



**Regular Meeting of the Board of Directors**

**Tuesday, July 24, 2018**

**10:00 a.m.**

Antelope Valley Transit Authority Community Room  
42210 6<sup>th</sup> Street West, Lancaster, California  
[www.avta.com](http://www.avta.com)

**AGENDA**

For record keeping purposes, and if staff may need to contact you, we request that a speaker card, located at the Community Room entrance, be completed and deposited with the AVTA Clerk of the Board. This will then become public information. Please note that you do not have to complete this form or state your name to speak. A three-minute time limit will be imposed on all speakers other than staff members.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact the Clerk of the Board at (661) 729-2206 at least 72 hours prior to the scheduled Board of Directors meeting.

Translation services for Limited English Proficiency (LEP) persons are also available by contacting the Clerk of the Board at least 72 hours prior to the meeting.

**Please turn off, or set to vibrate, cell phones, pagers, and other electronic devices for the duration of this meeting.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:**

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Steve Hofbauer, Director Angela Underwood–Jacobs, Director Michelle Flanagan

**APPROVAL OF AGENDA**

**PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:**

If you would like to address the Board on any agendized or non-agendized items, you may present your comments at this time. Please complete a speaker card (available as you enter the Community Room) and provide it to the Clerk of the Board. Speaking clearly, state and spell your name for the record. **State law generally prohibits the Board of Directors from taking action on or discussing non-agenda items; therefore, your matter will be referred to the Authority's Executive Director/CEO for follow-up.** Each speaker is limited to three (3) minutes.

**SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP):** During this portion of the meeting, staff will present information not normally covered under regular meeting items. This information may include, but is not limited to budget presentations, staff conference presentations, or information from outside sources that relates to the transit industry. **Staff will seek direction as is necessary from the Board with regard to the following item(s).**

SRP 1 PRESENTATIONS TO AVTA STAFF FOR 10 YEARS OF DEDICATED SERVICE – MACY NESHATI

DAVID CADENA  
MAYRA DE LOS SANTOS  
WILLIENE JONES

DEEANNA CASON  
JUDY FRY  
DIANE TUMINARO

SRP 2 PRESENTATION TO AVTA EMPLOYEE OF THE FOURTH QUARTER FOR FISCAL YEAR 2017/2018 – MARK PERRY

SRP 3 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR JUNE 2018 – HECTOR FUENTES, TRANSDEV

SRP 4 LEGISLATIVE REPORT FOR JULY 2018 – JUDY FRY

**PUBLIC HEARING (PH):**

PH 1 PUBLIC HEARING AND ADOPTION OF THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND GOAL-SETTING METHODOLOGY FOR FEDERAL FISCAL YEARS (FFY'S) 2019 THROUGH 2021 (OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021) – NORM HICKLING

*Recommended Action: (1) Consider any public comments received; (2) Close the public comment period; (3) Approve the new DBE program, Overall Goal-Setting Methodology, and goal of 4%; and (4) Adopt Resolution No. 2018-017, a Resolution of the Board of Directors of the Antelope Valley Transit Authority approving the revised Federal Transit Administration required DBE Program and Overall Goal-Setting Methodology for FFY's 2019 through 2021.*

**CONSENT CALENDAR (CC):** Items 1 through 8 are consent items that may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JUNE 26, 2018 – KAREN DARR

*Recommended Action: Approve the Board of Directors Regular Meeting Minutes of June 26, 2018.*

CC 2 FINANCIAL REPORTS FOR MAY AND JUNE 2018 – JAMES MANNIE

*Recommended Action: Receive and file the Fiscal Year-to-Date Budget versus Actual report dated May 31, 2018; the Interim, unaudited Financial Statements for the 11 months ended May 31, 2018; the Cash Flow Projection/Treasurer's report for the month ended May 31, 2018; the Payroll History Report for the three months ended June 30, 2018; and the Cash Disbursements Report for the month ended June 30, 2018.*

CC 3 FY18 FOURTH QUARTER LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) REPORT (APRIL 1 – JUNE 30, 2018) – KELLY MILLER

*Recommended Action: Receive and file the FY18 Fourth Quarter LASD report for the period covering April 1 through June 30, 2018.*

CC 4 RESOLUTION NO. 2018-011, AUTHORIZED AGENTS FOR THE CAP AND TRADE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) – JUDY FRY

