include the number, date and title of the RFP.
 - 5.4.3.3. Itemize and clearly state the changes made in the RFP and the extension of the opening date, if any.
 - 5.4.3.4. Include instructions to proposers for acknowledging receipt of the addendum and information concerning the effect of failure to acknowledge and return the addendum.
 - 5.4.3.5. An addendum to the RFP shall be issued no less than five (5) business days before the closing to allow prospective proposers to consider the new information in preparing their offers. AVTA may extend the closing date, if AVTA determines prospective proposers need additional time to review and respond to addendum. Exception to the extent required by a countervailing public's best interest, AVTA shall not issue addenda less than five (5) business days before the closing date unless the addendum also extends the closing date. Where only a short time remains before the time set for opening, consideration shall be given to notifying bidders of an extension of time by email, fax or telephone. Such notification should be confirmed in the addendum.
 - 5.4.3.6. Any information given to a prospective proposer concerning the 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 a response to the RFP 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.

5.5. Cancellation of RFPs

5.6.1. Request for Proposals should not be canceled unless cancellation is clearly in AVTA's best interest (such as where there is no longer a requirement for the material or service or where addendums to the request would be of such magnitude that a new request is desirable). Where a request is canceled, proposals which have been received shall be returned to the proposers and a notice of cancellation shall be sent to all prospective proposers to whom RFPs were issued.

5.6.2. The notice of cancellation shall identify the Request for Proposals by title and number; briefly explain the action or reason the request is being canceled; and where appropriate, assure prospective proposers that they will be given an opportunity to compete on any re-solicitation of proposals or any further requirements for the type of material or service involved.

5.6.3. If the Request for Proposals is canceled before the time set for proposal submittal, this fact shall be recorded in the file, with a statement of the number of concerns invited to submit proposals and the number of proposals received.

5.7 Receipt of Proposals

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

5.8 Modification or Withdrawal of Proposals

Any proposer may withdraw its proposal, either email, fax or personally provide or mail a written request, received by AVTA, at any time prior to the time fixed for the receipt of the proposals. Negligence on the part of proposers in preparing their proposal confers no right of withdrawal of their proposal after such proposal has been opened. No proposal may be withdrawn for a period of 90 days following proposal opening.

5.9 Public Opening

Notwithstanding USC 41, proposals may be opened in a manner to avoid disclosure of contents to the public or competing proposers during, when applicable, the process of negotiation, but AVTA shall record and make available the identity of all proposers as part of AVTA's public records from the opening of the proposals at the prescribed date and time. The fact that proposals are open at a meeting, does not make their contents subject to disclosure, regardless of whether AVTA fails to give notice of or provide for an executive session for the purpose of opening proposals.

5.9.1 Proposals shall not be open for public inspection until after award of the contract pursuant to USC 41 or issuance of the notice of Intent to Award the contract by AVTA pursuant to this Policy, whichever occurs first. Notwithstanding any requirement to make proposals open to public inspection, AVTA may withhold from disclosure to the public materials included in a proposal, but also confidential, trade secrets and proprietary data or other information submitted to AVTA in confidence that are contained in an offer. Proposers shall solely defend any legal challenge to a proposer's confidential, trade secrets and other proprietary information

5.9.2 If a RFP is cancelled after proposals are received, AVTA may return a proposal to the proposer that made the proposal. AVTA shall keep a list of returned proposals in the file for the solicitation.

5.10. Analysis of Limited Proposal Response

If less than three proposals have been received [at](#) the designated location or office on or before the stated date and time, acquisition staff shall document the reasons for the limited response.

Documentation shall include the following information for the companies invited or intended to participate in the proposal response: company name, contact person, address, phone number, email address and the reason(s) for not responding. Reasons may include, but not be limited to, absence of notification, restrictive specifications, short time frame for response, project is too small or too large, cannot provide the product and/or service, lack of financial capacity, proposer's firm is too busy, etc.

Once all information has been received, an analysis will be conducted to determine if there were requirements contained in the solicitation that resulted in a non-competitive environment and if such requirements exist could those same requirements be modified to result in greater competition. Based on the completed analysis, AVTA may take one of the following actions:

- a. Cancel the solicitation; modify the requirements and issue a new/revised solicitation, or
- b. Proceed to determine whether an award can be made to the proposal that was received.

Assuming that the decision is made to proceed, price or cost analysis will be performed to establish the reasonableness of the submitted pricing prior to award. If single respondent is received and supporting documentation justifies a sole source procurement, acquisition staff may process a Sole Source Justification [Form](#) (See Appendix II).

5.11. Informational Activities

As provided in the RFP or in written addenda issued thereunder, AVTA may conduct site tours, demonstrations, individual or group discussions, and other informational activities with proposers before or after the opening of proposals for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements or to consider and respond to requests for modifications of the proposal requirements. AVTA shall use procedures designed to accord proposer's fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

- 5.11.1. For purposes of evaluation, when provided for in the RFP, AVTA may employ methods of contractor selection that include, but are not limited to:
 - 5.11.1.1. An award or awards based solely on the ranking of proposals.
 - 5.11.1.2. Discussions leading to best and final offers, in which AVTA may not disclose private discussions leading to best and final offers.
 - 5.11.1.3. Discussions leading to best and final offers, in which AVTA may not disclose information derived from proposals submitted by competing proposers.
 - 5.11.1.4. Serial negotiations, beginning with the highest ranked proposer. Competitive simultaneous negotiations.
 - 5.11.1.5. Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers.
 - 5.11.1.6. A multi-step RFP requesting the submission of unpriced technical submittals, and then later issuing a RFP limited to the proposers whose technical submittals the department had determined to be qualified under the criteria set forth in the first step RFP.
 - 5.11.1.7. Any combination of methods described in this paragraph, as authorized or prescribed by this Policy.
- 5.11.2. Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.
- 5.11.3. After the opening of proposals for multi-tier or multi-step solicitations, AVTA may issue or electronically post an addendum to the RFP that modifies the criteria, rating process, and procedure for any tier of competition before the start of the tier to which the addendum applies. AVTA shall send an addendum that is issued by a method other

than electronic posting to all proposers who are eligible to compete under the addendum. AVTA shall issue or post the addendum at least five (5) business days before the start of the subject tier of competition or as otherwise determined by AVTA to be adequate to allow eligible proposers to prepare for the competition in accordance with this Chapter.

5.12 Evaluation Process

An evaluation committee is typically comprised of three (3) to five (5) members. Each evaluator should have the technical expertise required to understand and evaluate the information submitted by the proposer. Committee members may be assigned by Executive Director/CEO or Department Director or Manager, Procurement and Contracts Officer or other delegated staff or any combination of the above. Each evaluator is requested to read each proposal and understand its contents and project thoroughly. Evaluators may have questions or need further clarification during the evaluation phase of the submitted proposals. All questions should be forwarded to the Procurement and Contracts Officer, who will contact the proposer directly for a response. No additions, deletions, or substitutions may be made to the received proposals. All such communication must be documented in the Procurement file.

Evaluators may discuss the proposals and/or interviews with each other and with technical support persons for clarification, if required. Each member shall independently score each proposal.

The evaluation process shall be stated in each solicitation, which may include, but may not be limited to the following types:

- 5.12.1. **Evaluation process for written response.** Each evaluation committee member shall independently assign a score to each criterion based on the written proposals. The criteria scores will be summed. The highest scoring proposal will be recommended for an award.
- 5.12.2. **Evaluation process for written response and optional oral evaluation.** Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. If AVTA does not elect to have an oral evaluation, the award will be given to the highest scoring proposal based on the written proposals.

- 5.12.2.1. If it is determined to be in the best interest of AVTA, an oral evaluation will be scheduled. The Proposers with the highest scores (typically, three (3)) or more may be invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.
 - 5.12.2.2. After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award.
- 5.12.3. **Evaluation process for written response and oral evaluation.** There will be a two-step evaluation process for this RFP. First, each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. The highest scoring proposals (typically, three (3)) or more may be identified and invited to an oral evaluation with the evaluation committee.
- 5.12.3.1. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.
 - 5.12.3.2. After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award.

5.12.4. **Evaluation process for written response and product demonstration.** There will be a two-step evaluation process for this RFP. First, each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. The highest scoring proposals (typically, three (3)) or more may be identified and invited to a product demonstration.

5.12.4.1. In the second part of the evaluation process, Proposers will be asked to give a scripted product demonstration. Demonstrations or site visits may be held at AVTA's, proposer or proposer's customer's facility. AVTA will be responsible for travel arrangements and applicable costs. AVTA will provide either a new written script or proposers are to follow the established RFP format for the proposers to use during this demonstration. The same criteria used to evaluate the written responses will be used to evaluate the finalists during the product demonstration. No additions, deletions or substitutions may be made to proposals during the product demonstrations that cannot be viewed as clarification. Each evaluator shall independently assign a score to each evaluation criterion based on the scripted demonstration.

5.12.4.2. The written evaluation scores and the scripted demonstration scores will then be summed resulting in a final score. The highest scoring proposal will be recommended for an award.

5.13 Best and Final Offers

Best and Final Offers (BAFO) should be requested when proposals submitted are unclear or have minor deficiencies, when additional information is needed in order to make a decision, or when all cost proposals are too high. There will be a two-step evaluation process for this evaluation option.

5.13.1. First, each evaluator shall independently assign a score to each evaluation criterion based on the initial written proposals. Criteria scores will then be summed. The highest scoring proposals (typically, three (3)) or more may be identified and invited to respond with Best and Final Offers.

- 5.13.2. In the second part of the evaluation process, proposers will be given instructions for preparing a Best and Final Offer. Different criteria may be established and used to evaluate the written responses of each proposer during this phase of evaluation. Instructions maybe different for each proposer based upon the information required to provide best value for AVTA from each proposer.
- 5.13.3. Requests for Best and Final Offers must be in writing. Each request must contain four (4) elements: 1) Request must state clarifications/discussions are concluded. 2) Request must state that this is the only opportunity to submit a Best and Final Offer. 3) Request must state a submission date, time and place. Proposers must be provided a sufficient amount of time to properly respond to AVTA's request. Proposer responses are subject to closing date, time and place restrictions as the initial RFP.
- 5.13.4. Each evaluator shall independently assign a score to each evaluation criterion based on the initial written proposals. Criteria scores will then be summed. Highest scoring responsible, responsive and most advantageous proposal will be recommended for an award.

5.14. Subject Matter of Negotiations

- 5.14.1. Restrictions on the information that may be revealed to the proposers by AVTA personnel during the course of negotiations:
 - 5.14.1.1. Procurement, Contracting or other AVTA personnel shall not furnish information to a potential supplier which may afford him an advantage over other suppliers.
 - 5.14.1.2. After receipt of initial proposals, no information contained in any proposal proposer shall be made available to the public or competing vendors, until after an award has been made.
 - 5.14.1.3. "Auction techniques", such as advising proposers of their price relationship with others, are prohibited.
- 5.14.2. Whenever negotiations are conducted with several proposers, while such negotiations may be conducted

successively, all proposers selected to participate in such negotiations shall be offered an equitable opportunity to submit such price, technical, or other data necessary as a result of the negotiations. All such proposers shall be informed of the specified date (and time if desired) of the closing of negotiations. Revisions to proposals must be submitted by such date.

5.15 Contract Negotiation and Award

- 5.15.1. After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award.
- 5.15.2. Contract negotiations will proceed immediately after a recommendation for award is made to the highest ranked responsive, responsible Proposer. AVTA reserves the right to negotiate a final contract, which is in the best interest of AVTA, considering any material changes to the statement of work resulting from any modifications being offered by the Proposer for this project and also any pricing that might be affected by changes to the statement of work. Should contract negotiations be unsuccessful with the highest ranking proposer, then negotiations will be terminated with that firm and initiated with the second-ranked proposer, and so forth. When negotiations become successful with a proposer, an award recommendation shall be forwarded to the Board of Directors for their consideration.
- 5.15.3. AVTA reserves the right to award the RFP to a primary and an alternate Proposer for the same RFP item or service. The alternate Proposer will be used when the primary Proposer is unable to provide the materials and / or service when required, or when such action will provide the lowest final cost to AVTA.
- 5.15.4. A RFP response is an offer by a proposer to contract with AVTA based upon the terms, conditions, and specifications, statement of work contained in the Request for Proposals. RFPs do not become contracts unless and until they are accepted and an award is made by Board of Directors.

- 5.15.5. Awards will be made with reasonable promptness by the Board of Directors to the proposer(s) who's RFP(s) is determined to be responsive and responsible that best conforms to the Request for Proposals and will be the most advantageous to AVTA.
- 5.15.6. A contract is formed when AVTA gives written Notice of Award(s) to the successful Proposer(s) and executes an Antelope Valley Transit Authority Professional Services, Requirements or Services Contract. All Request for Proposals documents, including but not limited to the specifications, statement of work, terms, and conditions, become the contract and is extended to every Purchase Order and Notice to Proceed letter used on single or multiple project phases contained in the submitted offer and agreed upon by both parties. The delivery or furnishing of any of the RFP items or services cannot commence until a contract is duly and properly executed and certificate of bonding and/or insurance provided with the required limits of coverage.

5.16. Conduct of Negotiations

- 5.16.1. Evaluation of proposers' or contractors' proposals, including price revision proposals, by all personnel concerned with the procurement, as well as subsequent negotiations with the proposer or contractor, shall be completed expeditiously.
- 5.16.2. Complete agreement of the parties on all basic issues shall be the objective of the contract negotiations.
- 5.16.3. Oral discussions or written communications shall be conducted with proposers to the extent necessary to resolve uncertainties relating to the purchase or to the price to be paid. Basic questions should not be left for later agreement during price revision or other supplemental proceedings.
- 5.16.4. Cost or profit figures of one proposer or contractor shall not be revealed to other proposers or contractors.
- 5.16.5. Some form of price or cost analysis should be made in connection with every negotiated procurement action including contract modifications.

5.17. Notice Closing Negotiations

Such notice shall advise proposers:

- 5.17.1. That negotiations are being concluded;
- 5.17.2. That proposers are being asked for their "best and final" offer, not merely to confirm or reconfirm prior offers; and
- 5.17.3. That any revision or modification of proposals must be submitted by the date specified.

5.18. Determining Reasonableness of Price

- 5.18.1. 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.
- 5.18.2. 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.
- 5.18.3. As compared to price analysis, cost analysis involves a more detailed review of the proposer's proposal and is used where AVTA has less assurance of a fair and reasonable price.
- 5.18.4. The following procedure is to be followed:
 - 5.18.4.1. Verify contractor's cost data.
 - 5.18.4.2. Evaluate specific elements of costs and project these data to determine the effect on prices of such factors as:
 - 5.18.4.2.1. The necessity for certain costs;
 - 5.18.4.2.2. The reasonableness of amounts estimated for the necessary costs;
 - 5.18.4.2.3. Allowances for contingencies; and

5.18.4.2.4. The basis used for allocations of particular overhead costs to the proposed contract

5.18.5. When the necessary data is available, compare the contractor's estimated cost with:

5.18.5.1. Actual costs previously incurred by the contractor;

5.18.5.2. The contractor's last prior cost estimate for the same or similar estimates;

5.18.5.3. Current cost estimates from other possible sources; and

5.18.5.4. Prior estimates or historical costs of other contractors manufacturing the same or similar items.

5.18.6. Forecasting future trends in costs from historical experience:

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

5.18.6.2. 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.

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

5.18.7.1. Is the cost allowable, appropriate, balanced and structured in accordance with guidelines as stated in Federal Acquisition Regulations (FAR), Part 15 – Contracting by Negotiation, Subpart 15.4 Contract Pricing or FAR Part 31 - Contract Cost Principles and Procedures.

5.18.7.2. Is the cost allocable to the particular project?

5.18.7.3. Is the cost reasonable?

5.19. Special Procedures for Architectural and Engineering (A&E) Services

- 5.19.1. FTA Circular 4220.1F or latest version, requires that AVTA use competitive negotiation procedures for qualifications-based procurement of architectural and engineering (“A&E” hereafter) (already defined on page 1) services and related services for award of Single Project, Single Firm; such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services. Following this method, competitors' qualifications are evaluated and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation. Under this method, AVTA may not consider price as an evaluation factor in determining the most qualified proposer. Negotiation is conducted with only the most qualified proposer. This method, where price cannot be used as an evaluation factor and negotiations are conducted with only the most qualified proposer, can only be used in procurement of the above services. This method of procurement cannot be used to obtain other types of services even through a firm that provides the above types of services are also potential sources to perform other services.
- 5.19.2. The steps to be used for proposal evaluation and contract negotiation for A&E contracts are as follows:
 - 5.19.2.1. An evaluation committee is usually comprised of three to five members. Members and maybe assigned by Executive Director/CEO, Department Director or Manager, Procurement and Contracts Officer or other delegated staff or any combination of the above.
 - 5.19.2.2. The evaluation committee is requested to read each proposal and understand the project and scoring criteria thoroughly. The evaluation criteria may include, but may not be limited to the following:
 - 5.19.2.2.1. Professional qualifications for performance of the required services.

5.19.2.2.2. Specialized experience and technical competence in the type work required.

5.19.2.2.3. Capacity to accomplish the work in the required time.

5.19.2.2.4. Past performance in terms of cost control, quality of work and compliance with performance schedules and number of change orders.

5.19.2.2.5. Pricing criteria is not a factor to be evaluated.

5.19.2.3. **Evaluation process for written response.** Each evaluation committee member shall independently assign a score to each criterion based on the written proposals. The criteria scores will be summed. The highest scoring proposal will be recommended for an award.

5.19.2.4. **Evaluation process for written response and optional oral evaluation.** Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. If AVTA does not elect to have an oral evaluation, the award will be given to the highest scoring proposal based on the written proposals.

5.18.2.4.1 If it is determined to be in the best interest of AVTA, an oral evaluation will be scheduled. The Proposers with the highest scores (typically not more than three) will be invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

5.18.2.4.2 After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award, pending contract negotiations.

5.19.2.5. **Evaluation process for written response and oral evaluation.** There will be a two-step evaluation process for this RFP. First, each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. The highest scoring proposals (not more than [Insert Number of Proposers]) will be identified and invited to an oral evaluation with the evaluation committee.

5.18.2.5.1. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

5.18.2.5.2. After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score. The highest scoring proposal will be recommended for an award, pending contract negotiations.

5.19.2.6. After the final selection has taken place, AVTA may release information identifying only the A/E firm with which an attempt will be made to negotiate a contract. If negotiations are terminated without

awarding a contract to the highest rated firm, AVTA may release information that negotiations will take place with the next highest rated firm.

5.19.2.7. The final selection authorizes negotiations to begin with the highest ranking and qualified firm, which will be requested to submit a proposal that includes fees and cost estimates.

5.19.2.8. The negotiation of compensation to the selected proposer 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.

5.19.2.9. In determining the amount of compensation and the method of payment, consideration shall be given to:

5.19.2.9.1. Scope and complexity of designs, surveys and other work and the skills necessary for these services.

5.19.2.9.2. Quality and quantity of data provided to the A&E by AVTA.

5.19.2.9.3. Location of, and conditions under which the services will be performed.

5.19.2.9.4. Date services to begin and time allowed for performance.

5.19.2.10. Costs should be negotiated taking into consideration:

5.19.2.10.1. Direct Labor.

5.19.2.10.2. Overhead.

5.19.2.10.3. General and administrative expenses.

5.19.2.10.4. Materials.

5.19.2.10.5. Other direct costs.

5.19.2.10.6. Profit, which is further influenced by:

5.19.2.10.6.1. Degree of A&E's risk,

5.19.2.10.6.2. Level of effort,

5.19.2.10.6.3. Level of talent or expertise the A&E must furnish,

5.19.2.10.6.4. Amount of subcontracting,

5.19.2.10.6.5. Amount of top level A&E management involved,

5.19.2.10.6.6. Subcontracts, and

5.19.2.10.6.7. Contractors' investment.

5.19.2.11. When the contract is negotiated and signed, the negotiations are documented and placed in the file.

5.19.2.12. The contract shall be monitored to ensure that expenditures and payments therefore are commensurate with performance and that both have met all the terms of the contract.

5.19.2.13. The contractor is responsible for the professional quality, technical accuracy and coordination of all services under the contract. The contractor may be liable to AVTA for costs resulting from errors or deficiencies in design furnished under the terms of the A/E contract.

5.20. Special Procedures for On-Call Architectural and Engineering (A&E) Services

5.20.1 FTA Circular 4220.1F or latest version, requires that AVTA use competitive negotiation procedures for qualifications-based procurement of on-call architectural and engineering ("On-call Consulting Services" hereafter) services and other related services. All competitive procedures listed under 5.19 shall be

followed except for the following three types of awards, which are based upon the use of a master contract.

5.20.1.1. Limited/Singular Discipline, Single Firm On-call Consulting Services. This Indefinite Delivery/Indefinite Quantity (ID/IQ) master contract shall be qualification-based under the Brooks Act. Once a single award is made under a master contract, task orders will be released on an as needed basis after successful negotiations are reached. If contract negotiations were not successful, another separate On-call Consulting Services procurement could be processed and awarded.