*Recommended Action: Adopt Resolution No. 2018-011, a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cap and Trade LCTOP.*

CC 5 RESOLUTION NO. 2018-016, AUTHORIZED AGENTS FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) GRANT PROGRAM – JUDY FRY

*Recommended Action: Adopt Resolution No. 2018-016, a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cal OES Grant Program.*

CC 6 AGENCY CREDIT CARD POLICY, AND PROCUREMENT POLICY AND PROCEDURES MANUAL – REVISION NO. 7 – LYLE BLOCK

*Recommended Action: Approve the Agency's Credit Card Policy and Procurement Policy and Procedures Manual – Revision No. 7.*

- CC 7 RESOLUTION NO. 2018-018, INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) – JAMES MANNIE

*Recommended Action: Adopt Resolution No. 2018-018, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the investment of monies in the LAIF.*

- CC 8 AMENDMENT #1 TO AVTA CONTRACT #2017-08 WITH ANTELOPE VALLEY COLLEGE FOR THE CAMPUS CONNECT STUDENT PASS PROGRAM – NORM HICKLING

*Recommended Action: Authorize the Executive Director/CEO to execute Amendment #1 to Contract #2017-08 with Antelope Valley College (AVC) for the Campus Connect Student Pass Program that adds three additional Academic School Years 2018/2019, 2019/2020 and 2020/2021, commencing on or about August 1 (Fall Semester) and ending on or about the following June 30 (Spring Semester).*

**NEW BUSINESS (NB):**

- NB 1 CONTRACT AWARD FOR AVTA ELECTRIC BUS CHARGING AT PALMDALE TRANSPORTATION CENTER – LYLE BLOCK

*Recommended Action: Authorize the Executive Director/CEO to execute Contract #2018-11 for the AVTA Electric Bus Charging at Palmdale Transportation Center to Amtek Construction, Whittier, CA, for the amount of \$353,547.78, plus applicable permit fees and sales tax.*

- NB 2 2018 SUMMER/FALL SERVICE CHANGES – MARK PERRY

*Recommended Action: (1) Approve staff's proposed Summer/Fall 2018 local service schedule and service delivery plan; (2) Direct staff to work with Transdev's local management team to implement approved schedule and plan; and (3) Direct staff to continue to monitor local service performance and provide periodic status reports to the Board.*

- NB 3 COMMUNITY WORKFORCE AGREEMENT BETWEEN THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS AND ANTELOPE VALLEY TRANSIT AUTHORITY – NORM HICKLING

*Recommended Action: Authorize the Executive Director/CEO to execute a Community Workforce Agreement. The agreement establishes labor relations policies and procedures for the Antelope Valley Transit Authority (AVTA) and craft employees represented by unions engaged in AVTA's inductive battery-electric improvement projects. The duration of the agreement will be for a two-year term, with three one-year optional renewals upon mutual written agreement of the noted parties. The agreement will not exceed a five-year period.*

**CLOSED SESSION (CS):**

**PRESENTATION BY LEGAL COUNSEL OF ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:**

- CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(a)  
Pending Litigation: Clark v. AVTA, LASC Case No. MC026036  
Pending Litigation: Sabina M. Andrade v. AVTA  
Pending Litigation: Marsh v. AVTA USDC case No. 2:16-cv-0937-PSG  
Pending Litigation: Edsger Alvarez v. AVTA Summons Case No. BC700987  
Benjamin Alfaro v. AVTA Summons Case No. BC701049
- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)  
Significant exposure to litigation (one potential case)
- CS 3 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of whether to initiate litigation (one potential case)
- CS 4 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(D)(4)  
Consideration of initiation of litigation (one potential case)

**RECESS TO CLOSED SESSION**

**RECONVENE TO PUBLIC SESSION**

**REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION**

**REPORTS AND ANNOUNCEMENTS (RA):**

- RA 1 Report by the Executive Director/CEO

**MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:**

During this portion of the meeting, Board Members may address non-agenda items by briefly responding to statements made or questions posed by the public, asking a question for clarification, making a brief announcement, or making a brief report on their own activities. **State law generally prohibits the AVTA Board of Directors from taking action on or discussing items not on the agenda.** Matters will be referred to the Executive Director/CEO for follow-up.