5.20.1.2 Multiple Discipline, Multiple Firm Consulting Services. This Indefinite Delivery/Indefinite Quantity (ID/IQ) master contract shall be qualification-based under the Brooks Act. Once multiple awards are made to specifically listed disciplines, each firm will be awarded a specific discipline. Once awarded, the firm is prohibited from performing services in any other disciplines. Once awards are made under the master contract, task orders will be released on an as needed basis after successful negotiations are reached. If contract negotiations were not successful, another separate on-call consulting services procurement could be processed and awarded.

5.20.1.3. Singular Discipline, Multiple Firm Awards Consulting Services. This Indefinite Delivery/Indefinite Quantity (ID/IQ) master contract shall be qualification-based under the Brooks Act. Once multiple firm awards have been matched with their specifically listed discipline(s), each proposed project will require qualification responses from each of the approved firms listed under the specifically awarded discipline. Firms will be then evaluated on the qualification of their proposals. Evaluation panel will score the proposals and ranked in hierarchical order. Highest scoring proposal would be awarded a Task Order, contingent upon successful contract negotiations.

5.20.1.4. Awarding Process. This subsection applies to both 5.20.1.2. and 5.20.1.3. Should contract negotiations be unsuccessful with the highest ranking firm, then negotiations will be terminated with that firm and initiated with the second-ranked firm. If negotiations with the second ranked firm are

unsuccessful , the process will be repeated with successive firms until negotiations are successfully concluded. If no negotiations are successfully reached, the task order process will be terminated, and procurement could be processed and awarded to another separate On-call Consulting Services firm.

SOLICITATION PROTEST

5000 VENDOR PROTEST PROCEDURES

1. Purpose

The purpose of this section is to establish procedures for administrative resolution of protests arising in the acquisition process and to implement applicable Federal Transit Administration (FTA) requirements and California statutes. These procedures shall be utilized by AVTA 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.

2. General

In order for a bid protest to be considered by AVTA, it must be submitted by an interested party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by AVTA, and will be returned to the submitting party without any further action by AVTA.

AVTA shall have the responsibility to resolve protests of all contract awards. As appropriate, staff shall explore and use alternative dispute resolution procedures if it is deemed to be in the best interest of the Agency.

3. Definitions

For purposes of these Bid Protest Procedures:

- 3.1. The term "Bid" includes any bid or offer submitted by a bidder in response to Request for Quote (RQ), Invitation for Bid (IFB), and a proposal submitted by a proposer in response to a Request for Proposals (RFP) or Request for Qualifications (RFQ).
- 3.2. The term "contract" means that document to be entered into between AVTA and the successful bidder and proposer.
- 3.3. The term "days" refers to normal business days of AVTA staff offices.
- 3.4. The term "adversely affected party" means any person: (a) who is an actual bidder or proposer in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.

- 3.5. The term "solicitation" means an RQ, IFB, RFP, RFQ or other form of document used to procure equipment or services.
- 3.6. AVTA is a Joint Powers Authority established under the laws of the State of California and may also be referred to in this section as "AVTA".
- 3.7. "Board" refers to the Board of Directors of AVTA.
- 3.8. "FTA" refers to the U.S. Department of Transportation Federal Transit Administration.

4. Grounds for Protest

Any adversely affected party may file a bid protest with AVTA on the grounds that:

- 4.1. AVTA has failed to comply with applicable federal or state law;
- 4.2. AVTA has failed to comply with its own procurement procedures;
- 4.3. AVTA 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;
- 4.4. AVTA has issued restrictive or discriminatory specifications; or,
- 4.5. Award is made to other than the lowest responsive and responsible bidder on formally advertised IFB procurements.

5. Contents of Protest

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

- 5.1. The name and address of the protestor.
- 5.2. The name and number of the procurement solicitation.
- 5.3. 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 AVTA procurement procedures, or specific term of the solicitation alleged to have been violated.
- 5.4. Any relevant supporting documentation the protesting party desires AVTA to consider in making its decision.

5.5. The desired relief, action, or ruling sought by the protestor.

6. Where to file Your Protest:

Procurement and Contracts Officer
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534

6.1. An adversely affected party must deliver a written protest to the location stated above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time, and within seven (7) days prior to closing after the following:

6.1.1. Solicitations – Competitive (RQ, IFB, RFP, RFQ or Multi-step and Multi-tiered, etc.)

6.1.2. Multi-step and Multi-tiered Solicitation – After issuance of the notice of the competitive range or notice of subsequent tiers or steps of a proposed procurement, unless a different protest period is provided in the public notice of the proposed procurement.

6.2. If any of the information required by this section is omitted or incomplete, AVTA 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.

7. Timing Requirements and Categories of Protests

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

7.1. An adversely affected party may file a bid or proposal specification protest alleging improprieties in a solicitation process or in solicitation documents that must be filed no later than seven (7) days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by AVTA. Any protest based on such grounds not filed within this period will not be considered by AVTA. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

- 7.2. An adversely affected party may file a bid or proposal award protests regarding the evaluation of bids or proposals by AVTA, or improprieties involving the approval or award or proposed approval or award of a contract that must be physically delivered to AVTA's Procurement and Contracts Officer no later than five (5) days after first date of public notice of its decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award shall not be considered by AVTA.

8. Review of Protest by AVTA

- 8.1. AVTA will notify the protestor within three (3) days of timely receipt of a valid protest that the protest is being considered.
- 8.2. In the notification, AVTA will inform the protestor of any additional information required for evaluation of the protest by AVTA, and set a time deadline for submittal of such information. If AVTA requests additional information and it is not submitted by the stated deadline, AVTA may either review the protest on the information before it, or decline to take further action on the protest.
- 8.3. In its sole discretion, AVTA 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 proposers to submit comments to AVTA relative to the merits of the bid protest. AVTA will set a time deadline for the submittal of such comments, which will be no less than five (5) days after AVTA provides notification of the protest.
- 8.4. In its sole discretion, AVTA 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 AVTA in deciding the bid protest if it is submitted to AVTA in writing within three (3) days after the conference.
- 8.5. Upon receipt of a protest on a federally funded project, AVTA shall notify FTA regarding the protest and keep the FTA apprised of the status of the protest until the final determination has been made.

9. Effects of Protest on Procurement Actions

- 9.1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids,

AVTA 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 AVTA 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.

- 9.2. Upon receipt of a timely protest regarding evaluation of bid or proposals, or intent to award of a contract, AVTA 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.
- 9.3. Notwithstanding the pendency of a bid protest, AVTA 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:
 - 9.3.1. Where the item to be procured is urgently required;
 - 9.3.2. Where AVTA determines, in writing, that the protest is vexatious or frivolous;
 - 9.3.3. Where delivery or performance will be unduly delayed, or other undue harm to AVTA will occur, by failure to make the award promptly; or, and
 - 9.3.4. Where AVTA determines that proceeding with the procurement is otherwise in the public interest.

10. Summary Dismissal of Protests

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

11. Protest Decisions

- 11.1. After review of a bid protest, the AVTA Procurement and Contracts Officer shall make a recommendation to the AVTA Executive Director/CEO of the appropriate disposition of such protest.
- 11.2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and AVTA's own investigation and analysis.

- 11.3. The decision of the AVTA Executive Director/CEO shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the AVTA Executive Director/CEO will be issued within 30 days after the date all relevant information is submitted according to the dealings set forth in these procedures.
- 11.4. If the protest is upheld, AVTA will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or AVTA's determination, or termination of the contract.
- 11.5. If the protest is denied, AVTA will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

12. Confidentiality

- 12.1. Materials submitted by a protester will not be withheld from any interested party outside of AVTA or from any government agency that maybe involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation.
- 12.2. If the protester believes that the protest contains proprietary material that should be withheld, the protester should attach a statement to the front page of the protest document.
 - 12.2.1. The statement should advise that the document may contain proprietary material.
 - 12.2.2. The statement should identify the proprietary information wherever it appears in the document and all such material should be stamped 'CONFIDENTIAL,' 'PROPRIETARY,' or 'TRADE SECRET,' as appropriate.

13. Local Administrative Review

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the local level, an adversely affected party may file a protest with the California Department of Transportation (Department). The Department's review of any protest will be limited to:

- 13.1. Local Authority's failure to have or follow its own protest procedure or its failure to review a complaint or protest.

- 13.2. Violations of the federal or state law or regulations.
- 13.3. Protest with supporting documentation shall be submitted to:

THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
Division of Mass Transportation
P.O. Box 942874-MS 39
Sacramento, California 942874-0001

14. Federal Transit Administration Appeals (Recourse available only if Federal funds are used in the procurement)

- 14.1. A protestor adversely affected by a bid protest decision of the AVTA Executive Director/CEO may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1F or latest version, as currently in effect as of the date of AVTA's decision on the bid protest.
- 14.2. Under the provision of the FTA Circular, FTA will only review protests regarding the alleged failure of AVTA to have written protest procedures or the alleged failure to have followed such protest procedures or the alleged failure to review a complaint or protest.
- 14.3. In accordance with the FTA Circular, all local administrative remedies must be exhausted before an appeal may be filed with the FTA.
- 14.4. In accordance with the FTA Circular, such protest must be filed no later than five (5) days after the protest knew or should have known of AVTA's alleged failure listed above. AVTA shall not be responsible for any protests not filed in a timely manner with the FTA or the FTA's failure to follow its established bid protest procedures.
- 14.5. Under the following conditions, AVTA may proceed with the procurement in spite of a pending protest to the FTA:
 - 14.5.1. The items to be procured are urgently required;
 - 14.5.2. Delivery or performance will be unduly delayed by failure to make the award promptly; or,
 - 14.5.3. Failure to make prompt award will otherwise cause undue harm to AVTA or the Federal Government.

15. Impact of Judicial Proceedings or Appeals

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

15.1 AVTA may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court.

CONTRACT ADMINISTRATION PROCEDURES

6000 CONTRACTS

1. COMPENSATION ARRANGEMENTS

Contracts are divided into specific types of compensation arrangements reflecting AVTA's varying responsibility, as the buyer, to pay the allowable cost incurred by the contractor, as the seller. The following list includes the most commonly used compensation arrangements. It is up to AVTA to decide which compensation arrangement is most appropriate for a specific procurement.

AVTA's adopted procurement policy prohibits use of a cost-plus-a-percentage-of-cost contract. The following are definitions of allowable compensation arrangements:

1.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. The risk of performance falls on the contractor. This type of arrangement should be used where competition is present and detailed specifications are available. A firm fixed price contract may include an economic price adjustment, incentives, or both.

1.2. Fixed Price with Escalation

This arrangement is characterized by a lump-sum price subject to upward or downward adjustment depending on contingencies specified in the contract. These contingencies are matters beyond the parties' control (such as labor rates or market indices).

1.3 Fixed Price Incentive

This is a type of lump-sum arrangement characterized by an adjustment formula in the contract which relates to the efficiency of the contractor. The contractor's profit increases or decreases according to the formula as the actual costs are less or more, respectively, than the cost. The fixed-price incentive arrangement is distinguished from the cost incentive arrangement by the inclusion of a ceiling price. Costs in excess of the ceiling price are borne entirely by the contractor.

1.4 Fixed Price with Price Redetermination

This is essentially a lump-sum arrangement with adjustments within specified limits negotiated as actual costs become known. As in fixed-price escalation arrangements, AVTA assumes the risk of contingencies which may occur. The price re-determination may be made either at specified times during performance or after completion of performance. This type of arrangement should be used in limited instances only.

1.5 Cost Reimbursement

The contractor is reimbursed for costs only and receives no fee. This type of contract is used for facilities contracts, and research and development contracts with non-profit organizations.

1.6 Cost-Sharing

The contractor receives no fee and is reimbursed for only a portion of his or her costs. This type of contract is used where the benefits of a research and development contract accrue to both parties.

1.7 Cost-Plus-Incentive-Fee

This type of contract is similar to the fixed-price incentive contract, discussed above, except there is no ceiling price.

1.8 Cost-Plus- Fixed-Fee

The contractor receives a set fee and is reimbursed for all costs allowable under established cost principles.

1.9. Time and Materials

Time and Materials contracts are limited to the following under the Common Grant Rule:

- 1.9.1. After a determination has been made that no other contract type is suitable; and
- 1.9.2. Only if the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

AVTA staff may only utilize this method of contracting if the above conditions listed under subsections "1.9.1 and 1.9.2" are met.

1.10. Cost Plus a Percentage of Cost – Prohibited

The Common Grant Rules expressly prohibit the use of cost plus a percentage of cost and cost plus a percentage of construction cost methods of contracting. **AVTA staff is prohibited from utilizing this type of contracting method.**

6010 REVENUE CONTRACTS

POLICY STATEMENT

The Antelope Valley Transit Authority (AVTA) has determined that allowing revenue-generating advertising which does not compromise public or employee safety to be placed in designated areas on its transit properties is a responsible means of maximizing use of AVTA's capital investments. Therefore, AVTA may enter into contracts with outside vendors to sell and display advertising on AVTA buses for the sole purpose of generating revenue. Issuance of such contracts must be in accordance with AVTA's procurement policies and approved by AVTA's Board of Directors. Locations for revenue-generating advertising may include but are not limited to: interiors and exteriors of buses, fixed outdoor displays on AVTA property. AVTA reserves the right to reject any advertising based upon its guidelines for acceptable advertising content contained in this policy statement.

AVTA has further determined that advertising on its own properties is a valuable means of communicating with its customers. Therefore, AVTA explains and promotes its transit services through the dissemination of information onboard AVTA vehicles. Informational advertising space is limited, and reserved exclusively for AVTA transit information. All messages and materials distributed by this means

are prepared, approved and/or authorized by the Public Information Officer or such person's designee.

PURPOSE

AVTA has not designated its advertising spaces as a forum for unlimited public expression. The purpose of this policy is to prescribe standards for the use of AVTA's revenue-generating advertising space and informational advertising space throughout the AVTA System. These standards are intended to preserve the non-public forum status of the advertising spaces.

APPLICATION

This policy and its procedures apply to all represented and non-represented employees, consultants and Board members.

1.0. GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect the agency from potential litigation and to recognize the potential association of advertising images with AVTA services while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability.

At the same time, AVTA's ability to reach its customers directly is crucial to adequate dissemination of transit information. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space as well as on-board schedule racks) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. AVTA's Customer Service Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

AVTA has not designated its advertising spaces as a forum for unlimited public expression. This policy prescribes standards for the use of AVTA's revenue-generating advertising space and informational advertising space throughout the AVTA System. These standards are intended to preserve the non-public forum status of the advertising spaces.

2.0. PROCEDURES

2.1. Revenue-Generating Advertising

AVTA may contract with outside vendors to sell and display advertising on buses, website, information pods, and time schedules for the sole purpose of generating revenue. AVTA does not sell or post revenue-generating advertising directly. Vendors for such contracts are solicited through competitive bids, which must conform to AVTA's procurement procedures and be approved by AVTA's Board of Directors. Such agreements may dedicate no more than 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for AVTA's own transit-related information.

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses, interior display frames in bus and banner ads on AVTA's website, space in AVTA's printed brochures, timetables and other publications and printed materials, and any other location approved by AVTA's Board of Directors.

Content restrictions for advertising displayed through these arrangements are as follows:

2.1.1. Alcohol and Tobacco Advertising

Advertising of all alcohol and tobacco products is prohibited.

2.1.2. Non-Commercial Advertising

Non-commercial advertising from non-governmental entities is prohibited.

Public service announcements from governmental entities are permissible.

2.1.3. Other Subject Matter Restrictions

Advertising may not be displayed if its content:

- Promotes or relates to an illegal activity;
- Contains language which is obscene, vulgar, profane or scatological;

- Contains images, copy or concepts that denigrate a specific ethnic or gender group;
- Contains images, copy or concepts that denigrate public transportation; or
- Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, and Section 8.28.010D.

2.1.4. AVTA's Right of Rejection

Beyond the above, AVTA's vendors may review advertising content according to their own guidelines of acceptability. AVTA requires the screening of all individual ads submitted to its vendors prior to posting. Nevertheless, in all contracts AVTA reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Public Information Officer based upon the criteria in this policy statement.

2.1.5. Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from obscuring window surfaces on AVTA vehicles as follows:

- Buses: No more than 30% of the vehicle's total window surface, and no more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. (Note: this excludes the front window surface, which may not be covered in any manner.)

2.2. Informational Advertising

AVTA has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: schedule racks on board AVTA Buses, information pods on Bus Stop poles, and interior car cards.

In addition, as specified in section 2.1, AVTA has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by AVTA's Customer Service Department in accordance with its annual strategic planning process as well as upon request from other internal departments. Regular transit information includes, but is not limited to: service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, AVTA's Public Information Officer may use AVTA's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of AVTA services. AVTA is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by AVTA's Public Information Officer, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Public Information Officer based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, AVTA's Public Information Officer may use AVTA's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer

uniquely provided for AVTA customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the AVTA logo and other wording approved by AVTA's Public Information Officer to indicate that the offer is specifically designed for AVTA customers. AVTA is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by AVTA's Public Information Officer, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any added value programs must be approved by the Public Information Officer based upon the criteria in this policy statement.

3.0. DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Exterior King Ad – Large ad measuring 144" x 30" displayed on the sides of AVTA buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail light or "Tail" Ad – Smaller ad measuring 48" x 15 ½" or 72" x 21" displayed on the rear of buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28" x 11" poster that mounts above the seats in AVTA local transit buses to provide information on fares, routes, safety, pass sales locations, service changes and other matters relevant to the use of the AVTA System.

Non-Commercial Advertising – Advertising that does not have as its primary purpose the proposal of a commercial transaction. Non-commercial advertising includes messages that promote or relate to the election or

defeat of any candidate, or to the passage or defeat of any ballot measure. Non-commercial advertising also includes messages that promote or relate to any religious faith, organization, or tenet.

Public Information Officer – AVTA’s Executive Director/CEO or such person’s designee.

Public Service Announcement – Advertising that promotes a facility, service or program of a governmental entity.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.

4.0. RESPONSIBILITIES

Public Information Officer prepares all messages and materials for dissemination on board AVTA buses; administers the distribution/display of transit information; tracks/coordinates the availability and use of AVTA’s unique information distribution channels.

Customer Service distributes quantities of time schedules and Customer Centers according to distribution list prepared by Public Information Officer.

Operators and Service Attendants physically place time schedules on buses for distribution to the public.

Advertising Vendors who sell, post and maintain all revenue-generating advertising on AVTA vehicles; implement AVTA’s policies on revenue-generating advertising; post all AVTA informational advertising according to instructions from the Public Information Officer.

Public Information Officer reviews and approves/rejects all cross-promotions and added value programs using AVTA’s unique distribution channels based upon the criteria in this policy statement; enforces AVTA’s right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.

CONTRACT PROVISIONS

7000 CONTRACT PROVISIONS

The main purpose of a written contract is to capture all the essential information regarding an agreement between two parties so that both sides are clear about their roles and responsibilities. The contract should also describe procedures to be followed in case of a disagreement between the parties or in case one or other of them fails to perform as agreed.

The basic elements of a contract are as follows:

- Scope of work/goods to be delivered
- Contract amount/method of payment
- Term of contract/schedule
- Provisions for amendment/termination
- Legal and administrative obligations

The elements of the contract describing the goods or services to be delivered, the contract amount and schedule will normally be unique to the particular circumstances and can be tailored by AVTA to suit particular needs. The other elements of the contract may be governed by federal, state or Authority regulations. For example, FTA grantees are regulated in the type of payments they can make since FTA generally does not allow grantees to make advance payments and requires them to follow specific standards in the use of progress payments (see FTA Circular 4220.1F or latest version).

To find out which provisions should be included in the contract, refer to the applicable federal, state and local legislation and policies and/or grant. At the end of this section is a summary of the contract clauses required by FTA.

1. Basic Contract Provisions

1.1. The following provisions are typical examples found in most types of contracts:

- Scope of Work/Specifications
- Contract Amount
- Payment Schedule/Method of Payment
- Contract Term
- Independent Contractor Provision
- Insurance
- Indemnification
- Non-Assignability/Approval of Subcontractors

- Amendment
- Termination Provisions
- Governing Law Authorized Signatures

1.2. Each of these provisions is briefly described below.

1.2.1. **Scope of Work/Specifications**

1.2.1.1. The scope of work included in the contract shall be the same as the scope of work included in the Request for Proposals or Invitation for Bid documents and it should reflect any changes that have been made as a result of negotiation. It is often convenient to attach the scope of work or specifications to the contract as an exhibit and incorporate it into the contract by reference.

1.2.1.2. In developing the scope of work/specifications, staff shall ensure that no unreasonable requirements are included, which would prevent or limit the number of firms seeking to do business with AVTA (e.g. unnecessary experience and excessive bonding requirements)

1.3. **Contract Amount**

For fixed price and cost plus fixed fee agreements, the contract shall identify the lump sum and the maximum amount that will be paid (if different) and describe any allowable costs that will be reimbursed. For a fixed unit cost contract, the agreement shall include the amount that will be paid per unit of service and how the units will be measured. For incentive-based contracts, the contract shall identify the lump sum amount and the system of penalties and bonuses that are tied to performance. In the user side subsidy type of contract, the contract amount provision may include a limit on the number of trips.

1.4. **Payment Schedule/Method of Payment**

1.4.1. Payment may be related to progress made under the contract and tied to certain milestones or the submission of deliverables. In these cases, a schedule of payments may be attached to the contract and incorporated by reference.

- 1.4.2. The contract shall indicate when the contractor is to submit invoices and what information the invoices shall include. This provision shall also describe any supporting documentation that must be submitted with the invoice, such as progress reports and invoices.
- 1.4.3. This provision shall also describe any provisions for retaining a portion of the invoice and the procedures for making the last payment under the contract. A small percentage of each progress payment shall be retained under a cost plus fixed fee contract where the contractor has to deliver a product, such as a report, to AVTA. Payment of the retained amount shall be made only after AVTA has reviewed and accepted the final product.
- 1.4.4. The contract shall also indicate when the contractor can expect payment, for example, within three weeks of submitting an invoice.

1.5. Contract Term

The contract shall include the effective date of the contract, which is usually the date of execution. The date is especially important with cost plus fixed fee contracts since contractor costs are not usually reimbursable until the effective date. If contract execution is delayed beyond the required project start date, a written notice to proceed may be issued and incorporated in the contract. The contract shall also indicate when its term expires. The term of the contract may be expressed in years, calendar months or days.

1.6. Independent Contractor Provision

An independent contractor provision is often included in service contracts. Its purpose is to make it clear that the contractor is an independent contractor and that all the individuals working for or under the direction of the contractor are employees of the contractor and not employees of AVTA. Additional language is sometimes included to indicate that the contractor is responsible for its own acts and those of its subordinates, employees and subcontractors and that the contractor is responsible for all matters relating to the payment of its employees, including social security and unemployment compensation.

1.7. Insurance

Minimum insurance requirements are often set by state authority and local government policies. In most cases, contractors are required to obtain general and automobile liability insurance and workers compensation. Consultants providing professional services are usually required to obtain professional liability insurance. Each solicitation shall state the required insurance types and limits. At a minimum, the insurance section of the contract may include, but not be limited to the following:

- 1.7.1. The types of insurance required (for example, general and automobile liability, workers compensation, professional liability).
- 1.7.2. The amount of insurance required (for example, \$1,000,000 of professional liability insurance).
- 1.7.3. The minimum acceptable rating of the insurance carrier
- 1.7.4. Whether the contractor is required to name AVTA as an additional insured on the policy
- 1.7.5. That the insurance must remain in effect for the duration of the contract
- 1.7.6. Whether insurance certificates must be submitted to AVTA before the contract is executed or before work proceeds and, if so, to whom the insurance certificates should be sent.

1.8. Indemnification

This is a common clause under which the contractor agrees to hold AVTA and its boards, commissions, departments, directors, officers, officials, agents, and employees individually and collectively (hereinafter referred to as "Indemnitees") from and against any and all claims, actions and liabilities resulting from the contractor's negligence under the contract.

1.9. Non-Assignability/Approval of Subcontractors

This clause states that the Contractor is not permitted to assign or transfer its interests in the contract or to subcontract any part of the work to any other party without prior written approval of AVTA and then only as permitted by law.

1.10. Amendment

This provision describes how the contract can be amended and often specifies who, in AVTA, must approve any changes.

As a practical matter, some minor changes not involving compensation may be made upon written permission of AVTA. More significant scope of work changes and all changes involving a change in compensation shall be made by a formal contract amendment.

1.11. Provision for Termination

There are two major types of termination provisions: termination for cause and termination for convenience.

1.11.1. Termination for cause means that AVTA can cancel the contract if the contractor fails to perform, if there is evidence of financial mismanagement or if there is continual substandard performance. The termination for cause provision shall make it clear who is responsible for making the final determination of the contractor's default, how much notice will be given to the contractor, whether there is a remedy period and how any final payments will be made.

1.11.2. Termination for convenience means AVTA may terminate the contract if it is in its best interest to do so. While there are some good reasons why AVTA may need to cancel a contract for convenience (for example, because of AVTA budget and/or funding cuts), this clause is often written in such a way that AVTA may cancel for any reason. The termination for convenience clause shall also include agreement as to how much notice should be given and how any final payment can be made. From the contractor's perspective, the termination for convenience clause can be mitigated by requiring AVTA to pay certain close-out costs for acceptable and documented work performed up to separation point of the contracted parties.

1.12. Governing Law

This provision makes it clear that the agreement is to be interpreted or enforced under the laws of the State of California.

1.13. Authorized Signatures

The contract should include signature blocks for officials of both AVTA and the contractor authorized to execute the agreement. All contracts over \$5,000 require the signature of the Executive Director/CEO or designee.

1.14. Other Common Contract Provisions

The following are additional provisions commonly included in contracts for goods and services:

- 1.14.1. The contractor shall keep all business records relevant to the contract for a period of five (5) years and permit AVTA to inspect or audit their records.
- 1.14.2. The contractor is required to comply with all federal, state and municipal laws and to obtain any necessary permits or licenses.
- 1.14.3. The contractor shall comply with AVTA's policy on the participation of certified Disadvantaged Businesses Enterprise in contracts.
- 1.14.4. The contractor must not have used anyone other than a bona fide employee to obtain the contract.
- 1.14.5. The contractor must not have any "Conflict of Interest" in providing the service.
- 1.14.6. The contractor must represent and warrant that neither the Executive Director/CEO, nor any director, manager, officer nor employee of AVTA is in any manner interested, directly or indirectly, in any contract which may be awarded or any profits expected to arise therefrom in violation of the provisions of the California Political Reform Act of 1974, as amended.
- 1.14.7. No member, officer or employee of AVTA or of any local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or the proceeds thereof.

1.14.8. No member of Congress will benefit from the contract (if contract involves Federal assistance).

1.15. Contract Provisions for FTA Grantees

A number of general contract provisions are required by the Federal Transit Administration (FTA) for FTA funded contracts. These provisions are intended to establish minimum guidelines to which grantees must adhere when purchasing supplies, equipment and construction and professional services. The provisions and the types of contracts to which they apply are summarized on the next page, followed by a brief description of each provision.

Much of this material is taken from Third Party Contracting by FTA Grantees, a transit training program sponsored by the George Washington University School of Government and Business Administration, Washington DC, January 1990. These requirements change from time to time. When drafting a contract, therefore, check the latest materials from FTA.

1.16. Remedies for Breach of Contract

All contracts other than those following micro procurements procedures are to include provisions or conditions that stipulate remedies the grantee can resort to if the contractor violates or breaches the terms of the contract. These provisions are to allow for administrative, contractual, or legal remedies, and are to provide for appropriate sanctions or penalties.

1.17. Liquidated Damages

1.17.1. It is the policy of AVTA to utilize liquidated damages to protect AVTA against performance difficulties. When applying liquidated damages the contract shall contain a specific rate per day for each day of overrun. The rate and measurement must be calculated to reasonably reflect AVTA's cost should the standards listed in the contract not be met. The assessment for damages must be stated for a specific rate per day for each day beyond the contract's delivery date or performance period. The procurement file shall include a record of the calculation and rationale for the amount of damages established.

- 1.17.2. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

1.18. Termination

- 1.18.1. All contracts for more than \$5,000 are to include provisions that allow AVTA to terminate the contract and that stipulate the manner by which the termination will be made and the basis for settlement. The termination provisions must also describe the conditions under which the contracts may be terminated for default and the conditions under which the contract may be terminated because of circumstances beyond the control of the contractor, that is, termination for convenience.
- 1.18.2. In a termination for default (for instance, where the delivery is late or where the contractor has failed to comply with certain contract provisions), the contractor is paid only for supplies delivered and accepted by AVTA or for services performed in agreement with AVTA. Again, the contract must specifically describe the conditions under which the contract may be terminated.
- 1.18.3. If there is a good reason for the contractor not being allowed to meet the conditions of the contract and the situation is beyond his control, the contractor may be allowed to continue work, or the contract can be terminated for convenience. In the latter case, the contractor should be paid his closeout costs and a part of the fee as provided in the contract for acceptable and documented work performed up to separation point of the contracted parties.

1.19. Equal Employment Opportunity

For federally funded contracts, all third party contractors at each tier must include all applicable Federal Civil Rights Laws and Regulations in accordance with Circular 4220.1F or latest version, Chapter IV. The applicable federal clauses include but are not limited to:

- 1.19.1. Nondiscrimination in Federal Public Transportation Programs;
- 1.19.2. Prohibition Against Employment Discrimination;
- 1.19.3. Nondiscrimination on the Basis of Sex; Age, and Disabilities.

All contractors are required to take positive action to ensure that persons employed or seeking employment are treated without bias regarding their race, religion, color, sex, disability or national origin. In fact, federal EEO requirements require contractors to post notices to this effect in conspicuous locations within the plant or work site. These conditions also must be stated in all solicitations (RQs, IFBs, RFPs, RFQs, etc.) AVTA issues. Contractors should be warned that failure to comply with these terms can result in the cancellation of the contract; moreover, the contractor may become ineligible for additional contracts.

1.20. Copeland Anti-Kickback

All construction or repair contracts must include provisions that the contractor will comply with the Copeland Anti-Kickback Act which prohibits the contractor from inducing any persons employed on the project to give up any portion of their pay. Further, the provision requires AVTA to report all suspected or reported violations to FTA.

1.21. Davis-Bacon Act

This provision, to be included in all construction contracts for more than \$2,000, stipulates that the contractor will pay all laborers and mechanics employed on the project at least once a week and at a rate not less than the minimum wage specified in a wage determination formally issued by the Secretary of Labor. A copy of this determination is to be included in each solicitation, and the award of a contract is to be conditioned upon the contractor accepting the terms of this wage determination schedule. Further, AVTA is to immediately report all suspected or reported violations to FTA.

1.22. Contract Work Hours and Safety Act (Construction and Non-construction)

All construction contracts for more than \$2,000, and any other contract for more than \$2,500 that employs non-construction workers, must include a provision requiring the contractor to pay the applicable workers on the basis of a standard 8-hour workday and a 40-hour workweek. In addition, any work in excess of 8 hours a day or 40 hours a week must be compensated at a rate not less than 1-1/2 times the worker's base rate. Further, no laborer or mechanic will be required to work in surroundings or under working conditions that

are unsanitary, hazardous, or dangerous, as determined under the standards established by the Secretary of Labor.

1.23. Delivery and Invention/Patent Rights

Any contract under which the contractor is engaged in research, development, experimental, or demonstration efforts is to include a notice of FTA's requirements and regulations regarding reporting all patent rights, copyrights, and rights to data regarding any discovery or invention made by the contractor.

1.24. Access to Records

All negotiated contracts (except those awarded according to micro procurement procedures) are to include a provision stipulating that AVTA, FTA, the Comptroller General, or any authorized agent of these three parties, are to be granted access to any of the contractor's books, documents, papers, and records that relate directly to the contract. This provision is to stipulate that the contractor maintain all these records for five (5) years following contract closeout to allow for audits, examinations, excerpts, and transcriptions of the contractor's files.

A second "access to records" provision applies to all construction, reconstruction, or improvement of facilities and equipment contracts awarded under other than competitive bidding procedures. These contracts are to include a provision granting FTA, the Comptroller General, or any of their authorized representatives access to any books, documents, papers, and records of the contracting parties pertinent to the operations or activities under such contracts.

1.25. Clean Air Act/Clean Water Act

All contracts for more than \$150,000 must include a provision that commits the contractor to comply with the requirements of Section 508 of the Clean Water Act and Section 306 of the Clean Air Act. These regulations prohibit the use of facilities included in the EPA "List of Violating Facilities" under non-exempt Federal contracts. In addition, this provision requires the reporting of any violations to FTA and to the EPA.

1.26. Energy Efficiency

All contracts are to recognize the mandatory standards and policies relating to energy efficiency that are contained in the respective State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.27. Disadvantaged Business

Congress has stressed the importance of having minority business firms involved in the competition for federal dollars distributed as a result of the federal procurement awarded to private contractors throughout the country. The requirements for FTA grantees are reflected in FTA Circular 4220.1F or latest version. This section states that transit authorities must take "affirmative steps" to assure that small and minority firms, women business enterprises, and labor surplus area firms are used whenever possible as sources of supplies, equipment, construction, and services.

1.28. Cargo Preference

1.28.1. To ensure fair and reasonable participation by privately owned U.S. flag vessels in transporting cargoes that are subject to the Merchant Marine Act of 1936 -- including "equipment, materials, or commodities procured, contracted for, or otherwise obtained within or outside the U.S. with funds made by or on behalf of the U.S." - appropriate clauses must be inserted in all third-party contracts where the possibility exists for ocean transportation of such items

1.28.2. The clauses must provide that at least 50 percent of the gross tonnage (computed separately by dry bulk carriers, dry cargo liners, and tankers) generated by the contract be transported on U.S. flag vessels.

1.29. Bonding

For construction contracts less than \$150,000, the grantee is to follow its own requirements (AVTA contracts greater than \$50,000) relating to bid guarantees, performance bonds, and payment bonds. For contracts for more than \$150,000, however, FTA has established certain minimum bonding requirements (FTA C 4220.1F or latest

version, VI). FTA may accept the bonding policy of the grantees as long as these minimum requirements are met:

- 1.29.1. A bid guarantee from each bidder equal to five (5) percent of the bid price.
- 1.29.2. A performance bond for 100 percent of the contract price.
- 1.29.3. A payment bond on the part of the contractor for 100 percent of the contract price.

1.30. Buy America

The "Buy America" provision originally written as Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) has been revised by the Federal Public Transportation Act of 1982. As now stipulated, any steel, cement, and manufactured products used in projects supported by FTA funds must be produced in the United States unless the Secretary of Transportation determines that one of the following exceptions applies:

- 1.30.1. Applying this provision would be inconsistent with the public interest.
- 1.30.2. The materials and products required for a project are not produced in the United States either in sufficient quantity or not of the quality required for the project.
- 1.30.3. Where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), the cost of components produced in the United States is more than 55 percent of the cost of all the components of the rolling stock or equipment, and final assembly of the stock or equipment has taken place in the United States.
- 1.30.4. Including domestically produced material will increase the purchase cost of rolling stock by more than 10 percent, or the cost of any other project by more than 25 percent.

NOTE: In calculating the cost of components under the terms of this provision, labor costs involved in the final assembly are not to be included.

- 1.30.5. Grantees should also note that, whereas the Buy America provisions previously applied to third-party contracts in excess of \$500,000, the new provisions apply to all third-party contracts utilizing funds obligated by FTA after January 6, 1983.
- 1.30.6. Acquisition staff shall include the applicable Buy America Certificate for Rolling Stock or Manufactured Products for each applicable solicitation; the certificates are to be completed by the bidder/proposer and included in the bidder's/proposer's response to the Authority.

1.31. Rolling Stock

- 1.31.1. In FY 1980 and FY 1981, the DOT Appropriate Acts required that contracts using funds appropriated under Sections 3 and 5 (now Section 9) for rolling stock must be awarded based on consideration of performance, standardization, life-cycle cost, and such factors as the Secretary deems appropriate. (These factors are collectively referred to as "Life-Cycle Cost Factors".) In FY 1982 and FY 1983, the DOT Appropriate Acts strengthened this language to require "evaluation" rather than "consideration" of life-cycle cost factors.
- 1.31.2. The Federal Public Transportation Act of 1982 (the 1983 amendments to the Urban Mass Transportation Act) provides an alternative to this requirement by permitting grantees to use a "competitive procurement process" in lieu of making awards based on life-cycle cost factors.
- 1.31.3. By "competitive procurement process" Congress meant to include competitive negotiation as well as competitive bidding; in fact, competitive negotiation may be used instead of the low bid procedure. Grantees that use a competitive procurement process are not required to evaluate life-cycle cost factors, although they can be considered.

NOTE: This language applies only to those contracts utilizing funds obligated on or after January 6, 1983. Contracts awarded pursuant to grants approved prior to that date are still subject to the requirement to evaluate life-cycle cost factors.

1.32. Debarment and Suspension

All third party contractors are required to certify that they are eligible to participate in federally funded activities. This requirement is applicable for any FTA funded contract that exceeds \$25,000. Staff shall verify that all vendors seeking to do business with the AVTA are not listed on the federal debarred or suspended list by checking the Excluded Parties List website (www.epls.gov/). A copy of the print screen shall be placed in the procurement file, in addition to verifying that the firms listed for DBE goal attainment have been certified with the California Unified Certification Program (CUCP).

There are two types of certification, higher-tier and lower-tier. The certification which is required depends on the dollar value of the contract which is awarded. The certification must be signed by a principal of the submitting firm. Primarily, higher-tier certifications are required from participants in third party contracts where the total dollar value of the procurement is expected to exceed \$150,000. Lower-tier certifications are primarily required from:

- 1.32.1. Proposers on contracts expected to exceed \$25,000 but not \$150,000; and
- 1.32.2. Proposers on contracts, regardless of amount, where the selected contractor will be expected to have a critical influence or substantive control over grant activities (i.e., investigators or providers of federally required audits).

FTA Circular 2015.1 should be consulted for other instances where certifications are required. Copies of the appropriate certifications are also contained within the circular.

1.33. Lobbying

Recipients of FTA grants and certain third party contractors and subcontractors are required to certify that federal dollars are not being used to influence Congressional activities in connection with the award of a grant, loan or contract and must report any non-federal monies used for these activities. The requirement applies to any contractors or subcontractors receiving more than \$150,000 in an FTA funded contract. Standard certification language will be required in all responses to solicitations as well as \$50,000 disclosure of lobbying activities on the Standard Form-LLL "Disclosure Form to Report Lobbying."

1.34. Notification Requirement

With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to: (1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and (2) express the said amount as a percentage of the total costs of the planned acquisition.

1.35. Veterans Employment Preference

As provided by Title 49 U.S.C. § 5325(k), to the extent practicable, the Contractor and its subcontractors agrees and assures:

- 1.35.1. They will provide a hiring preference to veterans, as defined in Title 5 U.S.C. § 2108, provided that applicant possesses the skills and abilities required to perform the construction work required under a third party contract, let in connection with a capital project supported with funds made available or appropriated under the provisions of 49 U.S.C. Chapter 53; and
- 1.35.2. They will not 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. These guidelines are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, § 47112.

7010 CONTACTS WITH VENDORS, BIDDERS, AND PROPOSERS

Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering needed data. However, in making such contacts, AVTA employees, officers, directors, and agents shall avoid any commitment, or implication thereof, of a possible future contract.

Accordingly, requests for substantial complimentary services or supplies which may imply an obligation on the part of AVTA shall be avoided. Also to be avoided are requests for testing services, product samples or demonstrations, and free trips to examine vendor products.

Whenever a procurement is in process (e.g., during the solicitation, evaluation, negotiation, and award phases) all contacts with potential contractors or vendors shall be made through the Procurement and Contracts Officer.

1. RELEASE AND USE OF INFORMATION

- 1.1. All Procurements are to be treated as public information with the exception of formally advertised Request for Proposals. Information received by AVTA is to be treated as confidential, until an award is made by the Board. Sections marked as confidential by the vendor(s) shall be treated as confidential. Material marked as confidential shall be defended by the vendor upon any request for public disclosure.
- 1.2. No employee, officer, director, or agent of AVTA shall use any vendor submitted information for the actual or anticipated benefit of themselves, their relatives, or persons with whom they have a common financial interest.

7020 PROJECT CLOSE-OUT AND CHANGE ORDERS

1. PURPOSE STATEMENT

This procedure outlines the minimum steps for the preparation and execution of contract change orders as well as the close-out of projects.

2. GENERAL

When work on a project is complete, proper records shall be prepared and important documents archived for future reference. As applicable, the AVTA database will be updated with a summary that includes key contract metrics and a profile of the completed projects. The projects shall then be formally closed in AVTA's Procurement file and applicable Grants records.

3. RESPONSIBILITY

The Project Manager (or designee), or Construction Manager/Engineer is responsible for the close-out of projects in accordance with this procedure. Finance Departmental staff will have overall responsibility for the closeout audit, as well as the final technical and legal sufficiency of contract documentation.

4. CHANGE ORDER PROCESS

Changes which may be required after a construction contract has been awarded must be approved in accordance with this procedure. AVTA at a minimum will utilize change orders on construction projects to accomplish the following:

- 4.1. Add work that is necessary to complete the project as intended by the original plan;
- 4.2. Implement an accepted Value Engineering Change Proposal according to the procedure on Value Engineering;
- 4.3. Compensate the Contractor for costs incurred and allowed mark ups because of recognized changed conditions, and compensable delay costs;
- 4.4. Adjust unit bid prices according to applicable specifications and standard procedures;
- 4.5. Change contract specifications or to accept with a cost savings, non-specification material incorporated into the Work but is performing satisfactorily; and

- 4.6. Add work that is necessary to eliminate an immediate threat to human life or property.