**ADJOURNMENT:**

Adjourn to the Regular Meeting of the Board of Directors on August 28, 2018 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6<sup>th</sup> Street West, Lancaster, CA.

**The agenda was posted by 5:00 p.m. on July 19, 2018 at the entrance to the Antelope Valley Transit Authority, 42210 6<sup>th</sup> Street West, Lancaster, CA 93534.**

Copies of the staff reports and attachments or other written documentation relating to each proposed item of business on the agenda presented for discussion by the Board of Directors are on file in the Office of the Executive Director/CEO. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the AVTA to the Board of Directors less than 72 hours prior to that meeting are on file in the Office of the Executive Director/CEO. These documents are available for public inspection during regular business hours at the Customer Service window of the AVTA at 42210 6<sup>th</sup> Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2206.



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Public Hearing and Adoption of the Disadvantaged Business Enterprise (DBE) Program and Goal-Setting Methodology for Federal Fiscal Years (FFY's) 2019 through 2021 (October 1, 2018 through September 30, 2021)

---

## **RECOMMENDATION**

That the Board of Directors:

1. Consider any public comments received;
2. Close the public comment period;
3. Approve the new DBE program, Overall Goal-Setting Methodology, and goal of 4%;
4. Adopt Resolution No. 2018-017, a Resolution of the Board of Directors of the Antelope Valley Transit Authority approving the revised Federal Transit Administration required DBE Program and Overall Goal-Setting Methodology for FFY's 2019 through 2021.

## **FISCAL IMPACT**

There is no direct fiscal impact.

## **BACKGROUND**

AVTA receives federal financial assistance from the Department of Transportation and, as a condition of receiving this assistance, AVTA has signed an assurance that it will comply with Title 49 CFR, Part 26. This updated program is required to ensure non-discrimination in the award and administration of DOT-assisted contracts, create a level playing field on which DBE's can fairly compete for the Authority's DOT-assisted contracts, and ensure that only firms that fully meet Title 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the Authority's DBE Program.

The Authority's proposed program and goal of 4% was posted on the AVTA website and in accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the AVTA market area were contacted and provided an opportunity to review the triennial goal analysis and provide input. The Authority also published notices in the general circulation newspaper, local minority media, and provided to other local agencies, and included:

- A statement that the program, goal methodology and proposed annual overall goal for DBE participation in AVTA's DOT-assisted contracts are available for public inspection for a period of 30 days from the date of publication.
- Notification that AVTA will accept public comments on the proposed program, goal methodology and new annual overall goal of 4% for a period of 45 days from the date of publication and provided instructions for the submission of comments.

Below is the publications' list:

**PUBLIC CONSULTATION AND COMMENTS:**

PUBLICATION	DATE(S)
AV Press General Circulation Media	May 18, 2018 and June 15, 2018
Our Weekly Minority Media	May 18, 2018, June 1, 2018 and June 22, 2018
AVTA Website	May 15, 2018 thru July 15, 2018
AV African American Chamber of Commerce	May 25, 2018 thru June 25, 2018
AV Hispanic Chamber of Commerce	May 25, 2018 thru June 25, 2018
Kern County Hispanic Chamber of Commerce	May 25, 2018 thru June 25, 2018
African American Network of Kern County	May 25, 2018 thru June 25, 2018
Kern County Minority Contractors Association	May 25, 2018 – No longer active.
Asian American Engineers/Architects Association	May 25, 2018 thru June 25, 2018
Los Angeles Latino Chamber of Commerce	May 25, 2018 thru June 25, 2018
Women's Business Enterprise Council West	May 25, 2018 thru June 25, 2018
American Indian Chamber of Commerce of California	May 25, 2018 thru June 25, 2018
National Association of Women In Construction	May 25, 2018 thru June 5, 2018
Greater Los Angeles African American Chamber of Commerce	May 25, 2018 thru June 25, 2018

**OUTREACH MEETINGS ON May 30, 2018 AND June 12, 2018:**

PUBLICATION	DATE(S)
AV Press General Circulation Media	May 22, 2018 and June 5 <sup>th</sup> , 2018
Our Weekly Minority Media	May 25, 2018 and June 8, 2018
AVTA Website	May 15, 2018 thru June 12, 2018
Lancaster Chamber of Commerce	May 25, 2018
Hispanic Chamber of Commerce	June 5, 2018

AVTA received no public comments on the DBE Program Goal and Methodology or the proposed 4% DBE participation goal.