5. PROCEDURE

This Section describes the process for initiating and processing a request for a Change Order by the Project Manager and the Contractor.

5.1. Change Proposed by Project Manager

The Project Manager may issue a proposal request to the Contractor that includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time, if applicable, for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.

5.2. Change Proposed by Contractor

The Contractor may propose a change by submitting a request for change to the Project Manager, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time, if any, with full documentation and a statement describing the effect on work by separate or other contractors.

5.3. Change Order Review Process

All change order requests are reviewed by the Construction Manager (CM) resident engineer for propriety and adequacy of information. At a minimum the following information will be included in all change order requests:

- 5.3.1. A description and justification for the requested change(s) in relation to the original bid specifications.
- 5.3.2. Documentation, as required, of the subcontractors' itemized costs and/or credits.
- 5.3.3. The general contractor's summary of total costs and/or credits to affect the change order.
- 5.3.4. The basis for any requested change in the contract completion date.
- 5.3.5. The change requested is within authorized approved procurement authority.

The Construction Manager or resident engineer also examines the requested change order to determine that the request is justified and reasonable (via an independent cost estimate) and that the information provided is accurate and applicable to the work being performed and completed. Contingent upon the aggregate value of the change order the Construction Manager or resident engineer then submits the request to the Construction Manager or the Program Manager for review and approval. For requests with aggregate values exceeding the Program Manager's approval authority, the CM will forward the request to the Executive Director/CEO or Board of Directors for final approval. In all cases, change orders will be reviewed by the AVTA Change Order Review Board who will develop a final recommendation to the Executive Director/CEO and AVTA's Board of Directors to approve, ratify, or reject.

6. CONTRACTOR'S DOCUMENTATION

- 6.1. Maintain detailed records of work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the work.
- 6.2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
- 6.3. On request, provide additional data to support computations:
 - 6.3.1. Quantities of products, labor, and equipment.
 - 6.3.2. Taxes, insurance and bonds.
 - 6.3.3. Overhead and profit.
 - 6.3.4. Justification for any change in Contract Time.
 - 6.3.5. Credit for deletions from Contract, similarly documented.
- 6.4. Support each claim for additional costs, and for work completed on a time and material basis, with the following additional information:
 - 6.4.1. Origin and date of claim.
 - 6.4.2. Dates and times work was performed and by whom.
 - 6.4.3. Time records and wage rates paid.
 - 6.4.4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

7. FORMAT

The Project Manager (or designee) and/or Contracts Manager shall prepare two (2) originals of the Change Order and applicable copies, using AVTA standard format.

8. TYPES OF CHANGE ORDERS

- 8.1. Stipulated Sum Change Order: Based on proposal request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Project Manager.
 - 8.2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Orders.
 - 8.3. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits specified.
 - 8.4. Cancelled Change Order: The Project Manager may elect not to proceed with a proposed change if the cost and time impact of a proposed change order cannot be successfully negotiated and the proposed change is elective. In this case, the Contracts Manager and/or the Project Manager must notify the contractor in writing to cancel the proposed change order.
- 9.** Because change orders represent the awarding of work to a contractor without competitive bidding, no work that is not necessary to complete a project as originally intended shall be added to a project, but shall instead be contracted through AVTA 's competitive bidding process. Convenience or lower costs are not valid reasons to avoid the competitive bidding requirements of federal and state laws.
- 10.** FTA requirements governing changes states that the change must be within the scope of the original contract. If it is not within the scope, it is considered a "cardinal change." Such changes are not properly processed as change under the general changes clause, but are properly processed as new procurements according to the principles of FTA Circular 4220.1F or latest version, Section VI.3.i. – Procurement by Other Than Full and Open Competition. FTA requires a justification, cost analysis and profit negotiation.

11. AVTA Project Manager(s) and the Procurement and Contracts Officer will write and submit for approval all change orders to the Executive Director/CEO. The Project Manager shall negotiate with the contractor for prices to perform change orders and justify the fairness and reasonableness of the resulting agreed prices. This price justification shall be documented in the change order.
12. The Finance Department's Grants staff shall be provided copies of all change orders for capital funded projects.

13. FINAL CLOSEOUT CHANGE ORDER

A Final Closeout Change Order is the last change order issued for the project and is typically used to establish the final contract amount and contract completion date. The Final Closeout Change Order may also serve to document:

- 13.1. Compensation to the contractor for extra work items not covered by other change orders.
- 13.2. Credit to AVTA for deleted work items not covered by other change orders.
- 13.3. Adjustment of contract quantities for unit price projects.
- 13.4. Terms for settlement of outstanding issues.
- 13.5. Resolution of outstanding claims.
- 13.6. Resolution of contractor requests for equitable adjustment.
- 13.7. Final time extension (compensable or non-compensable).
- 13.8. Late contract completion and acknowledgement by the Contractor of its responsibility for the delay and liability for liquidated damages if applicable.
- 13.9. The body of the final close out change order form must include an indemnity clause and general release exclusion waiver by the contractor. The Final Closeout Change Order should be accompanied by required supporting documentation such as related drawing(s) and specification revisions, invoices, schedule analyses and other documents necessary to fully describe the change and its cost and/or time impacts.

14. ROLES AND RESPONSIBILITIES

- 14.1. **Project Manager (PM):** The PM is responsible for monitoring the scope of change orders, their impact on the Project's budget and schedule, and the nature of any disputes regarding time and/or schedule adjustments for negotiated change orders.
- 14.2. **Project Construction Manager (PCM)** The PCM (if applicable) is responsible, based on the delegated authority from the PM, for ensuring that change orders are finalized in a timely, efficient, and proper manner. Once the change order(s) have been approved the PCM or the PM or his or designee is responsible for overseeing the enforcement of the change order(s).
- 14.3. **Procurement and Contracts Officer (PCO):** It is the Procurement and Contracts Officer's responsibility to ensure that change orders are finalized in accordance with AVTA's procurement regulations and that the contract files have been properly documented, verifying all of the required approval levels and signatures; and issue the change order (s) in a timely manner for final execution or when necessary canceling of change order(s).

15. FINAL ACCEPTANCE AND SIGN-OFF

It is the responsibility of the Project Manager (or designee) to verify the final acceptance and process the final close-out change order. The Project Manager shall also obtain sign-off authorization from key stakeholders (e.g. Executive Director/CEO, Board of Directors if applicable) and provide documentation to the Finance Department's Grants staff for closing out any applicable grants.

16. TRAINING

The Procurement and Contracts Officer is responsible for training AVTA personnel in the processing of change orders.

17. PROJECT CLOSEOUT WORK SHEET

Project Title	_____	Contract No.	_____
Project Manager	_____	Contract Start Date	_____
Consultant	_____	Contract End Date	_____

Date: _____

CONTRACT CLOSEOUT PROCEDURE

Contract closeout begins when the contract has been physically complete, i.e., all services have been performed and products delivered. Closeout is completed when all administrative actions have been completed, all disputes settled, and final payment has been made. The process can be simple or complex depending on the contract type for cost-reimbursement contracts. This process requires close coordination between the Project Manager, procurement and contracting department/office, the finance office, the grants office (if applicable), and the Vendor/Contractor (See Appendix I). **Contract closeout (Contract close-out checklist (See Appendix I)) is an important aspect of contract administration.**

The contract audit process also affects contract closeout on cost-reimbursement contracts. Contract audits are required to determine the reasonableness, allowability, and allocability of costs incurred under cost reimbursement contracts. Although there is a pre-award audit of the contractor's proposal, there is a cost-incurred audit of the contractor's claim of incurred costs and a close out audit to reconcile the contractor's final claim under the contract to incurred costs previously audited. When there is a delay in completing the cost-incurred and closeout audits, contracting officials often cannot complete the closeout process for many cost reimbursement contracts. Although the FAR does allow agencies to use quick closeout procedures (desk reviews) to close some cost reimbursement contracts without a closeout audit, inconsistencies have been noted in the use of the procedures.

DEFINITIONS

Physically Complete - The time period for closing a contract is based upon both the type of contract and date of physical completion. A contract is considered to be physically complete when:

- ❑ The contractor has completed the required deliveries and AVTA has inspected and accepted the supplies.
- ❑ The contractor has performed all services and AVTA has accepted these services.
- ❑ All Option provisions, if any, have expired.
- ❑ AVTA has given the contractor a notice of complete contract termination.
- ❑ Facilities contracts and rentals, use and storage agreements are considered to be physically complete when AVTA has given the contractor a notice of complete contract termination.
- ❑ The contract period has expired

Firm Fixed Price (FFP) Type contract - Provides for a price that is not subject to any adjustment on the basis of contractor's cost experience in performing the contract. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties.

Time-and-Material and Labor-Hour (TMLH) Type Contract - Provides for acquiring supplies or services on the basis of (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) materials at cost, including, if appropriate, material handling costs as part of material costs. Time and material contracts provide for a ceiling price that the contractor exceeds at its own risk.

Cost Reimbursement Type Contract - Provides for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed without the approval of the Contracting Officer, except at the contractor's own risk.

DISPOSAL OF CONTRACT FILES

Documentation in the contract files shall be sufficient to constitute a complete history of the transaction for the purpose of: (1) providing a complete background as a basis for informed decisions at each step in the acquisition process; (2) supporting actions taken; (3) providing information for reviews and investigations; and (4) furnishing essential facts in the event of litigation or congressional inquiries.

The FTA's Best Practices Procurement Manual and FAR specifies that official contract files shall consist of only original, authenticated (certified as true copy by signature of authorized personnel or official seal) or conformed (complete and accurate, including the date signed, names, and titles of parties who signed them) copies of contractual instruments as well as signed or official record copies of correspondence, memoranda, and other documents.

A completed contract is one that is both physically and administratively complete. A contract is *physically complete* only after all deliverable items and services called for under the contract have been delivered and accepted by the grantee. These deliverable items include such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms). These deliverable items may or may not have been priced as discrete pay items in the contract, but they are required deliverables, and the contract is not physically complete until all deliverables are made. A contract is *administratively complete* when all payments have been made and all administrative actions accomplished. The steps that must be completed to close out a contract will depend upon the type and/or nature of the contract.

File Retention Periods

Function	Retention Period
Policies and Procedures	Superseded plus 7 years
Inventory Information Systems	Superseded plus 7 years
Agendas	Permanent
Claim and Litigation Logs	Permanent
Claim and Litigation Case Records	Claim Resolution plus 10 years, unless paid with grant. Retain per grant.
Contracts and Agreements Excludes Construction Capital Improvement Projects and Interagency MOUs	Termination of contract plus 5 years except contracts paid for with grant funds
Contracts and Agreements Includes Construction Capital Improvement Projects (Construction includes executed agreement, insurance certificates, and working file)	Permanent
Interagency MOUs	Permanent
Legal Advertising	Matter closed plus 5 years except projects paid for with grant funds. Grant requirements takes precedence
Authorizations – Grant Related	Retain per grant retention period
FTA – Procurement System Review	7 years unless grant specifies longer retention period

Bids – Goods & Services – IFBs, RFQs, RFPs	Contract termination plus 5 years except RFQs, RFPs paid for with grant funds
Successful IFBs, RFQs and RFPs relating to construction of capital improvements projects.	Permanent
Unsuccessful IFBs, RFQs and RFPs	Active contract plus 2 years
Cancelled Solicitations	Active contract plus 2 years
Purchase Orders – Individual Purchases	Annual financial audit plus 5 years except records related to grant funds
Purchase Orders – Related to Executed Contracts	See Contracts and Agreements; minimum retention audit plus 5 years

ADDITIONAL PURCHASING REQUIREMENTS

8000 ADDITIONAL PURCHASING REQUIREMENTS

Accurate and consistent contract administration is critical to ensuring that AVTA meets its responsibility to uphold public trust and maximize the value of public funds by using them as efficiently and cost-effectively as possible. The following requirements must be adhered to:

1. TAG-ONS

A tag-on is the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded. In accordance with federal regulations, the use of tag-ons is strictly prohibited.

2. PIGGYBACKING (where the contract resulted from an open and competitive advertisement, evaluation, and award).

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment, or services. AVTA, where possible, will seek to take advantage of existing contracts awarded by other governmental entities for goods and services.

2.1. Reference is made to AVTA's Piggybacking Worksheet (See Appendix I), which must be completed and placed in the contract file.

3. FEDERAL COST PRINCIPLES

Costs or prices based on estimated costs for contracts funded through Federal grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal Cost Principles (Federal Acquisition Regulations, Part 31). AVTA may reference its own cost principles that comply with applicable Federal cost principles.

4. PROHIBITION AGAINST ADVANCE PAYMENTS

Advance payments are payments made to a contractor before the contractor incurs contract costs. AVTA may only use its local share funds for advance payments.

4.1. FTA must indicate its general interest in the project before AVTA may use FTA assistance or reimburse project costs, or use local share funds for project costs.

5. PROGRESS PAYMENTS

Progress payments are payments for contract work that has been completed. AVTA may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

5.1. Forms of Adequate Security for Progress Payment

Adequate security may include taking title or obtaining a letter of credit, performance and/or payment bond or taking equivalent measures to protect AVTA's financial interest in the progress payment.

5.2. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method.

6. PROCUREMENT DEPARTMENT FILES

The Procurement and Contracts Officer in conjunction with Records & Information Management staff maintains a procurement history file for each applicable acquisition and provides an audit trail from the initiation of a purchasing requirement through to contract closeout (See Appendix I and II).

The following is a partial list of forms, which may be updated through legislative regulations. Procurement and Contracts Staff may update the requirements on an on-going basis. Where applicable, the files shall include the following information and is listed in sequential order:

- 6.1. Micro-Purchase Form
- 6.2. Independent Cost Estimate (ICE) Form
- 6.3. Method of Procurement Decision Matrix Form
- 6.4. Request for Advertisement Form
- 6.5. Mailing List
- 6.6. Solicitation Document (RQ, IFB, RFP, RFQ, etc.) and Addenda, if any
- 6.7. Pre-Bid or Proposal Conference/Meeting Attendance Sign-in Form
- 6.8. Solicitation Opening - Attendance and Log of Responses Forms
- 6.9. Responses Received
- 6.10. Rejected Responses
- 6.11. Rolling Stock / Bus Procurements – Pre-award and Post-delivery audits

- 6.12. Tabulation/Evaluation Forms
- 6.13. Vendor Reference Check Form
- 6.14. Cost/Price Analysis Form
- 6.15. Responsibility Determination Form
- 6.16. Responsiveness Determination Form
- 6.17. System for Award Management (SAM) – Print-out recommended vendor
- 6.18. Non-Competitive/Sole Source Procurement Justification & Approval Form, if required
- 6.19. Board Agenda/Approval
- 6.20. Correspondence (award and non-award letters, emails, etc.)
- 6.21. Written Record of Procurement History
- 6.22. Contract/Purchase Order/Notice to Proceed / Insurance Certificate / Bonding
- 6.23. Contract Amendments/Change Orders/Task Orders
- 6.24. All other related correspondence

7. COOPERATIVE PURCHASE PROGRAMS

- 7.1 Cooperative Purchase Programs were established to enable governmental entities to take advantage of discount pricing available through volume purchases associated with this procurement method.
- 7.2 AVTA shall have the authority to enter into cooperative, joint and interstate agreements for the procurement of goods, service or construction services established by the AVTA, California State Office of Procurement and other units of government under terms mutually agreed upon that use procurement methods substantially equivalent to those set forth in this Policy.
- 7.3 AVTA may participate in, sponsor, conduct, or administer cooperative, joint, and interstate cooperative procurements to establish contracts or price agreements for goods, services or construction services that use source selection methods substantially equivalent to those set forth in this Policy.
- 7.4 Staff will evaluate each proposed agreement through open market research to determine lowest responsive and responsible agreement that best meets AVTA's requirements and specifications.

7.5 Upon a final determination, staff will either recommend approval or disapproval of said agreement.

8. Use of Options

An AVTA contract with options shall utilize the following standards when evaluating the options during the initial selection:

8.1. **Evaluation of Options.** Staff will evaluate bids or offers for any offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract has been awarded;

8.2. **Evaluation Not Required.** Staff need not evaluate bids or offers for any option quantities when the AVTA determines that evaluation would not be in the agency's best interest.

All options must be exercised in accordance with the terms and condition of the original contract. The option price must be better than the market price or the more advantageous offer when exercised.

APPENDIX I - PROCUREMENT POLICY RELATED FORMS

(Forms listed are not all-inclusive and are subject to change, as required by FTA)

1. Procurement Policy Certification
2. Agency Credit Card Policy
3. Piggybacking Worksheet
4. Contract Close Out Checklist
5. CAL-Card Acknowledgement and Responsibility

APPENDIX II - PROCUREMENT RELATED FORMS

(Forms listed are not all-inclusive and are subject to change, as required by FTA)

1. TO-RQ-IFB-RFP-RFQ Files Checklist Form
2. Micro-Purchase Fair-Reasonable Form
3. Independent Cost Estimate Form
4. Method of Procurement Decision Matrix Form
5. IFB - Request For Ad Form
6. RFP - Request For Ad Form
7. RFQ - Request For Ad Form
8. Request For Quote Form
9. RQ Addendum Form
10. IFB Addendum Form

11. RFP Addendum Form
12. RFQ Addendum Form
13. RQ - Pre-quote Conference Attendance Form
14. IFB - Pre-bid Conference Attendance Form
15. RFP - Pre-Proposal Conference Attendance Form
16. RFQ - Pre-Proposal Conference Attendance Form
17. RQ - Opening Attendance Form
18. IFB - Opening Attendance Form
19. RFP - Opening Attendance Form
20. RFQ - Opening Attendance Form
21. IFB - Opening - Log of Responses Form – Const
22. IFB - Opening - Log of Responses Form
23. RFP - Opening- Log of Responses Form
24. RFQ - Opening- Log of Responses Form
25. RQ - Tabulation Form
26. IFB - Tabulation Form
27. RFP-RFQ Evaluator Confid-Conflict Agmt Part 1
28. RFP-RFQ Evaluator Confid-Conflict Agmt. Info Sheet Part 2
29. RFP-RFQ Rating Instructions
30. RFP-RFQ Evaluator Scoring Sheets - Written
31. RFP-RFQ Combined Evaluator Scoring Sheets
32. Vendor Reference Check Form
33. Cost Analysis Summary Form
34. Price Analysis Form
35. Responsibility Determination Form
36. Responsiveness Determination Form
37. Non-Competitive Sole Source Procurement Form
38. Written Record of Procurement History Form
39. Change - Task Order Request - Proposal Form

APPENDIX I - PROCUREMENT POLICY RELATED FORMS

(Forms listed are subject to change, as required)

ATTACHMENT NO. 1 PROCUREMENT POLICY CERTIFICATION FORM

Acknowledgement and Responsibility

As a member of the Antelope Valley Transit Authority's Acquisition Team, the undersigned certifies that they had read, understand and will comply with all processes and requirements stated in AVTA's Procurement Policy and Procedures Manual.

The employee also understands this certification is valid for a one year period from the date indicated below and will be renewed annually while employed at AVTA and a part of the Acquisition Team.

I understand that if I violate this agreement and/or AVTA's Procurement Policy and Procedures Manual, I may be subject to disciplinary action.

Employee Printed Name

Employee Signature

Department

Date

EMPLOYEES ARE STRONGLY ENCOURAGED TO RETAIN A COPY OF THE POLICY FOR THEIR RECORDS AND FOR FUTURE REFERENCE.



ATTACHMENT NO. 2 AGENCY CREDIT CARD POLICY

Policy No:	Subject: AGENCY CREDIT CARDS		
Policy Effective Date: July 1, 2011		Revision/Date: July 24, 2018	
Date Approved: June 28, 2011	Approved by: Executive Director/CEO/Board of Directors		Page: 1 of 4

POLICY

The purpose of this policy is to describe the criteria in which Agency credit cards are issued and appropriate business uses. Since it is not possible to set forth specific guidance for every allowable circumstance for using the Agency credit cards, users should exercise good business judgment when incurring expenses.

DEFINITIONS

The Authority or Agency: Antelope Valley Transit Authority, a public agency formed as a Joint Powers Authority (JPA) composed of the City of Lancaster, the City of Palmdale, and the County of Los Angeles.

GUIDELINE

The AVTA will issue AVTA credit cards to certain employees for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Any credit card the AVTA issues to an employee must be used for business purposes only, in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the AVTA) with their own funds or personal credit cards. The AVTA will not regard expenses for one's own business-related use, such as lodging and meals while on AVTA-approved business trips, as personal purchases, as long as such expenses are consistent with the AVTA's Travel, Training and Expense Reimbursement Policy.

If any employee uses an AVTA credit card for personal purchases in violation of this policy, the employee is financially responsible for such expenses and the amount of such purchases must be paid to the AVTA within 24 hours. If an employee uses a AVTA credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the AVTA's part that is not within the scope of the employee's duties or the employee's authorization to make business-related

purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the AVTA on a schedule determined by the AVTA in its reasonable discretion

In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with an AVTA credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

Purchases made by credit card must be business related. Credit cards should be used when traveling on Agency business, when an Agency issued check is not an accepted form of payment or for emergencies when purchase of an item or service must be made and paid for immediately. AVTA's purchasing policies and procedures must be followed at all times. Using the Agency credit card should not by-pass or circumvents the established purchasing policies and procedures.

Authorized Users

Use of AVTA issued credit cards is a privilege, which AVTA may withdraw in the event of serious or repeated abuse. The Executive Director/CEO determines which position within the Agency and which employee is issued an Agency credit card.

1. **Positions:** The Executive Director/CEO, Director of Finance and Administration and Director of Development Services/DBE Liaison Officer are issued credit cards to ensure daily operations run smoothly and continually. These positions have authority to make emergency purchases.
2. **Staff Members:** The Director of Finance and Administration may request other staff members be issued an Agency credit card. Approval of the credit is given by the Executive Director/CEO and the credit limit and the single transaction amount levels may be lower.
3. **Approval Authority:** The Executive Director/CEO may authorize purchases for all other areas of the Agency. The Director of Operations and Maintenance and all other users are authorized to make credit card purchases for their area of responsibility only.
4. **Delegated Use of Credit Card:** Delegating the use of an Agency issued credit card should be avoided whenever possible. The authorized user is responsible for all purchases and expenses incurred on the credit card as well as compliance with the policy. To control expenses and misuse of the credit card, purchases must be made by the authorized user.
5. **Credit Check:** A credit report will be run for all employees requesting or requiring an Agency credit card. Employees may request a copy of the credit report. If the credit report shows delinquent accounts or bankruptcy, a credit

card will not be issued until the employee has cleared the delinquent accounts or bankruptcy or has submitted an acceptable and confidential letter of explanation to the Executive Director/CEO. The Executive Director/CEO in their sole discretion may deny or approve issuing the credit card.

Credit Limits and Transaction Levels

The Authority restricts the credit limit and single transaction amounts to ensure compliance with the provisions of the Joint Powers of Authority agreement as well as AVTA's internal controls.

1. **Credit Limits:** The Executive Director/CEO has a credit limit of \$15,000 for routine purchases and \$150,000 for emergency purchases of goods and/or services; the Director of Finance and Administration and the Director of Development Services/DBE Liaison Officer each have a credit limit of \$75,000 for emergency purchases only. The Executive Administrative Assistant is assigned a credit card for routine purchases and travel related expenses.

2. **Single Transactions:** The Executive Director/CEO has a single transaction limit of \$75,000 for emergency purchases and \$15,000 for routine purchases; the Director of Development Services/DBE Liaison Officer, Director of Finance and Administration have a single transaction limit of \$15,000 for emergency purchases. In addition, Executive Administrative Assistant has been assigned a single transaction limit of \$5,000.00, upon approval by Executive Director/CEO, Director of Development Services/DBE Liaison Officer, Director of Finance and Administration, or AVTA Directors.

Purchasing Supplies & Services

All authorized credit card users are expected to follow the Agency's purchasing policies and procedures at all times. All users should plan each purchase in accordance with the policies and procedures using purchase orders and Agency payments terms whenever possible. Credit card purchases should be limited to emergencies, exceptions to the purchasing policy and when traveling on business.

Unauthorized Expenses

The following are examples of expenses, which generally are not allowable. Any exceptions must be pre-approved by the Director of Finance and Administration or the Executive Director/CEO.

- Personal travel including airfare, lodging, meals, and rental car.
- Gifts to employees/employee relatives for special occasions such as new baby, wedding, illness, etc. The Agency will send flowers and/or gifts to

employees/employee relatives. Requests for gifts should be made through your manager or next level manager.

- Gasoline, insurance premiums, or maintenance and repairs for the use of a personal automobile (mileage is reimbursed per IRS guidelines).

PROCEDURE

Purchases made by credit card must be immediately reported to the Finance Department by submitting the itemized receipt and any additional documentation to determine proper coding to the general ledger for the expense.

The Accounting Supervisor reconciles and audits the monthly credit card statement and monitors proper use of the credit cards in accordance with the current Purchasing Policy and Internal Control Policy and Procedures.

FORMS

Travel Reimbursement Request

Purchasing Policy Internal Control Policy & Procedure



**AGENCY CREDIT CARD POLICY
EMPLOYEE ACKNOWLEDGEMENT**

1. I _____, hereby acknowledge that I have received, read, and understand the **Credit Card Policy** that covers the use and limits of an Agency issued credit card. I have received this policy in its entirety and in its unmodified form as presented herein and will abide by this Policy.
2. I have had an opportunity to ask questions about and received an explanation on this policy.
3. I understand and accept that violations of any part or portions of this Policy can result in disciplinary action up to and including termination of my employment.
4. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the AVTA) in violation of this policy, I am financially responsible for such expenses and the amount of such purchases must be paid to the AVTA within twenty-four (24) hours. I further agree that if I make any non-personal transactions in violation of this policy (i.e., incur financial liability on the AVTA's part that is not within the scope of my duties or my authorization to make business-related purchases), I am financially responsible for any such expenses and agree to reimburse the AVTA for such expenses on a schedule determined by the AVTA in its reasonable discretion.
5. I understand and agree that neither the Policy nor my signing of this Acknowledgement has created an employment contract between Antelope Valley Transit Authority and me.

Employee Name (Print)

Employee Signature

Date

Witness Signature

This signed acknowledgement is placed in your personnel file.

EMPLOYEES ARE STRONGLY ENCOURAGED TO RETAIN A COPY OF THE POLICY FOR THEIR RECORDS AND FOR FUTURE REFERENCE.



**ATTACHMENT NO. 3
PIGGYBACKING WORKSHEET**

Definition: Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

Re: _____

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		

WORKSHEET	YES	NO
8. Does your state law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F or latest version, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Prepared by: _____ Date: _____



**ATTACHMENT NO. 4
CONTRACT CLOSE-OUT CHECKLIST**

APPLICABILITY			CHECKLIST ITEMS
Y	N	N/A	
			1. Review contract data and confirm all deliveries accepted.
			2. Review applicable federal contract clauses and certification forms are included.
			3. Identify and de-obligate excess funds.
			4. Complete any price revisions.
			5. Ensure the prime Contractor settles all subcontracts.
			6. Indirect costs are settled.
			7. Ensure there are no outstanding value engineering change proposals (VECP).
			8. Vendor/Contractor Affidavit of Release of Liens.
			9. Resolution of all contract changes, claims & final quantities.
			10. Prior year indirect cost rates are settled.
			11. Performance of all inspections.
			12. Submission of all required documentation by Vendor/Contractor.
			13. Contractor's final invoice and lien releases haven been submitted.
			14. Contract audit is completed.
			15. Contractor Performance Evaluation Report completed if applicable.

Certification: I certify that all required contract administration actions, as listed above, have been fully and satisfactorily completed.

Project Manager Signature

Date

Contract & Procurement Officer Signature

Date



ATTACHMENT NO. 5
CARDHOLDER ACKNOWLEDGEMENT AND RESPONSIBILITY FORM
(Board Approved 8/28/12)

The CAL-Card purchase card number _____, has been assigned to _____.

By signing this form, the above named person acknowledges they are responsible for the security of the card and for the appropriate use of this card for departmental/official purchases only. **No personal purchases are allowed.** Furthermore, they have attended training and understand their agency's policies and procedures.

The cardholder understands this card is valid only while employed in this Agency; upon termination of employment or transfer to another department/agency the cardholder must relinquish this card to the assigned CAL-Card Program Administrator for their agency.

Cardholder Printed Name

Cardholder Signature

Department

Date

APPENDIX II - PROCUREMENT RELATED FORMS

(Forms listed are subject to change, as required)

ATTACHMENT 1 - PROCUREMENT REQUIRED DOCUMENTATION AND FILE CHECK LIST FORM

The following items are listed in sequential order			The following are required documentation for each procurement type.							
Item No.	Description	Forms	<\$3,000	Purchases between \$3,000 and \$75,000	All Purchases above \$75,000			All purchases over \$3,000	Contracts over \$75,000	Filed (check box)
			Micro-Purchase	Request for Quote	Invitation for Bid	Request for Proposals	Request for Qualifications	Non-Competitive Procurement	Task Orders	
1.	Micro-Purchase Form	1. Micro-Purchase-Fair-Reasonable Form	X							
2.	Unbudgeted Item Process Form	1. Unbudgeted Project Initiation & Approval Form		X	X	X	X	X	X	
3.	Independent Cost Estimate (ICE)	1. Independent Cost Estimate Form		X	X	X	X	X	X	
4.	Procurement Determination Form	1. Method of Procurement Decision Matrix Form		N/A	X	X	X	X	X	
5.	Solicitation / Contract Number	1. Procurement/Contracts Office provides No.		X	X	X	X	X	X	
6.	Advertisement of Solicitation	<u>IFBs, RFPs, RFQs (Posted to Planet Bids (PB))</u> 1. Request for Ad Form – Sent to Newspaper			X	X	X			
7.	Mailing list (2 or more vendors)	Includes hardcopy and emailed list, plus registered PB vendor downloads, if any.		X	X	X	X			
8.a. 8.b.	Solicitation Document (RQ/IFB/RFP/RFQ), and Addendum (if any) Include written specifications that are accurate, clear and complete.	1. Request for Quote (RQ), or Invitation for Bid (IFB), or Request for Proposals (RFP), or Request for Qualifications (RFQ). 2. Addenda (if any).		X	X	X	X			
9.	RQ/IFB/RFP/RFQ Pre-Quote / Pre-Bid / Pre-Proposal Conference	1. Pre-Bid / Proposal Conference Attendance List Form (optional or mandatory)		Optional	X	X	X			
10.	Opening – attendance sign-in sheet, log of responses	1. Solicitation Opening Attendance Sign-in Form 2. IFB/RFP/RFQ/RQ - Solicitation Opening Log of Responses Form		Optional	X	X	X			
11.	Responses Received	1. List files alphabetically. 2. Provide written documentation (call, email) of the reasons vendors didn't submit a response.		X	X	X	X			
12.	Rejected Responses	1. Copy cover of responses and send rejection letters stating reason. Note all occurrences and reasons for rejections in item 23.		X	X	X	X			

The following items are listed in sequential order			The following are required documentation for each procurement type.						
Item No.	Description	Forms	Request for Quote	Invitation for Bid	Request for Proposals	Request for Qualifications	Non-Competitive Procurement	Task Orders	Filed (Check box)
13.	Evaluations – RQ / IFB, or RFP / RFQ	1. RQ / IFB Tabulation Form, or RFP/RFQ 1. Confidentiality / Conflict of Interest Form 2. Evaluator's Scoring Sheet 3. Combined Evaluators Scoring Sheet	X	X	X	X			
14.	Vendor Reference Checks	1. Print out form. Send by mail, email, fax or call references listed in the solicitation response. Call reference if no response is received and record it.	Optional	X	X	X	X		
15.	Disadvantage Business Enterprise (DBE). Only used if claiming DBE on federal project	1. Print-out Caltrans DBE search from www.dot.ca.gov/hq/bep/find_certified.htm and provide documentation.	Optional	Optional	Optional	Optional	Optional	X	
16.a. 16.b.	a. Price Analysis, b. Cost Analysis (See Procurement Manual page 35 or forms for complete definitions)	1. Price Analysis Form - If commercial pricing not available or verifiable from multiple sources proceed with 2. 2. Cost Analysis Form - Evaluates an offer's cost & profit elements.	X	X	X	X	X	X	
17.a. 17.b.	Responsibility Determination Form, and Responsiveness Determination Form	1. Responsibility Determination Form, and 2. Responsiveness Determination Form	X	X	X	X	X	X	
18.	System Award Management (SAM)	1. Print-out the following: 1) FTA Debarment search from www.sam.gov (SAM); 2) CA DIR Contractor Lic; 3) DIR Workers' Comp Reg; 4) DIR PWC-100.	X	X	X	X	X	X	
19.	Non-Competitive/Sole Source Procurement Form (if applicable)	1. Non-Competitive (Sole Respondent) / Sole Source Procurement Justification & Approval	Optional	Optional	Optional	Optional	X	X	
20.	Staff Report for Board - Approval	1. Provide for amounts greater than \$75,000	N/A	X	X	X	X		
21.	Notification Letters (award and Non-award letters, emails, etc.)	1. File is organized by date and in sequential order	X	X	X	X	X		
22.	All Related Correspondence	1. Emails, etc.	X	X	X	X	X	X	
23.	Written Record of Procurement	1. Document all actions and exceptions that occurred during the procurement. Include date time & subject and outcome and person writing the record.	X	X	X	X	X	X	
24.a. 24.b. 24.c.	Contract / Task Order Purchase Order Notice to Proceed	1. Executed Contract with Exhibits 2. Insurance Certificates with Endorsements 3. Bonding, if required	Contract Optional	X	X	X	Contract Optional	X	

The following items are listed in sequential order			The following are required documentation for each procurement type.					
Item No.	Description	Forms	Request for Quote	Invitation for Bid	Request for Proposals	Request for Qualifications	Non-Competitive Procurement	Filed (check box)
	Contract Amendment / Change Order – Required Process	Required actions to be followed listed below:						
25.a. 25.b.	Contract Amendment / Change Order (If required)	1. List all required work and/or review proposed work for applicability to project and completion of work.	Optional	Optional	Optional	Optional	Optional	
26.	Independent Cost Estimate (ICE)	1. Independent Cost Estimate Form	X	X	X	X	X	
27.	Procurement Determination Form	1. Method of Procurement Decision Matrix Form with justification that shows added work be within the solicitation's original Scope of Work	X	X	X	X	X	
28.	Disadvantage Business Enterprise (DBE). Only used if claiming DBE on federal project	1. Print-out Caltrans DBE search from www.dot.ca.gov/hq/bep/find_certified.htm and provide documentation.		Optional	Optional	Optional	Optional	
29.a. 29.b.	a. Price Analysis, b. Cost Analysis (See Procurement Manual page 35 or forms for complete definitions)	1. Price Analysis Form - If commercial pricing not available or verifiable from multiple sources proceed with 2. 2. Cost Analysis Form - Evaluates an offer's cost & profit elements.	X	X	X	X	X	
30.a. 30.b.	Responsibility Determination Form, and Responsiveness Determination Form	1. Responsibility Determination Form, and 2. Responsiveness Determination Form	X	X	X	X	X	
31.	System Award Management (SAM) (Contractors and Subcontractors)	1. Print-out the following: 1) FTA Debarment search from www.sam.gov (SAM); 2) CA DIR Contractor Lic; 3) DIR Workers' Comp Reg; 4) DIR PWC-100.	X	X	X	X	X	
32.	Non-Competitive/Sole Source Procurement Form (if applicable)	1. Non-Competitive (Sole Respondent) / Sole Source Procurement Justification & Approval	X	X	X	X	X	
33.	All Related Correspondence	1. Emails, etc.	X	X	X	X	X	
34.	Written Record of Procurement	1. Document all actions and exceptions that occurred during the procurement. Include date time & subject matter, outcome and person writing the record. Record under item no. 23, "Part B – Contract Amendment/Change Order/Task Order Process:"	X	X	X	X	X	
35.	Staff Report Required (ED >\$75,000)	Board approval required for changes over \$75,000	X	X	X	X	X	
36.a. 36.b.	Contract Amendment / Change Order / Purchase Order / Notice to Proceed	1. Executed Amendment / Change Order / Purchase Order / Notice to Proceed.	X	X	X	X	X	



ATTACHMENT 2

**MICRO-PURCHASES <\$3,000
FAIR AND REASONABLE PRICE DETERMINATION FORM**

Funding Type: Federal (FTA) State (CA) Local Combination

PLEASE CHECK THE APPLICABLE BOX FOR THIS PURCHASE:

I hereby determine the price found is fair and reasonable based on at least one of the following:

- Found reasonable on most recent purchase (within 30 days).
- Obtained from past purchase (not exceeding six (6) months).
- Obtained from current catalog or published price list.
- Obtained from internet search.
- Commercial market sales price from advertisements or in store pricing.
- Personal knowledge of item purchased.
- Regulated price (electric/water/sewer/phone/cable/waste disposal, etc).
- Other (specify):

PLEASE ATTACH THE APPLICABLE ITEMS FOR THIS PURCHASE:

- Copy of purchase order, quotes, catalog page, price list, print screen, etc.**

Department Initiator

Date



**ATTACHMENT 3
INDEPENDENT COST ESTIMATE (ICE) FORM**

RQ/IFB/RFQ/RFP

No.: _____ Title: _____

Grant Funding: Federal Local State Combination. Date of Estimate: _____

Scope of Work or description of goods and/or services: _____

Method of Obtaining the ICE / Material or Project Estimate:

In accordance with the Scope of Work listed above, estimate(s) for costs of this purchase were obtained from at least two (2) sources, if possible: (Please check the applicable box (es) that applies to this purchase.)

- Current Catalog / Published Price List (date): _____
- Current/Past AVTA Procurement/Contract: _____
- Current/Past Outside Agency Procurement/Contract: _____
- Architectural, Engineering or Technical Estimate: _____
- Independent / Third-party / Consultant Estimate: _____
- Internet Search Performed to Determine Estimate: _____
- Other: _____

Cost Estimate Details: (Attach all supporting documentation that were used to support ICE estimate)

A. Cost of Standard Commercial Items (US Dollars)

Product Model	Product Cost Ea. (\$)	Freight Cost Ea. (\$)	Quantity	Total	Notes
• Preparer Shall Hand Write the Grand Total Amount					

B. Cost of Consultant/Vendor Services, Repairs, or Non-Standard Items (US Dollars)

Materials / Product	Other Direct Costs (\$)	Vendor Fee / Rate (\$)	Est. Hours	General Overhead	Profit	Total
• Preparer – Shall Hand Write the Grand Total Amount						

The cost estimate for this project is: _____

Preparer's Signature: _____

Please check the appropriate boxes listed below:

- Estimated pricing is found to be fair and reasonable. Estimated pricing is applicable to the Scope of Work.



**ATTACHMENT 4
METHOD OF PROCUREMENT DECISION MATRIX FORM**

Solicitation Number:

Solicitation Title:

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method. The planned type of contract can be added to this checklist.

Micro-purchase <\$3,000

- Competition not required but is encouraged
- Must rotate awards to a varying vendor pool.

Small Purchase \$3,000 to \$75,000

- Not an emergency
- Provide RQ with same written information to all vendors
- Specification must be clear concise and accurate
- Record two or more received written quotes from vendors.

Non-Competitive / Sole Source Procurement

- Unique Capability or Availability:
- OEM, Custom, Only One Source, OR
- Patents or Restricted Data Rights, OR
- Substantial Duplication Costs, OR
- Single Bid or Single Proposal:
- Competition adequate after Solicitation, OR
- Competition inadequate after Solicitation, OR
- Emergency/Public Exigency
- Approved by FTA

Type of Contract

- Fixed Price
- Firm fixed Unit Prices
- Fixed Fee, Plus Approved Costs
- Time and Materials (T&M)

Sealed Bid (IFB) >\$75,000

- Complete and adequate specifications or description
- Two or more responsible bidders willing to compete
- Selection can be made on the basis of price alone
- Firm fixed price contract is used
- No discussion with bidders required after receipt of bids

Competitive Proposals (RFP / RFQ) >\$75,000

- Complete specifications not feasible
- Proposer Input needed
- Two or more responsible proposers willing to compete
- Discussions needed with proposer after receipt of proposals
- Fixed price can be set after discussions, OR
- a cost reimbursement contract is determined

Justification for Time & Materials Type Contract (if used)

Antelope Valley Transit Authority Staff Date

**ATTACHMENT 5
REQUEST FOR ADVERTISEMENT FORM**

TO: Attn: Legal Ad Section
Alison Adams
Legal Advertising Coordinator
Valley Press
44939 10th St. West
Lancaster, CA 93534

Date:
Email to: legals@avpress.com
Ph: (661) 940-1000
Fax: (661) 949-3593

Please run the following Public Notice advertisement, as indicated below, under your "CALL FOR BID" section:

**PUBLIC NOTICE
INVITATION FOR BID
ANTELOPE VALLEY TRANSIT AUTHORITY**

IFB NO.: [Insert Number]

IFB CLOSING DATE: [Insert Month] [Insert Day], 2016

IFB TITLE: [Insert Title of Procurement]

IFB NOTICE: Notice is hereby given that sealed bids shall be received by the **Contract and Procurement Office, 42210 6th Street West, Lancaster, California, 93534** until **3:00 p.m. California** [Insert Daylight or Standard] **Time**. All bids received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., small conference room, 42210 6th Street West, Lancaster, California, 93534.

Antelope Valley Transit Authority (Authority) may reject any bids not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all bids, if the Authority finds it is in the public interest to do so.

IFB DESCRIPTION: [Insert Procurement Description]

MANDATORY / OPTIONAL PRE-BID CONFERENCE MEETING: [Insert Address and Location] [or delete if not used.]

IFB documents and specifications may be obtained at Antelope Valley Transit Authority, Attn: Lyle A Block CPPB, Contract and Procurement Officer, 42210 6th Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: LBlock@avta.com or website: www.avta.com

FINANCE DEPARTMENT

VALLEY PRESS / OUR WEEKLY - DO NOT PUBLISH INFORMATION BELOW THIS LINE.