Prepared by:

Submitted by:

\_\_\_\_\_  
Norm Hickling  
Director of Development Services  
& DBE Liaison Officer

\_\_\_\_\_  
Macy Neshati  
Executive Director/CEO

Attachments:   A – Resolution No. 2018-017  
                      B – DBE Program and Goal Methodology for FFY's 2019 – 2021

BOARD OF DIRECTORS

ANTELOPE VALLEY TRANSIT AUTHORITY

RESOLUTION NO. 2018-017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY APPROVING THE REVISED FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND OVERALL GOAL- SETTING METHODOLOGY FOR FEDERAL FISCAL YEARS 2019 THROUGH 2021**

THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY RESOLVES AS FOLLOWS:

Section 1. Following a noticed public hearing process and the Board's consideration of comments, the Board authorizes and approves the Federal Transit Administration required Disadvantaged Business Enterprise (DBE) Program, and Goal-Setting Methodology and annual goal of 4%.

Section 2. The Secretary of the Board shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of JULY, 2018 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Marvin Crist, Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Darr, Clerk of the Board

\_\_\_\_\_  
Allison E. Burns, General Counsel



**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**August 1, 2018**

Submitted in fulfillment of:  
Title 49 Code of Federal Regulations Part 26

**ANTELOPE VALLEY TRANSIT AUTHORITY  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**



**TABLE OF CONTENTS**

- I. POLICY STATEMENT AND PROGRAM OBJECTIVES ..... 4
  - A. Policy Statement (§26.3) ..... 4
  - B. Objectives (§26.1)..... 4
  - C. Non-Discrimination (§26.7) ..... 4
  
- II. APPLICABILITY (§26.3) ..... 6
  - A. DBE Program Updates (§26.21)..... 6
  - B. Design Build Contracts (§26.53) ..... 6
  
- III. DEFINITION OF TERMS (§26.5) ..... 6
  
- IV. RESPONSIBILITIES FOR DBE PROGRAM IMPLEMENTATION ..... 9
  - A. DBE Liaison Officer (§26.25) ..... 9
  - B. Reconsideration Official (§26.53 (d) (2)) ..... 10
  
- V. ADMINISTRATIVE REQUIREMENTS..... 11
  - A. Federal Financial Assistance Agreement Assurance (§26.13 (a))..... 11
  - B. DBE Financial Institutions (§26.27)..... 11
  - C. DBE Directory (§26.31) ..... 11
  - D. Over Concentration (§ 26.33)..... 11
  - E. Business Development Programs (§26.35; Appendix C & Appendix D) ..... 12
  
- VI. DETERMINING, MEETING AND COUNTING OVERALL DBE GOAL (§26.45; §26.51)..... 12
  - A. Methodology (§26.45)..... 12
  - B. Transit Vehicle Manufacturers (TVM) Certifications (26.49) ..... 16
  - C. Race-Neutral Measures ..... 16
  - D. Race-Conscious Measures ..... 17
  - E. Methodology for Setting Contract- Specific Goals (§26.51)..... 17
  - F. Procedures to Evaluate Award of Contract ..... 17
  - G. Meeting Established Goals and Evidence of Good Faith Efforts (§26.53)..... 19
  - H. Termination of Subcontractor (26.53 (f)(1)(2)) ..... 22
  - I. Use of Set Asides or Quotas (26.43) ..... 22
  - J. Counting DBE Participation (§26.55) ..... 22
  
- VII. REQUIRED CONTRACT PROVISIONS ..... 23
  - A. Contractor’s Assurance Clause Regarding Non-Discrimination (§26.13) ..... 23
  - B. Prompt Payment Provisions (§26.29)..... 24
  - C. Contractor Reporting Requirements and Agency’s Compliance Monitoring and Enforcement (§26.55) ..... 24
  - D. Administrative Remedies for Non-Compliance by Contractors ..... 26