***Publish:** [Month], [Day], [Day], [Day], [Day], 2014 Please furnish Proof of Publication.

****Bill to:** Antelope Valley Transit Authority, Finance Department, Accounts Payable, 42210 6th Street West, Lancaster, California, 93534 or email copies to: INVOICES@AVTA.COM

Date	Time Due	Ad Publish Date
Thursday	4:00pm	Monday
Friday	11:00am	Tuesday
Monday	11:00am	Wednesday
Tuesday	11:00am	Thursday
Wednesday	11:00am	Friday
Thursday	9:00am	Saturday
Thursday	2:00pm	Sunday

**ATTACHMENT 6
REQUEST FOR ADVERTISEMENT FORM**

TO: Attn: Legal Ad Section
Alison Adams
Legal Advertising Coordinator
Valley Press
44939 10th St. West
Lancaster, CA 93534

Date:
Email to: legals@avpress.com
Ph: (661) 940-1000
Fax: (661) 949-3593

Please run the following Public Notice advertisement, as indicated below, under your "CALL FOR BID" section:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
ANTELOPE VALLEY TRANSIT AUTHORITY**

RFP NO.: [Insert Number]

RFP CLOSING DATE: [Insert Month] [Insert Day], 2014

RFP TITLE: [Insert Title of Procurement]

RFP NOTICE: Notice is hereby given that sealed proposals shall be received by the **Contract and Procurement Office, 42210 6th Street West, Lancaster, California, 93534** until **3:00 p.m. California** [Insert Daylight or Standard] **Time**. All Proposals received in proper form shall be publicly opened on the same day at 3:00 p.m., recording the proposer's name(s) submitting an offer, small conference room, 42210 6th Street West, Lancaster, California, 93534.

Antelope Valley Transit Authority (Authority) may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals, if the Authority finds it is in the public interest to do so.

RFP DESCRIPTION: [Insert Procurement Description]

MANDATORY/ OPTIONAL PRE- [Insert Address and Location] [or delete if not used.]
PROPOSAL CONFERENCE:

RFP documents and specifications may be obtained at Antelope Valley Transit Authority, Attn: Lyle A Block CPPB, Contract and Procurement Officer, 42210 6th Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: LBlock@avta.com, or website: www.avta.com

FINANCE DEPARTMENT

VALLEY PRESS / OUR WEEKLY - DO NOT PUBLISH INFORMATION BELOW THIS LINE.

***Publish:** [Month], [Day], [Day], [Day], [Day], 2014

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Wednesday	11:00am	Friday
Thursday	9:00am	Saturday
Thursday	2:00pm	Sunday

**ATTACHMENT 7
REQUEST FOR ADVERTISEMENT FORM**

TO: Attn: Legal Ad Section
Alison Adams
Legal Advertising Coordinator
Valley Press
44939 10th St. West
Lancaster, CA 93534

Date:
Email to: legals@avpress.com
Ph: (661) 940-1000
Fax: (661) 949-3593

Please run the following Public Notice advertisement, as indicated below, under your "CALL FOR BID" section:

**PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
ANTELOPE VALLEY TRANSIT AUTHORITY**

RFQ NO.: [Insert Number] **RFP CLOSING DATE:** [Insert Month] [Insert Day], 2014

RFQ TITLE: [Insert Title of Procurement]

RFQ NOTICE: Notice is hereby given that sealed proposals shall be received by the **Contract and Procurement Office, 42210 6th Street West, Lancaster, California, 93534** until **3:00 p.m. California** [Insert Daylight or Standard] **Time**. All Proposals received in proper form shall be publicly opened on the same day at 3:00 p.m., recording the proposer's name(s) submitting an offer, small conference room, 42210 6th Street West, Lancaster, California, 93534.

Antelope Valley Transit Authority (Authority) may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals, if the Authority finds it is in the public interest to do so.

RFQ DESCRIPTION: [Insert Procurement Description]

MANDATORY/ OPTIONAL PRE- [Insert Address and Location] [or delete if not used.]

PROPOSAL CONFERENCE:

RFQ documents and specifications may be obtained at Antelope Valley Transit Authority, Attn: Lyle A Block CPPB, Contract and Procurement Officer, 42210 6th Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: LBlock@avta.com, or website: www.avta.com

FINANCE DEPARTMENT

VALLEY PRESS / OUR WEEKLY - DO NOT PUBLISH INFORMATION BELOW THIS LINE.

***Publish:** [Month], [Day], [Day], [Day], [Day], 2014 **Please furnish Proof of Publication.**

****Bill to:** Antelope Valley Transit Authority, Accounts Payable, Finance Department, 42210 6th Street West, Lancaster, California, 93534 or email copies to: INVOICES@AVTA.COM

Date	Time Due	Ad Publish Date
Thursday	4:00pm	Monday
Friday	11:00am	Tuesday
Monday	11:00am	Wednesday
Tuesday	11:00am	Thursday
Wednesday	11:00am	Friday
Thursday	9:00am	Saturday
Thursday	2:00pm	Sunday



**ATTACHMENT 8
REQUEST FOR QUOTE**

42210 6th LANCASTER, CA 93534

(Non-construction related / not greater than \$75,000)

(Quotes provided in response to this request for Quote may be faxed or E-mailed or hand delivered to the department contact listed below, but shall not be effective unless actually received by AVTA on or before the Solicitation Closing Date) (This document is not a purchase order)

<p align="center"><u>SOLICITATION DATE:</u> [Insert Month] [Insert Date], 2016</p> <p>QUOTE NO.: [Insert Number]</p> <p>QUOTE TITLE: [Insert Title]</p>	<p align="center"><u>SOLICITATION CLOSING DATE:</u> [Insert Month] [Insert Date], 2016, NOT LATER THAN 3:00PM</p> <p>DEPARTMENT: CONTACT: PHONE: 661- [Insert Number] FAX: 661- [Insert Number] Email:</p>
--	---

INSURANCE REQUIREMENTS: (Please check applicable boxes) **(PROVIDE INSURANCE CERTIFICATES UPON AWARD ONLY)**

- Yes No: Workers' Compensation Liability: \$1,000,000.
- Yes No: Automobile Liability: \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000, if use of the vendor's vehicle is not required as part of the service provided the Authority, automotive insurance is not required.
- Yes No: Commercial General Liability: \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

Note: If contractor ships all goods, service or finished end product to be supplied under this quote by common carrier and will not make deliveries to the Antelope Valley Transit Authority using its own employees, and/or transportation; no insurance will be required unless otherwise specified herein.

Additional Insureds. For commercial general liability and automobile liability insurance policies, the Insurance Certificate and additional insured endorsement shall also provide that **"Antelope Valley Transit Authority, its boards, commissions, directors, departments, officers, officials, agents and employees are additional Insureds with respect to Contractor's services to be provided under this Contract/PO."**

PROJECT FUNDING is being provided by (check one box) **Local government** or **Federal Transit Administration (FTA)**. If FTA funds are utilized, then applicable FTA contract clauses are required and is hereby incorporated by reference and made a part of this procurement, which is listed on AVTA's website at WWW.AVTA.COM / ABOUT AVTA / PROCUREMENT AND CONTRACT INFORMATION / PURCHASE ORDER GENERAL TERMS AND CONDITIONS / SECTION 2 – FEDERAL REQUIREMENTS

INSTRUCTIONS OR SPECIFICATIONS: [Insert written specifications that are clear, concise and to the point. Be sure to include all the requirements necessary to satisfy your need. Add additional pages as required]

SECTION A - GENERAL PROVISIONS

- 1. **Antelope Valley Transit Authority (AVTA)** herein known as "Authority", Purchase Order General Terms and Conditions shall apply to any purchase and are available at www.avta.com. Upon submission of an Offer, the Vendor acknowledges they have read, understands and agrees to the provisions herein and Purchase Order General Terms and Conditions referenced above.
- 2. **Freight / Delivery.** Vendors shall include all freight and delivery charges in offered/quoted/proposed prices. The Authority will pay no freight or ancillary costs not reflected in offered/quoted/proposed prices listed in the proposer's submitted response.
- 3. **Award.** will be made to the vendor(s) with the lowest offered/quoted/proposed price(s) or percentage mark-up over cost(s) or highest percentage of discount or highest ranking proposal that is determined to be responsive and responsible. The award will be made on an all-or-none basis, by category, by individual item and/or to a primary and alternate bidder(s), when the primary bidder is unable to provide items as required, or when such action provides the lowest final cost, whichever is in the best interest of the Authority. A Contract is formed when the Authority gives Notice of Award(s) to the successful Bidder(s) and issues a written Purchase Order. Delivery or furnishing of any of the items or services quoted cannot commence until a written Purchase Order is received by the vendor. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Authority. The Authority reserves the right to obtain like goods, service, or work product from another source when necessary.
- 4. **Rejection of Quotes and/or Cancellation of Award.** The AVTA reserves the right to reject all quotes and/or cancel award of the Contract prior to issuance of a PO, if rejection or cancellation of the award is in AVTA's best interest. In no event shall the AVTA have any liability for the cancellation of award. The Bidder/Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its quote
- 5. **Quotes Must Conform to the Specifications.** Any exception taken to these specifications shall be stated on the submitted proposer's response. Deviations from any of the requirements in the specifications or drawings MAY RESULT IN QUOTE REJECTION. The Authority shall hold the Bidder/Proposer to all specification requirements, as stated herein. There is no time limit on this requirement. Deviations discovered after the unit(s) is accepted shall be corrected at no additional cost to the Authority. Any VERBAL communication from the Authority shall not be construed as approval of the acceptability of any deviation to any requirement or as authorization for any changes or additional charges on any items quoted, unless submitted in written form.
- 6. **Clarification/Protest/Question.** Any Proposer requesting clarification of, or protesting or questioning, any of the Requirements and/or Specifications must submit specific questions or protests in writing (email, fax or mail) to the department contact listed on this Request for Quote cover page. Requests for clarification and protests must be physically received not less than three (3) business days prior to the solicitation closing date and time.

A written response will be provided to all written requests for clarification and protests, copies of which will be sent to all Proposers in receipt of these RQ documents. Questions will not be answered orally. Protests will be in accordance with AVTA's Procurement Policy and Procedures Manual, Solicitation Protest, 5000 Vendor Protest Procedures, which is located at www.avta.com. Oral instructions or information concerning the Requirements and/or Specifications provided by the AVTA's boards, commissions, directors, departments, officers, officials, agents, and employees to prospective Proposers shall not bind the AVTA.

- 7. The Authority reserves the right to waive technical defects, discrepancies, and minor irregularities, or not to issue a purchase order, when it finds such action to be in the Authority's best interest.
- 8. **Brand Names.** Any references made to brand name(s) are for the sole purpose of establishing minimum acceptable quality standards and are not intended to be restrictive.
- 9. **Quotes Irrevocable.** Submitted Offer(s)/Quote(s)/proposal(s) shall be held firm and irrevocable for ninety (90) days.
- 10. If the offer/quote/proposal is accepted, the undersigned agrees to furnish any and all items upon which prices are offered, at the price(s) and terms specified herein.
- 11. **Evidence of lawful presence in the United States.** In accordance with United States Code (USC), Title 8 Aliens and Nationality, Chapter 14, § 1601-1646, and as a condition of the Federal Government entering into this Contract, an affected individual person(s) or duly authorized party (company representative, manager, signer or officer) shall complete and execute the attached affidavit form hereto named as **Exhibit 1**. An affected person shall present one of the identification documents contained therein (the "Identification Documents") to verify their lawful presence in the United States, in order to receive an Antelope Valley Transit Authority public benefit (defined as a grant, contract or loan). Failure to execute the affidavit upon submittal of the Contract Documents shall render the Bidder/Contractor nonresponsive and shall result in rejection of the submitted bid proposal, quote or other response and automatic cancellation of this Contract.
- 12. **Fuel Surcharges:** All pricing shall be protected from increase for six (6) months from the execution date of this Contract, Purchase Order, or Notice to Proceed. Fuel charges shall not be allowed unless disclosed at the time the Vendor/Contractor submits a response to a solicitation or quote and subsequently closed at the stated date and time. Fuel surcharges will only be allowed if the price per gallon of gasoline/diesel fuel increases more than 20 percent (20%) from the gasoline/diesel fuel prices posted on the day the solicitation closed. The new weekly On-Highway Gasoline and Diesel Fuel price index are posted every Monday for the West Coast California Region and can be found at the following addresses:

<http://www.eia.gov/petroleum/gasdiesel/> or http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

If applicable,
 please complete the following:

- a. Fuel surcharge required: Yes No
- b. Type of fuel: Gas, or Diesel
- c. Fuel required for delivery (one way): _____ Gallons.
- d. Solicitation Closing Date _____ (mm/dd/year) / Fuel Price _____ Dollars/Cents

- 13. a. **Payment Terms.** Vendor shall indicate discount payment terms where indicated below. The Authority will apply discounts that allow a minimum of 20 calendar days to provide payment.
- b. Early payment discount terms are _____ % _____ days / net _____ days.

(Section B –Quote Pricing Sheet continued on the next page)

EXHIBIT 1 - AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

ONLY A NATURAL PERSON SHALL EXECUTE THIS DOCUMENT PRIOR TO AN AWARD

In accordance with United States Code (USC), Title 8 Aliens and Nationality, Chapter 14, § 1601-1646, the federal government requires an affected individual person(s) or duly authorized party (company representative, manager, signer or officer) shall complete this form in order to receive an Antelope Valley Transit Authority public benefit (defined as a grant, contract or loan). Authorized party must demonstrate through the presentation of one (1) of the following listed documents that you are lawfully present in the United States (U.S.).

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to a Notary for review and signing of this affidavit form. Upon completion of this form, submit the original form to: Antelope Valley Transit Authority, Administrative Services Department, Records Office, 42210 6th St. W., Lancaster, CA, 93534.

- _____ 1. A state (U.S) driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. A state (U.S.) non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A UNITED STATES CITIZENSHIP & IMMIGRATION SERVICES EMPLOYMENT AUTHORIZATION DOCUMENT (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **REFUGEE TRAVEL DOCUMENT.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A UNITED STATES CERTIFICATE OF NATURALIZATION.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A UNITED STATES CERTIFICATE OF CITIZENSHIP.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A TRIBAL CERTIFICATE OF INDIAN BLOOD.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A TRIBAL OR BUREAU OF INDIAN AFFAIRS AFFIDAVIT OF BIRTH.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company Address (if applicable)

Print Name

Address

Date: _____

AVTA, State, Zip Code

Return completed form to: Antelope Valley Transit Authority, Administrative Services Department, Records Office, 42210 6th St. W., Lancaster, CA, 93534.

NOTARY USE ONLY: NOTARY NAME: _____
(Print Name)

NOTARY SIGNATURE (Stamp) & DATE: _____

ATTACHMENT 9 - ADDENDUM # 0
REQUEST FOR QUOTE
ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA

June , 2016

RQ NO.: 2017-

RQ TITLE:

RQ CLOSING DATE: , 2016 / NOT LATER THAN 3:00 p.m., PACIFIC TIME

REQUEST FOR QUOTE (RQ) OPENING THE SAME DAY AT 3:00 p.m., PACIFIC TIME

This Addendum is issued to the above referenced RQ to make the following additions, changes, clarifications, and or deletions:

ITEM	ACTION	DESCRIPTION or ISSUE
1 : 00	ADD	

Lyle A. Block, CPPB, Procurement & Contracts Officer
Finance Department

C: File
[Add contacts that need copies]

**ATTACHMENT 10
ADDENDUM # 0**

INVITATION FOR BID

**ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA**

June , 2016

IFB NO.: 2017-

IFB TITLE:

IFB CLOSING DATE: , 2016 / NOT LATER THAN 3:00 p.m., PACIFIC TIME

INVITATION FOR BID (IFB) OPENING THE SAME DAY AT 3:00 p.m., PACIFIC TIME

This Addendum is issued to the above referenced IFB to make the following additions, changes, clarifications, and or deletions:

ITEM	ACTION	DESCRIPTION or ISSUE
1 : 00	ADD	

Lyle A. Block, CPPB
Procurement & Contracts Officer
Finance Department

C: File
[Add contacts that need copies]

**ATTACHMENT 11
ADDENDUM # 0**

**REQUEST FOR PROPOSALS
ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA**

June , 2016

RFP NO.: 2017-

RFP TITLE:

RFP CLOSING DATE: , 2016 / NOT LATER THAN 3:00 p.m., PACIFIC TIME

REQUEST FOR PROPOSALS (RFP) OPENING THE SAME DAY AT 3:00 p.m., PACIFIC TIME

This Addendum is issued to the above referenced RFP to make the following additions, changes, clarifications, and or deletions:

ITEM	ACTION	DESCRIPTION or ISSUE
1 : 00	ADD	

Lyle A. Block, CPPB, Procurement & Contracts Officer
Finance Department

C: File
[Add contacts that need copies]

**ATTACHMENT 12
ADDENDUM # 0**

REQUEST FOR QUALIFICATION

**ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA**

June , 2016

RFQ NO.: 2017-

RFQ TITLE:

RFQ CLOSING DATE: , 2016 / NOT LATER THAN 3:00 p.m., PACIFIC TIME

REQUEST FOR QUALIFICATION (RFQ) OPENING THE SAME DAY AT 3:00 p.m., PACIFIC TIME

This Addendum is issued to the above referenced RFQ to make the following additions, changes, clarifications, and or deletions:

ITEM	ACTION	DESCRIPTION or ISSUE
1 : 00	ADD	

Lyle A. Block, CPPB, Procurement & Contracts Officer
Finance Department

C: File
[Add contacts that need copies]

ATTACHMENT 13 – REQUEST FOR QUOTE (RQ) PRE-QUOTE CONFERENCE ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RQ NO.: _____

RQ TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 14 - INVITATION TO BID (IFB) PRE-BID CONFERENCE ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

IFB NO.: _____

IFB TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 15 - REQUEST FOR PROPOSALS (RFP) PRE-PROPOSAL CONFERENCE ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

RFP NO.: _____

RFP TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 16 - REQUEST FOR QUALIFICATIONS (RFQ) PRE-PROPOSAL CONFERENCE ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

RFQ NO.: _____

RFQ TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		
COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		
COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		

Staff Name: _____ Title: _____ Date: _____

ATTACHMENT 17 - REQUEST FOR QUOTE (RQ) OPENING ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RQ NO.: _____

RQ TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 18 – INVITATION FOR BID (IFB) OPENING ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

IFB NO.: _____

IFB TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		
COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		
COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>	REPRESENTED BY:	BUSINESS
COMPANY NAME:	INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:	PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY: STATE: ZIP:	FAX #:	*SUB-CONTRACTOR TRADE / SERVICE:
EMAIL ADDRESS:		

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 19 - REQUEST FOR PROPOSALS (RFP) OPENING ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

RFP NO.: _____

RFP TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 20 - REQUEST FOR QUALIFICATIONS (RFQ) OPENING ATTENDANCE LIST FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA**

RFQ NO.: _____

RFQ TITLE: _____

DATE/TIME OF CONFERENCE: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF CONFERENCE SITE: **42210 6th Street West, Lancaster, CA, 93534**

PLEASE CHECK ONE (1) OF THE FOLLOWING FOR THE TYPE OF MEETING: OPTIONAL: MANDATORY

*Please Print Legibly - **One Representative Per Organization***

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

COMPANY CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		REPRESENTED BY:	BUSINESS
COMPANY NAME:		INDIVIDUAL NAME:	STATE CERTIFIED: MBE____ WBE____ ESB____
MAILING ADDRESS:		PHONE #:	FEDERAL CERTIFIED: DBE____ SBA____
CITY:	STATE:	ZIP:	*SUB-CONTRACTOR TRADE / SERVICE:
FAX #:			
EMAIL ADDRESS:			

Staff Name: _____ Title: _____ Date: _____

ATTACHMENT 21 – INVITATION FOR BID (IFB) SOLICITATION OPENING LOG OF RESPONSES FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

IFB NO.:

IFB TITLE:

DATE/TIME OF SOLICITATION OPENING: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF SOLICITATION OPENING SITE: **42210 6th Street West, Lancaster, CA, 93534**

Bidders	Addenda Acknowledged	Bid Bond / 5% Security	Bid Amount
COMPANY NAME:			
CITY: STATE:			
COMPANY NAME:			
CITY: STATE:			
COMPANY NAME:			
CITY: STATE:			
COMPANY NAME:			
CITY: STATE:			
COMPANY NAME:			
CITY: STATE:			
COMPANY NAME:			
CITY: STATE:			

Staff Name: _____ Title: _____ Date: _____

ATTACHMENT 22 – INVITATION FOR BID (IFB) SOLICITATION OPENING LOG OF RESPONSES FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

IFB NO.:

IFB TITLE:

DATE/TIME OF SOLICITATION OPENING: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF SOLICITATION OPENING SITE: **42210 6th Street West, Lancaster, CA, 93534**

Bidders	Addenda Acknowledged	Bid Amount
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		

Staff Name: _____ Title: _____ Date: _____

ATTACHMENT 23 – REQUEST FOR PROPOSALS (RFP) SOLICITATION OPENING LOG OF RESPONSES FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RFP NO.: _____

RFP TITLE: _____

DATE/TIME OF SOLICITATION OPENING: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF SOLICITATION OPENING SITE: **42210 6th Street West, Lancaster, CA, 93534**

Bidders	Addenda Acknowledged	Responded Yes/No
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		

Staff Name: _____ Title: _____ Date: _____

ATTACHMENT 24 – REQUEST FOR QUALIFICATIONS (RFQ) SOLICITATION OPENING LOG OF RESPONSES FORM
ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RFQ NO.: _____

RFQ TITLE: _____

DATE/TIME OF SOLICITATION OPENING: [Insert Month Day], 2014, at. [Insert Time am or pm]- Pacific [Insert Daylight or Standard] Time

ADDRESS OF SOLICITATION OPENING SITE: **42210 6th Street West, Lancaster, CA, 93534**

Bidders	Addenda Acknowledged	Responded Yes/No
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		
COMPANY NAME:		
CITY: STATE:		

Staff Name: _____ Title: _____ Date: _____

**ATTACHMENT 25 - REQUEST FOR QUOTE (RQ) TABULATION FORM
FOR PURCHASES NOT TO EXCEED \$75,000 TOTAL**

Requisition Number: _____	Date _____	Purchase Order No. _____
<input type="checkbox"/> Verbal Quotes >\$100 and <\$3,000	<input type="checkbox"/> Written Quotes >\$3,000 and <\$75,000	<input type="checkbox"/> Formal Procurement >\$75,000
<input type="checkbox"/> One Time Purchase OR	<input type="checkbox"/> Requirements Contract (Term Agreement)	Begin Date _____ End Date _____
INSURANCE REQUIREMENTS: <input type="checkbox"/> Required <input type="checkbox"/> Not Required <input type="checkbox"/> Insurance Certificate Forward to Risk Management Date: _____		
<input type="checkbox"/> Workers' Compensation Liability: <input type="checkbox"/> \$1,000,000		
<input type="checkbox"/> Contractor's Pollution Liability: <input type="checkbox"/> \$1,000,000 insurance each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000		
<input type="checkbox"/> Commercial Automotive Liability <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Commercial General Liability: <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Professional Liability <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Payment Bond and Amount _____	<input type="checkbox"/> Payment Bond and Amount _____	

Bid/Quote Title: _____	Bid/Quote Number: _____	Bid/Quote Due Date: _____
------------------------	-------------------------	---------------------------

AWARDED CONTRACT TO: <input type="checkbox"/> Vendor #1 <input type="checkbox"/> Vendor #2 <input type="checkbox"/> Vendor #3 <input type="checkbox"/> Vendor #4 <input type="checkbox"/> Vendor #5 <input type="checkbox"/> Vendor #6 <input type="checkbox"/> Vendor #7 <input type="checkbox"/> Vendor #8 <input type="checkbox"/> Vendor #9									
Vendor #1	Vendor #2			Vendor #3					
Address	Address			Address					
Phone No.	Phone No.			Phone No.					
Fax No.	Fax No.			Fax No.					
Contact	Contact			Contact					
Date Contacted	Date Contacted			Date Contacted					
LHC FOB:	LHC FOB:			LHC FOB:					
Terms:	Terms:			Terms:					
How Contacted <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Ph <input type="checkbox"/> email	How Contacted <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Ph <input type="checkbox"/> email			How Contacted <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No	Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No			Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No					
Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No	Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No			Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No					
Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No	Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No			Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No					
Contractor Lic #	Contractor Lic #			Contractor Lic #					
Comments:	Comments:			Comments:					

Comments/Specifications: _____

Dept/Division/Section: _____	Prepared By: _____	Phone No.: _____	Date: _____
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ATTACH VENDOR QUOTES THAT ARE GREATER THAN \$3,000 AND LESS THAN OR EQUAL TO \$50,000. REQUISITION MUST MATCH RQ TABULATION FORM. KEEP ORIGINAL PROCUREMENT DOCUMENTS ON FILE FOR FIVE (5) YEARS PAST EXPIRATION OR COMPLETION OF CONTRACT, WHICHEVER IS LONGER

ITEM #	CATEGORY	DESCRIPTION	QTY	U/M	VENDOR 1 UNIT PRICE	VENDOR 1 TOTAL PRICE	VENDOR 2 UNIT PRICE	VENDOR 2 TOTAL PRICE	VENDOR 3 UNIT PRICE	VENDOR 3 TOTAL PRICE
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11						-		-		-
12						-		-		-
13						-		-		-
14						-		-		-
15						-		-		-
GRAND TOTAL:						\$ -		\$ -		\$ -

**ATTACHMENT 26 – INVITATION FOR BID (IFB) TABULATION FORM
FOR PURCHASES OVER \$75,000 TOTAL**

Requisition Number: _____	Date _____	Purchase Order No. _____
<input type="checkbox"/> Verbal Quotes >\$100 and <\$3,000	<input type="checkbox"/> Written Quotes >\$3,000 and <\$75,000	<input type="checkbox"/> Formal Procurement >\$75,000
<input type="checkbox"/> One Time Purchase OR	<input type="checkbox"/> Requirements Contract (Term Agreement)	Begin Date _____ End Date _____
INSURANCE REQUIREMENTS: <input type="checkbox"/> Required <input type="checkbox"/> Not Required <input type="checkbox"/> Insurance Certificate Forward to Risk Management Date: _____		
<input type="checkbox"/> Workers' Compensation Liability: <input type="checkbox"/> \$1,000,000		
<input type="checkbox"/> Contractor's Pollution Liability: <input type="checkbox"/> \$1,000,000 insurance each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000		
<input type="checkbox"/> Commercial Automotive Liability <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Commercial General Liability: <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Professional Liability <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000		
<input type="checkbox"/> Payment Bond and Amount _____	<input type="checkbox"/> Payment Bond and Amount _____	

Bid/Quote Title: _____	Bid/Quote Number: _____	Bid/Quote Due Date: _____
------------------------	-------------------------	---------------------------

AWARDED CONTRACT TO: <input type="checkbox"/> Vendor #1 <input type="checkbox"/> Vendor #2 <input type="checkbox"/> Vendor #3 <input type="checkbox"/> Vendor #4 <input type="checkbox"/> Vendor #5 <input type="checkbox"/> Vendor #6 <input type="checkbox"/> Vendor #7 <input type="checkbox"/> Vendor #8 <input type="checkbox"/> Vendor #9									
Vendor #1	Vendor #2			Vendor #3					
Address	Address			Address					
Phone No.	Phone No.			Phone No.					
Fax No.	Fax No.			Fax No.					
Contact	Contact			Contact					
Date Contacted	Date Contacted			Date Contacted					
LHC FOB:	LHC FOB:			LHC FOB:					
Terms:	Terms:			Terms:					
How Contacted <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Ph <input type="checkbox"/> email	How Contacted <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Ph <input type="checkbox"/> email			How Contacted <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No	Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No			Call Returned <input type="checkbox"/> Yes <input type="checkbox"/> No					
Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No	Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No			Bid Received <input type="checkbox"/> Yes <input type="checkbox"/> No					
Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No	Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No			Declined to Bid <input type="checkbox"/> Yes <input type="checkbox"/> No					
Contractor Lic #	Contractor Lic #			Contractor Lic #					
Comments:	Comments:			Comments:					

Comments/Specifications: _____

Dept/Division/Section: _____	Prepared By: _____	Phone No.: _____	Date: _____
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ATTACH VENDOR BID RESPONSES GREATER THAN \$50,000. REQUISITION MUST MATCH IFB TABULATION FORM. KEEP ORIGINAL PROCUREMENT DOCUMENTS ON FILE FOR FIVE (5) YEARS PAST EXPIRATION OR COMPLETION OF CONTRACT, WHICHEVER IS LONGER

ITEM #	CATEGORY	DESCRIPTION	QTY	U/M	VENDOR 1 UNIT PRICE	VENDOR 1 TOTAL PRICE	VENDOR 2 UNIT PRICE	VENDOR 2 TOTAL PRICE	VENDOR 3 UNIT PRICE	VENDOR 3 TOTAL PRICE
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11						-		-		-
12						-		-		-
13						-		-		-
14						-		-		-
15						-		-		-
GRAND TOTAL:						\$ -		\$ -		\$ -



ATTACHMENT 27
RFP/RFQ CONFIDENTIALITY AND CONFLICT AGREEMENT – PART 1

I have been selected by the Antelope Valley Transit Authority (AVTA) to serve as an evaluator of proposals in connection with Request for Proposals/Qualifications No. ____ (RFP/RFQ) or Procurement entitled _____ (Procurement). **I understand that my participation is governed by and conditioned upon, and I agree to comply with, the following conditions and representations regarding conflicts and the use of any and all information I receive during this RFP/RFQ procurement process.**

1. I understand that all information I receive during this RFP/RFQ procurement process, including but not limited to, the contents of specific proposals, my evaluations and those of other evaluators, rankings and discussions regarding proposals, constitutes "Confidential Information."

2. I understand that any unauthorized disclosure of Confidential Information will compromise the fairness of the procurement process.

3. I understand that I cannot participate if I have a "common law" conflict of interest, or a conflict of interest as defined under the California Political Reform Act. I have submitted the Conflict of Interest Disclosure form. Based thereon, at the present time I know of no conflicts of interest which I may have with respect to this RFP/RFQ procurement process.

4. I agree:
- a. To hold all Confidential Information in strictest confidence; and
 - b. Not to disclose Confidential Information to any person other than evaluators and designee(s) of the Procurement Officer unless I have prior written permission from the Procurement Officer; and
 - c. Not to have any direct or indirect contact or discussions (outside of meetings that the Procurement Officer may schedule) with any party who submits a proposal; and
 - d. To notify the Contract and Procurement Officer immediately if:
 - i. Any person who is not a member of the evaluation team or a Procurement Officer or designee contacts or attempts to contact me about this procurement.

ii. A conflict of interest occurs (see attached Conflict of Interest Disclosure.)

iii. I obtain information outside of this RFP/RFO procurement process that could impair or could create the appearance of impairing my ability to evaluate proposals submitted in connection with this RFP/RFO procurement process fairly and impartially.

5. I agree to release and hold harmless in advance, the AVTA, its officials, officers, employees and agents, from any and all claims and liabilities which may arise out of my participation or application to participate in this RFP/RFO procurement process, including claims and liabilities arising from my breach of this Agreement, or the provision of any information which I know, or reasonably should know to be false, and/or any decision by AVTA to not permit or to terminate my participation.

6. If I am an AVTA employee, I understand that if I violate this Agreement, I may be subject to disciplinary action.

Signature of Evaluator

Printed Name of Evaluator

Date

Acknowledged:

Procurement and Contract Officer

RFP/RFQ CONFLICT OF INTEREST DISCLOSURE

EVALUATOR'S NAME:

DATE:

NAME OF RFP/RFQ PROCUREMENT:

This form must be truthfully completed **by each person** intending to participate as an evaluator in the above-referenced RFP/RFQ procurement, so that AVTA may assess whether such participation could create a Political Reform Act or "common law" conflict of interest. To assist you, please refer to the attached "**INFORMATION FOR RFP/RFQ PROCUREMENT EVALUATORS - Conflicts of Interest Under the California Political Reform Act and Common Law Conflicts**".

Please feel free to provide additional information in the form of an attachment, if necessary. This completed form will be maintained as confidential to the extent permitted by law.

Questions	Yes (Provide Details)	No
<p>1. Personal Relationships</p> <p>(a) Do you currently have or have you had any official, professional, financial, or personal relationship with any person or firm associated with this RFP/RFQ procurement?</p> <p>(b) If yes, describe the type and extent of the relationship.</p> <p>(c) In your opinion, might this affect your judgment or your ability to serve as an evaluator in this RFP/RFQ procurement in a fair and impartial manner?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(b) Does your spouse, domestic partner, or any dependent own any stock in company likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(d) Does your spouse, domestic partner, or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		

Questions	Yes (Provide Details)	No
<p>3. Employment and Consulting</p> <p>(a) Are you, or is your spouse, domestic partner, or any dependent employed/retained by anyone likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(b) Has your spouse, domestic partner, or any dependent been previously employed/retained by anyone likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>If the answer is yes to any of the above questions, please provide name of employer, nature of services provided, and date of employment/retainer.</p>		
<p>4. Payments or Gifts</p> <p>(a) Within the past 12 months, have you received any payments, gifts, or anything of value from anyone likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(b) Within the past 12 months, has your spouse, domestic partner, or a dependent received any payments, gifts, or anything of value from anyone likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>If the answer is yes, please provide the amount the payment or value of the gift or other thing received, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property, or property that is within 500 ft. of, property likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(b) Does your spouse, domestic partner, or any dependent own real property, or property that is within 500 ft. of, property that is likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>If the answer is yes, please provide a description and the location of the property.</p>		

Questions	Yes (Provide Details)	No
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>(b) Does your spouse, domestic partner, or any dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the RFP/RFQ procurement?</p> <p>If the answer is yes, please provide the name and business interest likely to be affected or involved.</p>		
<p>7. Are you aware of any facts or circumstance that might give someone the impression or create the appearance that your participation in this RFP/RFQ procurement would create a conflict of interest?</p>		

The undersigned has read and understands the Confidentiality and Conflict Agreement. If during the course of the RFP/RFQ procurement process any change of circumstances or event occurs that would affect any of the answers given to the questions above, the undersigned will immediately notify the Procurement and Contract Officer of the Antelope Valley Transit Authority.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Signature

ATTACHMENT 28

RFP/RFQ CONFIDENTIALITY AND CONFLICT AGREEMENT – PART 2

INFORMATION FOR RFP/PROCUREMENT EVALUATORS

All AVTA and other public employees, even if they are not Statement of Economic Interest (Form 700) filers, are subject to the disqualification rule of the Political Reform Act (“Act”). This is consistent with one of the purposes of the Act, which is to prevent the personal interests of public employees from influencing the decisions they participate in for their agencies.

The General Disqualification Rule: AVTA and other public employees and are required to disqualify themselves from making, participating in making or influencing AVTA decisions in which they have a disqualifying conflict of interest. (2 Cal. Code of Regs. §18700.) Persons who are not public employees but who serve as AVTA volunteer evaluators as part of the procurement process *should* act as though they are public employees for purposes of addressing potential conflicts under the Act.

For example, if you are an AVTA employee and are selected to be an evaluator for an AVTA RFP, and you are a majority shareholder, owner, or are on the Board of Directors, of a for-profit company that plans to submit a bid in response to the RFP, you will have to disqualify yourself from participating in the RFP selection process.

A. What is a Conflict of Interest under the Act?

There are many complex rules on how to determine whether you have a disqualifying **conflict of interest**. The Political Reform Act’s disqualification rule depends upon the effect an AVTA decision will have on an employee’s financial interests. Only **certain types of financial interests** of a public employee will **trigger a disqualification analysis** under the Act, and merely having one of these interests does not automatically disqualify you from participating in an AVTA procurement process. As a starting point for when you need to consider whether you should disqualify yourself from a decision, the following list describes financial interests under the Political Reform Act (Cal. Government Code § 87103; 2 C.C.R. § 18705.5). If one of the following could be affected by an AVTA procurement decision that you make, participate in, or influence, you may need to disqualify yourself from making, participating or influencing that evaluation process:

1. Any **person or organization** connected with any proposal you will be evaluating gave or promised you income totaling **\$500 or more** within twelve months prior to your evaluation participation;
2. Any **person or organization** connected with any proposal you will be evaluating gave or promised you **gifts** totaling **\$440 or more (subject to increase)** within twelve months prior to your evaluation participation;
3. Any **real property** connected with any proposal you will be evaluating in which you or your spouse or domestic partner or dependent children have an interest worth **\$2,000 or more**;
4. Any **business entity** connected with any proposal you will be evaluating in which you are a director, officer, partner, trustee, or employee, or **hold any position of management**;
5. Any **business entity** connected with any proposal you will be evaluating in which you or your spouse or domestic partner or dependent children have an **investment worth \$2,000 or more**;
6. Your **personal finances** (and those of you or your spouse or domestic partner or dependent children) – **if** these personal expenses, income, assets or liabilities are **likely to go up or down by \$250 or more** in a 12-month period as a result of your evaluation participation. (Cal. Gov’t Code § 87103; 2 C.C.R. § 18705.5)

[Note: the foregoing amounts are regularly subject to revision]

B. Relevant to Being an AVTA Evaluator, What does it mean to Make, Participate, or Influence an AVTA decision?

1. **Participating in a Decision** (2 Cal. Code of Regs. §18702.2.)
Among other things, participating in a AVTA decision includes giving advice or making recommendations to the decision-maker.
2. **Influencing a Decision** (2 Cal. Code of Regs. §18702.3.)
Among other things, if an employee communicates with anyone within AVTA for the purpose of influencing an AVTA decision, that employee is attempting to influence an AVTA decision.

C. Effect of Having a Conflict of Interest under the Act

If you have one of the **financial interests** listed above, **and** you are faced with **participating in making or influencing an AVTA decision** that could **affect** one of those **financial interests**, you should consider disqualifying yourself from participating in the procurement process. Depending on the specific financial interest you may be legally required to disqualify yourself from participating in the procurement process. Whether or not you are legally disqualified, participating in the procurement process with one of the foregoing financial interests may cause the integrity of the procurement process to suffer by creating actual or perceived unfairness in the process.

If you violate the Political Reform Act, you could personally face civil or criminal penalties.

The Political Reform Act's disqualification rules are designed to be applied on a **decision-by-decision** basis. **The Procurement and Contract Officer, with the assistance of AVTA's General Counsel**, can advise you with respect to a specific situation.

D. Common Law Conflicts

Apart from conflicts under the Political Reform Act, conflicts can arise due to reasons other than having a financial interest. This could be the result of an existing personal relationship- good or bad, or even religious or political feelings or beliefs. Any time a person involved in an AVTA procurement decision is prevented from participating in a completely fair and unbiased way, that person should decline to participate in order to maintain the integrity of the procurement process and the appearance of fairness.

ATTACHMENT 29
ANTELOPE VALLEY TRANSIT AUTHORITY
RATING INSTRUCTIONS FOR THE REQUEST FOR PROPOSALS
WRITTEN EVALUATION PANEL

Please remember that all scoring must be done independently

Study the Request for Proposals (RFP). It is very important that before reading any proposals from a prospective contractor, you have read the RFP very carefully. Re-read any of the project requirements and service criteria that may not be clear to you. For any questions about the RFP evaluation, please contact **Lyle A. Block 661-729-2288**

Read the entire proposal from each proposer. BE AS OBJECTIVE AS POSSIBLE. Is the proposal responsive to the items listed in the RFP? You must judge the merits of the proposals on the requirements and criteria stated in the RFP and what is presented in each proposal. Do not allow any personal knowledge about the proposer to influence your judgment. If you have personal knowledge about a proposer, which is negative, allow the proposal to convince you that the proposer will correct past problems if it can. On the other hand, if the proposal doesn't measure up to your high opinion of a proposer, you may need to question the proposer's commitment in this particular proposal and score accordingly.

Evaluation Committee may need clarification on proposals being evaluated. Please contact the Procurement Officer with questions that may need further information. Procurement Officer may contact proposers for clarification of proposals; however, no additions, deletions, or substitutions may be made to proposals that cannot be termed as clarifications. All such contacts must be documented in the file.

The Evaluation Committee may consult with AVTA employees who have technical expertise in a specific area of evaluation (e.g., information technology, financial or budget).

Evaluators may discuss the proposals and/or interviews with each other and with technical support persons for clarification. Each Evaluation Committee member shall then independently score each proposal.

Please complete the Scoring Sheet with the individual category scores and a total score for each proposer. Do not sign the Scoring Sheet but do include your alpha designation. You are designated as Evaluator _____ (i.e., A, B, C, etc.).

Please complete the attached "Conflict of Interest Statement". Note on the form any contact you have had with any proposer(s) specifically related to this RFP. If you have any questions about this, please call the Procurement Officer, **Lyle A Block**, Antelope Valley Transit Authority, Finance Department at 661-729-2288.

You may write notes on each rating sheet, but please keep in mind that these rating sheets will become part of the file and are subject to review by the public.

At the conclusion of the written evaluation, you will turn in your Scoring Sheets. Please complete the Scoring Sheets and return them along with your conflict statement and any additional pages that include explanatory or analytical comments on your evaluations. Tabulations of these scores from all evaluators will determine the highest scoring proposer. If the RFP indicated the option of an oral interview, the Authority will make a determination at this time whether to schedule the oral interview.

In the event it is decided that an oral interview will be in the best interests of the Authority, you will be notified immediately. You will receive new blank evaluation sheets to be completed if an oral interview is conducted.

Thank you for agreeing to serve on the RFP evaluation panel. These instructions are meant to assist you in rating the proposals in a standard and equitable way. It is important that the process be consistent and clear in order for our award recommendations to have integrity. If you have any questions at all, please ask.