VIII. CERTIFICATION STANDARDS..... 27

IX. RECORDKEEPING AND MONITORING (§26.11 AND 26.37) ..... 27

    A. Bidders List (§26.11) ..... 28

    B. Monitoring Payments to DBEs (§26.37) ..... 28

    C. Reporting to DOT (§26.11) ..... 28

    D. On-Site Performance Monitoring..... 29

    E. Written Certification ..... 29

XI. ATTACHMENTS ..... 29

ATTACHMENT 1: ORGANIZATIONAL CHART..... 30

ATTACHMENT 2: CODE OF FEDERAL REGULATIONS: 49 CFR, SUBTITLE A, PART 26..... 31

ATTACHMENT 3: MONTHLY DBE SUBCONTRACTORS PAID REPORT SUMMARY ..... 32

ATTACHMENT 4: DBE FINAL UTILIZATION REPORT FORM ..... 36

ATTACHMENT 5: OVERALL TRIENNIAL GOAL CALCULATION METHODOLOGY ..... 38

## **I. POLICY STATEMENT AND PROGRAM OBJECTIVES**

### **A. Policy Statement (§26.3)**

ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA) has continued its Disadvantaged Business Enterprise (DBE) program and DBE Goal Methodology for the three-year Federal Fiscal Year (FFY) goal period of 2019-2021 (October 1, 2018 through September 30, 2021), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." AVTA receives Federal financial assistance from the U.S. Department of Transportation (U.S. DOT) and as a condition of receiving this assistance AVTA has provided an assurance that it will comply with Title 49 CFR Part 26. The DBE Program applies to all AVTA's U.S. DOT-assisted projects.

It is the policy of AVTA to ensure that DBEs, as defined in Part 26, have equitable opportunities to compete for and participate in the performance of all AVTA's U.S. DOT-assisted contracts and subcontracts.

### **B. Objectives (§26.1)**

Pursuant to the intent of these Regulations, the AVTA policy objectives are to:

- 1) Ensure non-discrimination in the award and administration of U.S. DOT assisted contracts;
- 2) Create a level playing field on which DBEs can fairly compete for AVTA's U.S. DOT-assisted contracts;
- 3) Ensure the program is tailored in accordance with applicable laws;
- 4) Ensure that only firms that fully meet Title 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the AVTA DBE Program;
- 5) Help remove barriers which impede the participation of DBEs in AVTA's U.S. DOT-assisted contracts; and
- 6) Assist in the development of DBE firms that can compete successfully in the market place outside the DBE Program.

The Procurement and Contracts Officer has been designated as the DBE Liaison Officer (DBELO). In this capacity, the Procurement and Contracts Officer is responsible for implementing all aspects of the DBE Program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by AVTA in its financial assistance agreements with the U.S. DOT. It is the expectation of the Executive Director/CEO that all AVTA personnel shall adhere to the full spirit and the intent of the DBE Program and carry out all DBE requirements accordingly. AVTA has disseminated this policy statement to AVTA's Board of Directors and all components of our organization. AVTA will also distribute this policy statement to DBE and non-DBE business communities that perform work on AVTA's U.S. DOT-assisted contracts through AVTA's contracts and procurement solicitation process.

### **C. Non-Discrimination (§26.7)**

AVTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by Title 49 CFR, Part 26 on the basis of race, color, sex or national origin.

In administering its DBE program, AVTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or



substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Through such efforts, AVTA will ensure contracting and procurement related processes that promote equity in access, consideration and opportunity for DBE's in response to requirements set forth under Title 49 CFR, Part 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

A handwritten signature in blue ink, reading 'Len Engel', is written over a horizontal line.

Len Engel  
Executive Director/CEO

A handwritten date '05/16/18' in blue ink is written over a horizontal line.

Date

## II. APPLICABILITY (§26.3)

AVTA is a recipient of federal funds from the U.S. Department of Transportation (U.S. DOT), and Federal Transportation Administration (FTA), and as a condition of funding assistance, and in accordance with federal regulations published at 49 CFR Part 26 (refer to a link shown on Attachment 2 –Code of Federal Regulations: 49 CFR, Subtitle A, Part 26), AVTA is required to submit for approval a Disadvantaged Business Enterprise Program, to which it agrees to adhere. This Program sets forth the policies and procedures to be implemented by AVTA to ensure that DBEs have equitable opportunity to participate in AVTA DOT-assisted contracting opportunities.

In direct response to legislative requirements, AVTA hereby establishes a DBE Program that will:

- 1) Comply with federal regulations and financial assistance agreements;
- 2) Meet legal standards for unique and narrow program tailoring;
- 3) Ensure non-discrimination in the awarding of DOT-assisted contracts; and
- 4) Reaffirm commitment to fairness and the principles of equal opportunity.

In the event of any conflicts or inconsistencies between the Federal Regulations and AVTA's DBE Program with respect to DOT-assisted contracts, the Federal Regulations shall prevail.

### A. DBE Program Updates (§26.21)

AVTA will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. AVTA will provide to DOT updates representing significant changes in the program. AVTA will also submit an overall triennial goal and corresponding goal setting methodology to each DOT Operating Administration, in accordance with regulatory requirements.

### B. Design Build Contracts (§26.53)

AVTA recognizes that certain modifications are necessary to adapt its DBE Program for use in connection with Design-Build contracts and will, therefore, follow and implement all changes, updates and prescribed requirements set forth in the Federal Register, 49 CFR, Part 26 and specifically 49 CFR Part 26.53.

## III. DEFINITION OF TERMS (§26.5)

Any terms used in this Program that are defined in 49 CFR, Part 26 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below, for additional and more in depth detail, refer to Title 49 CFR, Part 26.5.

**Bidders List:** A list of all contractors, DBE and Non-DBE, which have expressed an interest in bidding on prime contracts and subcontracts on the AVTA's DOT assisted projects.

**Commercially Useful Function:** Work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in AVTA's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

**Compliance:** A contractor has correctly implemented the requirements of the DBE Program.

**Contract:** A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to construction and professional services) and the buyer to pay for them.

**Contractor:** One who participates, through a contract or subcontract (at any tier), in a DOT-assisted program.

**DBE Directory:** List of certified firms, which is used by AVTA and its contractors to identify DBE potential prime contractors and subcontractors and suppliers.

**DBELO:** Disadvantaged Business Enterprise Liaison Officer. The DBELO shall be responsible for implementing all aspects of AVTA's DBE program.

**Department or DOT:** The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

**Disadvantaged Business Enterprise or DBE:** A for-profit small business concern:

- that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and,
- has been certified as Disadvantaged in accordance with Title 49, CFR 26.

**DBE Certification:** A certification issued to a firm by a certifying member agency of the California Unified Certification Program (CUCP), which has been determined to meet all the requirements in accordance with Title 49 CFR, Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the certifying CUCP member.

**DOT-Assisted Contract:** A contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land or improved real property.

**Goal:** A numerically expressed objective, which AVTA or its contractors are required to make Good Faith Efforts to achieve.

**Good Faith Efforts:** Efforts to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and other appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

**Joint Venture:** An association between a DBE firm and one or more other firms to carry out a single, for profit business enterprise, for which the parties combine property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

**Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by specifications.

**North American Industry Classification System (NAICS):** The five to six-digit classification number which best describes the primary business of a firm. The basis for industry classification changed from the 1987 Standard Industrial Classification System (SIC) to the 2002 NAICS.

**Noncompliance:** A contractor has not correctly implemented the requirements of the DBE program.

**Personal Net Worth:** The net values of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participative DBE firm or the individual's equity in their primary place of residence. An individual's personal net worth includes only their own share of assets held jointly as a community property with the individual's spouse.

**Program:** Any undertaking on AVTA's part to use DOT financial assistance authorized by laws to which the DBE Program applies.

**Race-Conscious Measure or Program:** A program or portion thereof that focuses specifically on assisting only DBEs, including women-owned DBEs, by the development and inclusion of participation goals or best effort activities.

**Race-Neutral Measure or Program:** A program or portion thereof that assists all small businesses regardless of ownership through community outreach and awareness programs to participate successfully in AVTA's procurement program. For the purposes of the DBE Program, "race neutral" includes gender neutrality.

**Regular Dealer:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.

**Set-Aside:** A contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms or on some other basis not related to qualifications or pricing.

**Small Business Administration or SBA:** The federal United States Small Business Administration.

**Small Business Concern:** With respect to firms seeking to participate as DBEs in DOT- assisted contracts, a business that meets the definition contained in Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR, Part 121) that also does not exceed the cap on average annual gross receipts specified in Part 26.65 (b).