ATTACHMENT 30

EVALUATOR SCORING SHEET				
SCORING RANGES	30 Point Questions	20 Point Questions	15 Point Questions	10 Point Questions
Outstanding	25 - 30	17 - 20	12 - 15	9 - 10
Exceeds Acceptable	18 - 24	13 - 16	9 - 11	7 - 8
Acceptable	11 - 17	9 - 12	7 - 9	5 - 6
Marginal	0 - 10	0 - 8	0 - 6	0 - 4
				Written Portion
Evaluator Designation (A, B, C, D, etc.):				Possible Points
				Vendors
RFP/RFQ NO.: [Insert Procurement Number] RFP/RFQ TITLE: [Insert Procurement Name]				[Insert Company Name] [Insert Company Name] [Insert Company Name]
1. Proposed Solution:				
Proposer shall provide the following: A. A detailed description of your firm’s related legal expertise, especially how it relates to the transit industry. B. Explain how your firm’s approach, belief, means and methodology will meet or exceed the criteria as described in Section G - Technical Requirements / Specifications. C. Options, additional information, capabilities, functions and/or solutions that may be used to assist in evaluating the qualifications of the firm. D. Include any areas of concern or issues that may arise during the course of the contract.				30
2. Project Budget:				
Proposer shall provide the following: A. Identify your proposed fee structure, including any retainers, incidentals, travel time and per diems charges. Provide a list of rates for all individuals assigned to the contract. B. Options and/or other solutions. Include any additional capabilities, functions and/or solutions as noted section 1-C above and their associated cost(s).				20

3. Similar Projects:				
<p>Proposer shall provide the following:</p> <p>A. List of no less than five (5) similar transit and/or other public agencies that are still under contract, or where the contract has been completed within the last five (5) years. Provide names of staff assigned to the projects.</p> <p>B. Current name, email address and phone number of the agency's contact person.</p> <p>C. For each agency listed, provide Scope of Work summary, schedule, and relevant outcome. Include information about what went right and what went wrong during the contract period.</p>	15			
4. Proposer's Information:				
<p>Proposer shall provide the following:</p> <p>A. An overview of its current and past business operations.</p> <p>B. Provide three current references. See Section K - References.</p>	15			
5. Personnel:				
<p>Proposer shall provide the following:</p> <p>A. Project organization hierarchy chart showing company and staff assigned to this project. (Names of the attorney(s), principal(s), manager, and senior personnel).</p> <p>B. Professional qualifications, relevant government and transit experiences, credentials, and resume of the individuals assigned to this project. This will include all attorney(s), principal (s), project manager, and senior personnel.</p> <p>C. Demonstrate how the various team members will be stable, interact and coordinate the project effectively with each other and with the AVTA's Board of Directors and staff.</p>	20			
Written Evaluation Sub-totals				
	100			

**ATTACHMENT 31
RFP-RFQ COMBINED EVALUATOR SCORING SHEETS**

Evaluator Combined Scoring Sheet.	Possible Points	Evaluator A			Evaluator B			Evaluator C		
RFP/RFQ No: RFP/RFQ Title:		[Insert Company	[Insert Company	[Insert Company	[Insert Company	[Insert Company	[Insert Company	[Insert Company	[Insert Company	[Insert Company
1. Proposed Solution:										
<p>Proposer shall provide the following:</p> <p>A. A detailed description of your firm's related legal expertise, especially how it relates to the transit industry.</p> <p>B. Explain how your firm's approach, belief, means and methodology will meet or exceed the criteria as described in Section G - Technical Requirements / Specifications.</p> <p>C. Options, additional information, capabilities, functions and/or solutions that may be used to assist in evaluating the qualifications of the firm.</p> <p>D. Include any areas of concern or issues that may arise during the course of the contract.</p>	30									
2. Project Budget:										
<p>Proposer shall provide the following:</p> <p>A. Identify your proposed fee structure, including any retainers, incidentals, travel time and per diems charges. Provide a list of rates for all individuals assigned to the contract.</p> <p>B. Options and/or other solutions. Include any additional capabilities, functions and/or solutions as noted section 1-C above and their associated cost(s).</p>	20									



**ATTACHMENT 32
VENDOR REFERENCE CHECK**

Date: _____
 Contact Name: _____
 Company Name: _____
 Company Address: _____

Dear Reference Contact:

Your name/firm has been provided as a reference relating to a Bid/Offer/Proposal submitted by the following listed Vendor for an AVTA project. Please complete the information below and fax it to Lyle A. Block, CPPB at (661) 726-2615 or by email at LBlock@avta.com. Thank you for your prompt attention.

Vendor / Firm Name: _____
 Vendor / Name of Contact _____
 Vendor / City / State: _____
 Term of Past Contract: _____
 Value of Past Contract: _____

Contract Description of Work:

Performance Indicators

For the following performance indicators, assign each area a rating. Indicate the answer by circling the appropriate number within each group rating of Unsatisfactory (0/1), Poor (2/3/4), Satisfactory (5/6), Very Good (7/8), or Outstanding (9/10). Use the attached Rating Guidelines as guidance in making these evaluations. Use "N/A" if reference does not have information to make a determination.

QUALITY OF PRODUCT OR SERVICE		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. COMPLIANCE WITH CONTRACT REQUIREMENTS / STATEMENT OF WORK	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. TIMELINESS AND ACCURACY OF REPORTS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
3. CAPABILITY/ EFFECTIVENESS OF PERSONNEL	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A

ATTACHMENT 32 VENDOR REFERENCE CHECK

COST CONTROL		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. RECORD OF CONTROLLING COST	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. CURRENT, ACCURATE, AND COMPLETE BILLINGS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
TIMELINESS OF PERFORMANCE		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. ADHERENCE TO SCHEDULE – PROJECT COMPLETED ON TIME	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. RESPONSIVE TO TECHNICAL DIRECTION OR SPECIFICATIONS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
BUSINESS RELATIONS		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. EFFECTIVE MANAGEMENT, INCLUDING MANAGEMENT OF SUB-VENDORS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. REASONABLE/ COOPERATIVE BEHAVIOR	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
3. RESPONSIVE TO REQUESTS/ PROBLEMS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A

SUMMARY RATING: (Add the rating above and divide by the number of areas rated.)

1. THE VENDOR IS COMMITTED TO CUSTOMER SATISFACTION. YES NO
2. WOULD YOU HIRE THIS VENDOR AGAIN? YES NO

Summary Rating Supporting Comments:

RATING GUIDELINES

CRITERIA:	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
	<ul style="list-style-type: none"> - Compliance with contract requirements/ Statement of Work - Timely and accuracy of reports - Capability and effectiveness of personnel - Technical Excellence 	<ul style="list-style-type: none"> - Record of controlling costs - Current, accurate, and complete billings - Relationship of the negotiated costs to actual - Cost efficiencies 	<ul style="list-style-type: none"> - Met interim milestones - Reliability - Responsive to technical direction - Completed on time including wrap-up and contract administration - Met delivery schedules - No liquidated damages assessed 	<ul style="list-style-type: none"> - Effective management, including subcontracts - Reasonable/ cooperative behavior - Responsive to contract requirements - Notification of problems - Flexibility - Proactive vs. reactive

ATTACHMENT 32 VENDOR REFERENCE CHECK

CRITERIA:	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0/1 – UNSATISFACTORY	Vendor is not in compliance and is jeopardizing the achievement of contract objectives.	Vendor is unable to manage cost effectively.	Vendor delays are jeopardizing performance of contract objectives.	Response to inquiries, technical / service / administrative issues is not effective.
2/3/4 – POOR	Major problems have been encountered.	Vendor is having major difficulty in managing costs effectively.	Vendor is having major difficulty meeting milestones and delivery schedules.	Response to inquiries, technical/ service/ administrative issues is marginally effective.
5/6 – SATISFACTORY	Minor inefficiencies / errors have been identified.	Vendor is usually effective in managing costs.	Vendor is usually effective in meeting milestones and delivery schedules.	Response to inquiries, technical/ service/ administrative issues is usually effective.
7/8 – VERY GOOD	Vendor is in compliance with contract requirements and/or delivers quality products/services.	Vendor is effective in managing cost and submits current, accurate, and complete billings.	Vendor is effective in meeting milestones and delivery schedules.	Response to inquiries, technical/ service/ administrative issues is effective.
9/10 – OUTSTANDING	The Vendor has demonstrated an outstanding performance level in any of the above four categories that justifies adding points to the score. It is expected that this rating will be used in those rare circumstances when Vendor performance clearly exceeds the performance level described as "Very Good."			

Signature

Title

Name (please print)

Date



ATTACHMENT 33 - COST ANALYSIS SUMMARY FORM (For new Contracts)

Solicitation No.: _____ Date: _____ Page 1 of 3

Solicitation Title: _____

Preparer's Name, Department, Title, Phone: _____ Supplies and/or Services to be Furnished: _____

Where work is to be performed: _____ Approval: (sign, print name and insert date below) _____

DETAIL DESCRIPTION OF COST ELEMENTS

			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis	
1	Direct Material						
	Purchased						
	a. Parts						
	Subcontracted						
	b. Items						
	Other - (1) Raw						
	c. Material						
		(2) Standard Commercial Items					
		Total Direct Material					
2	Material Overhead						
	(Rate % x \$ Base)						
3	Direct Labor	Estimated Hours	Rate	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
Total Direct Labor							

4	Labor Overhead		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
	OH Rate					
	X Base (labor total above)					
	<i>Total Labor Overhead</i>					
5	Other Direct Costs		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
	Special					
	a. Tooling/Equipment	Total Special Tooling/Equipment				
	b. Travel	Total Travel				
	(1) Transportation					
(2) Per Diem or Subsistence						
<hr/>						
<hr/>						
<hr/>						
DETAIL DESCRIPTION OF COST ELEMENTS (continued)			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
	Individual Consultant					
	c. Services	Total Individual Consultant Services				
	d. Other	Total Other				
	<i>Subtotal Direct Cost and Overhead</i>					
6	General and Administrative (G&A)	Rate % X \$ Base (Use 5.e above)				
7	Royalties (if any)					
8	<i>Subtotal Estimated Cost</i>					
9	Contract Facilities Capital and Cost of Money					
10	<i>Subtotal Estimated Cost</i>					
11	Fee or Profit					
12	Total Estimated Cost and Fee or profit					
13	Discounts					
14	Option costs (specify)					
15	Adjusted Cost					

DEFINITION OF COST ANALYSIS: Involves the review and evaluation of the separate cost and profit elements that comprises an offeror's proposed pricing relative to the prices being offered by other vendors and being paid by the general public for the same or similar items.

Cost Analysis will be required when a 'Price Analysis' cannot be performed; or when adequate price competition is lacking, unless reasonableness can be established on the basis of: 1(prices set by catalog or market price of a commercial product sold in substantial quantities to the general public, or 2) prices set by law or regulation.

Analysis Guidelines

1 Direct Material

- a. Analyze purchased parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.)
- b. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors
- c. Other:
 - (1) Raw Material: Review any materials in a form or state that required further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.
 - (2) Standard Commercial Items: Analyze proposed items that the offer or will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2 Material Overhead

Verify that this cost is not computed as part of labor overhead (Item 4) or General and Administrative (G&A) (Item 6)

3 Direct Labor

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4 Labor Overhead

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available.

5 Other Direct costs

- a. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.
- b. Travel: Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.
- c. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known bench marks.
- d. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication of omissions.

- 6 **General and Administrative Expense**
See notes on labor overhead above and check whether the base has been approved by a government audit agency for use in proposals.
- 7 **Royalties**
If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties.
- 8 **Subtotal Estimated Cost**
Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.
- 9 **Contract Facilities Capital and cost of Money**
Analyze the offerors' supporting calculations and compare to known standards.
- 10 **Subtotal Estimated Cost**
This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.
- 11 **Fee or Profit**
Review the total of all proposed Fees or Profit. Remember that the FTA prohibits cost percentage of cost contracting.
- 12 **Total Estimated Cost and Fee or Profit**
Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.
- 12 **Discounts**
Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.



**ATTACHMENT 34
PRICE ANALYSIS FORM**

Contract No, and Title _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

Date: _____

Prepared by: _____

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)
- Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)
- Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as produce price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)
- Analysis pr price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

Attachments:



**ATTACHMENT 35
RESPONSIBILITY DETERMINATION FORM**

RQ/IFB/RFP/RFQ No:	Date:
RQ/IFB/RFP/RFQ Title:	
Supplier:	
For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results. Use "Comments" to describe the documentation that was reviewed to arrive at the acceptability rating.	

Acceptable
(Check One)

Comment

1. Appropriate administrative, financial, technical, equipment, facility, production & personnel capacity.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Ability to meet the delivery schedule, as required under this procurement. No exceptions to AVTA requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Satisfactory record of past performance (reference checks).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Satisfactory record of integrity and not on the Federal Suspension and Debarment listings (SAM)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Receipt of all necessary data from supplier.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Prepared by: _____

ATTACHMENT 36 - RESPONSIVENESS DETERMINATION FORM

RQ/IFB/RFP/RFQ No:	Closing Date:
RQ/IFB/RFP/RFQ Title:	
Vendor:	
For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results. Use "Comments" to describe the documentation that was reviewed to arrive at the acceptability rating.	

Acceptable
(Check One)

Comment

	Acceptable (Check One)	Comment
1. Response to a solicitation was submitted on time.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Solicitation documents submitted without, alteration, modification or supplemental statements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Solicitation documents submitted with noted changes to Terms and Conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Submitted a completed pricing schedule/proposal and met specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Acknowledged addenda, as instructed (if applicable).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Security bond submitted, 5 % (if applicable).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Federal Certifications are executed, dated and completed (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Signature page dated and executed (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Based on the above information, the undersigned staff member of AVTA determines that the above listed Proposer/Vendor is a responsible contractor.

Signature: _____ Name: _____



ATTACHMENT 37

NON-COMPETITIVE/SOLE SOURCE PROCUREMENT JUSTIFICATION AND APPROVAL

Reference: AVTA Procedure ____ (FTA C 4220.1F or latest version, Section 3.i, Chapter VI (Page VI-15))

1. Estimated contract amount: _____
2. Recommended supplier name, address, and contact information:
3. Description of requested items or services and their purpose (Attach additional sheets as necessary):
4. Justification for request:

___ A. UNIQUE CAPABILITY OR AVAILABILITY. The property or services are available from one source if one of the conditions described below is present:

- ___ 1) *Unique or Innovative Concept.* The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
- ___ 2) *Patents or Restricted Data Rights.* Patent or data rights restrictions preclude competition.
- ___ 3) *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) *Unacceptable Delay.* In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

- ___ B. SINGLE BID OR SINGLE PROPOSAL. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - ___ 1) *Adequate Competition*. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
 - ___ 2) *Inadequate Competition*. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.
- ___ C. UNUSUAL AND COMPELLING URGENCY. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
- ___ D. ASSOCIATED CAPITAL MAINTENANCE ITEM EXCEPTION REPEALED. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any non-competitive/sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other non-competitive/sole source acquisitions.
- ___ E. AUTHORIZED BY FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use non-competitive proposals. Under this authority, FTA has made the following determinations:
 - ___ 1) CONSORTIUM, JOINT VENTURE, TEAM, PARTNERSHIP. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, 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, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

- 2). FAR STANDARDS. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by non-competitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:
 - a) *Statutory Authorization or Requirement*. To comply with Department of Transportation (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 the recipient for the cost of the acquisition of the supplies or services for that government.
 - f) *National Security*. When the disclosure of the recipient's needs would compromise the national security.
 - g) *Public Interest*. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.
- F. NONE OF THE ABOVE APPLIES. A detailed explanation and justification for this non-competitive/sole source request is attached.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Use additional sheets as necessary.

Requested by:	Department:
Prepared by:	Date:
I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a non-competitive/sole source request be approved for the procurement of the above requested item(s) and/or service(s).	
Signature:	Date:
<i>THIS SECTION FOR USE BY AVTA PROCUREMENT DEPARTMENT ONLY</i>	
Requisition Number:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reason for Non-Approval:	
Name: _____	
Signature: _____	
Date: _____	

Note:

ATTACHMENT 38

WRITTEN RECORD OF PROCUREMENT HISTORY FORM

Solicitation Number:

Solicitation Title:

Initiator to provide written history by recording events for each listed item below or any occurrence which needs to be documented for FTA. (FTA Circular 4220.1F or latest version, Chapter III, 3. Written Standards of Conduct, d. Record Keeping, (1) Procurement History).

a. Funding Type: Federal (FTA) Funding State (CA) Funding Local Funding Combination of Funding

b. Procurement Method: RQ IFB RFP RFQ Sole Source Sole Respondent

c. Contract Type: Fixed Price Cost Reimbursement Firm Fixed Unit Prices
 Fixed Fee, Plus Approved Costs Time and Materials

d. Contractor Selection: Low Bid Award Based Upon Evaluation Factors Best Qualified (Brooks Act)

e. Basis for Contract Pricing: Cost Analysis Price Analysis

f. Reasonable Documentation as follows:

Part A – Procurement/Contract Process:

1) Micro-Purchase Form < \$3,000: Yes No

2) Unbudgeted Item Process Form: Yes No

3) **ICE:** Yes No

Notes:

4) **Procurement Determination Matrix:** Yes No

Notes:.

5) **Solicitation / Contract Number** (Call Procurement & Contracts Officer / Records Technician): Yes No

6) **Advertisement:** Yes No

Notes:

7) **Mailing List:** Yes No

Notes:

8.) **Solicitation Document and Addenda:** Yes No

Notes:

9) **Pre-Quote / Pre-Bid / Pre-Proposal Conference:** Yes No

Notes:

10) **Solicitation Opening:** Yes No

Notes:

11) **Responses Received:** Yes No

Notes:

12) **Responses Rejected:** Yes No

Notes:

13) **Evaluations:** Yes No (RQ/IFB Tabulation Form or Combined Scoring Sheets) (Provide Contractor Name)

Notes:

14) **Vendor Reference Checks:** Yes No

Notes:

- 15) **Disadvantage Business Enterprise (DBE):** Yes No (Print-out Caltrans DBE search)
Notes:
- 16) **Cost or Price Analysis:** Yes No
Notes:
- 17.a) **Responsibility Determination Form:** Yes No
Notes:
- 17.b) **Responsiveness Determination Form:** Yes No
Notes:
- 18) **System Award Management (SAM) / DIR / Contractor Lic / DIR Workers' Comp / DIR PWC-100):** Yes
 No
Notes:
- 19) **Non-competitive / Sole Source Procurement / Sole Respondent Justification Form:** Yes No
Notes:
- 20) **Staff Report for Board Approval:** Yes No
Notes:
- 21) **Correspondence** (Award and non-award letters, emails, etc.): Yes No
Notes:
- 22) **All other related correspondence:** Yes No
Notes:
- 23) **Written Record of Procurement:** Yes No
Notes:
- 24) **Contract / Task Order / Purchase Order** (Contract, Exhibits, Insurance Certs with Endorsements): Yes
 No
Notes:

B – Contract Amendment/Change Order/Task Order Process:

- 25) **Contract Amendment / Change Order:** Yes No
Notes:
- 26) **ICE:** Yes No
Note:
- 27) **Procurement Determination Matrix:** Yes No
Notes:
- 28) **Disadvantage Business Enterprise (DBE):** Yes No (Print-out Caltrans DBE search)
- 29) **Cost / Price Analysis:** Yes No
Notes:
- 30.a) **Responsibility Determination Form:** Yes No
Notes:
- 30.b) **Responsiveness Determination Form:** Yes No
Notes:
- 31) **System Award Management (SAM) / DIR / Contractor Lic / DIR PWC-100):** Yes No
Notes:

32) **Non-competitive/Sole Source Procurement / Sole Respondent Justification Form:** Yes No

Notes:

33) **All other related correspondence:** (File under item no. 24 above)

Notes:

34) **Written Record of Procurement:** Yes No (Record under item 23 above)

Notes:

35) **Contract Amendment/ Change Order / Purchase Order / Notice to Proceed:** Yes No

Notes:

Prepared by: _____

Date: _____



**ATTACHMENT 39
CHANGE / TASK ORDER REQUEST / PROPOSAL FORM**

Project: _____ Task / Change Order Request / Proposal No.: _____
_____ From (Contractor): _____
To: _____ Date: _____
_____ Project Number: _____
Re: _____ Contract For: _____

Change / Task Order Request / Proposal contain an itemized quote for changes to the Contract Amount and/or Contract Schedule in response to proposed modifications to the Contract Documents based upon Task / Change Order Request / Proposal No.: _____

Description of Proposed Change:

Attached supporting documentation from: Subcontractor Supplier _____

Reason For Proposed Change:

Does change require an adjustment to Contract Amount? No Yes [Increase] [Decrease] \$ _____
Does change require an adjustment to Contract Schedule? No Yes [Increase] [Decrease] _____ days.

Attached pages: Proposed Change Summary: _____
 Proposed Change Detail(s): _____

Len Engel, Executive Director/CEO or Designee _____ Date: _____

Copies: Owner Consultants _____ _____ File