**Socially and Economically Disadvantaged Individual:** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- 1) Found by AVTA to be socially and economically disadvantaged on a case by case basis by a certifying agency pursuant to the standards of the U.S. DOT Title 49 CFR, Part 26.
- 2) A member of any one or more of the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - i. "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
  - ii. "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

- iii. "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- iv. "Asian Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- v. "Subcontinent Asians Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- vi. Women; and
- vii. Any additional group whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

**Subrecipients:** Any entity that receives DOT financial assistance through a primary recipient.

**Transit Vehicle:** A vehicle used by AVTA, e.g. bus or van, for the primary program purpose of public mass transportation; this definition does not include locomotives or ferry boats.

**Transit Vehicle Manufacturer or TVM:** A manufacturer of vehicles used by AVTA for the primary program purpose of public mass transportations (e.g. railcars, buses, and vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers or dealers in transit vehicles with respect to the requirements of Part 26.49 of the Regulation.

**Unified Certification Program (UCP):** One-stop certification clearinghouse, enabling applicants to apply once for DBE certification, which will be honored by all DOT recipients in the state.

#### IV. RESPONSIBILITIES FOR DBE PROGRAM IMPLEMENTATION

##### A. DBE Liaison Officer (§26.25)

AVTA has designated the following individual as the Disadvantaged Business Enterprise Liaison Officer (DBELO):

Norm Hickling, Director of Development/ DBE Liaison Officer  
 ANTELOPE VALLEY TRANSIT AUTHORITY  
 42210 6<sup>th</sup> Street West  
 Lancaster, CA 93534  
 Phone (661) 729-2290 Fax (661) 726-2615  
 Email: [NHickling@avta.com](mailto:NHickling@avta.com)

In this capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that AVTA complies with all provisions of Title 49 CFR, Part 26. The DBELO will have direct, independent access to AVTA's Executive Director/CEO concerning program matters (refer to Attachment 1 - Organization Chart). The DBELO has sufficient support personnel who devote a portion of their time to administer the Program. The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials.

The DBELOs and/or designee's duties include, but are not limited to the following activities:

- 1) Gathers and reports statistical data and other information as required.

- 2) Reviews third party contracts and purchase requisitions for compliance with this program.
- 3) Works with all departments to set triennial goals.
- 4) Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
- 5) Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract-specific goals) and monitors results.
- 6) Analyzes AVTA's progress toward goal attainment and identifies ways to improve progress.
- 7) Participates in pre-bid or pre-proposal meetings.
- 8) Advises the Executive Director/CEO and governing body on DBE matters and achievements.
- 9) Determines contractor compliance with Good Faith Efforts provisions and conducts contract DBE goal responsiveness reviews.
- 10) Provides DBEs with information and assistance in preparing bids or proposals, obtaining bonding and insurance.
- 11) Plans and participates in DBE training seminars.
- 12) Provides outreach to DBEs and community organizations to advise them of AVTA's DOT-assisted contracting opportunities.

**B. Reconsideration Official (§26.53 (d) (2))**

In instances where contract DBE goals are established and the Bidder/Proposer fails to satisfy the requirements for meeting the contract goal, or documenting sufficient Good Faith Efforts to do so, in accordance with section VI. G. (2), AVTA will provide the Bidder/Proposer prior to award of the contract, an opportunity for administrative reconsideration of AVTA's determination of non-responsiveness. The administrative reconsideration process will be facilitated by AVTA's Reconsideration Official (RO), Judy Fry, Director of Finance and Administration.

To ensure integrity in the process, the RO will not have played any role in the original determination that the Bidder/Proposer did not meet the established DBE goal, or document sufficient Good Faith Efforts of the subject procurement to be deemed non-responsive.

Within five (5) days of being informed by AVTA that the Bidder/Proposer is deemed non-responsive due to its failure to document and provide sufficient and adequate Good Faith Efforts of subject procurement, a Bidder/Proposer may request administrative reconsideration. Bidder/ Proposers should make this request in writing to the following RO:

Judy Fry, Director of Finance and Administration  
 ANTELOPE VALLEY TRANSIT AUTHORITY  
 42210 6<sup>th</sup> Street West  
 Lancaster, CA 93534  
 E-mail: [JFry@avta.com](mailto:JFry@avta.com)

As part of this reconsideration process, the Bidder/Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate Good Faith Efforts to do so. The Bidder/Proposer will have the opportunity to meet in person with the RO to discuss the issue of whether it met the goal or made adequate Good Faith Efforts to do so. AVTA will send the Bidder/ Proposer a written decision on reconsideration, explaining the basis for finding that the Bidder/Proposer did or did not meet the goal or made

adequate Good Faith Efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Oversight of this process shall be performed by AVTA's Director of Administrative Services, who has been designated as the Reconsideration Official, and shall:

- Ensure that all DBE administrative reconsideration procedural actions are consistent with Title 49 CFR, Parts 26.53 and 26.87 requirements and standards, and that program integrity is maintained at all times.
- Review Bidder/Proposer written documentation or argument concerning the issue of whether it met the goal or made adequate Good Faith Efforts to do so.
- Upon review by AVTA's RO, send the Bidder/Proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
- Maintain verbatim records of hearings conducted.
- Provide determinations in writing to AVTA's DBELO and Executive Director/CEO.

## V. ADMINISTRATIVE REQUIREMENTS

### A. Federal Financial Assistance Agreement Assurance (§26.13 (a))

AVTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. AVTA shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. AVTA's DBE Program, as required by 49 CFR, Part 26 and as approved by FTA, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to AVTA of its failure to carry out its approved Program, the Department may impose sanctions as provided under 49 CFR, Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### B. DBE Financial Institutions (§26.27)

It is the policy of AVTA to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to utilize these institutions and to encourage prime contractors on AVTA DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from AVTA's DBELO.

### C. DBE Directory (§26.31)

AVTA will refer interested persons to the DBE Directory available from the Caltrans Disadvantaged Business Enterprise Program California Unified Certification Program (CUCP) website at [www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/) to assist in identifying certified DBEs.

### D. Over Concentration (§ 26.33)

AVTA has developed policies and procedures to address over concentration of DBE utilization in certain types of work. This is to be accomplished through regular tracking of contract awards and compliance monitoring. AVTA will identify and directly respond to identified over concentration

within specific trades or specialty areas, by modifying contract goals until such time as DBE availability exceeds utilization. Currently, AVTA has not identified any types of work that have a burdensome over concentration of DBE participation.

#### **E. Business Development Programs (§26.35; Appendix C & Appendix D)**

AVTA acknowledges the role of Business Development and Mentor-Protégé Programs in its DBE Program designed to facilitate meeting the objectives of the U.S. DOT DBE Program. AVTA may consider enacting such programs in the future to assist DBEs in enhancing their firms' skills and abilities within their respective industries and to successfully compete for service provider contracts.

### **VI. DETERMINING, MEETING AND COUNTING OVERALL DBE GOAL (§26.45; §26.51)**

#### **A. Methodology (§26.45)**

The DBELO shall establish an overall goal on a triennial basis for the participation of DBEs in all budgeted contracts utilizing U.S. DOT federal financial assistance. Overall goals shall be expressed as a percentage of the total amount of U.S. DOT funds AVTA anticipates expending in the triennial period. AVTA's triennial goals represent the amount of ready, willing and able DBEs that are available to participate in contracting opportunities and are reflective of the number of DBEs that are available to participate in contracting opportunities and are reflective of the amount of DBE participation. The market area shall include: Los Angeles and San Bernardino counties. Previously Kern and San Bernardino counties were included in the market area, but they have since been eliminated from being included due to lack of participation in those regions. AVTA's goal reflects the agency's determination to meet the level of DBE participation one would expect, absent any effects of discrimination. AVTA intends to meet those goals to the maximum extent feasible through the race-neutral measures described herein. Where race-neutral measures are inadequate to meet the overall goals, AVTA will establish specific contract goals with prior approval from US DOT for particular projects with subcontracting opportunities.

In conjunction with the preparation and adoption of the budget for each fiscal year, the DBELO, in consultation with the appropriate departments responsible for contracting activities, will conduct a thorough analysis of the projected number, types of work and dollar amounts of contracting opportunities that will be funded, in whole or in part, by U.S. DOT federal financial assistance for that year.

AVTA's triennial DBE goals will be submitted to each DOT Operating Administration. AVTA anticipates receiving federal financial assistance in excess of the established threshold requirements as follows:

- U.S. DOT FTA – The DBELO will submit its overall goal to FTA by October 1 based on the approved three (3) year schedule.

#### **Step 1: Base Figure**

Once AVTA defines its DOT-assisted contracting programs for the triennial period, AVTA will establish a Base Figure of ready, willing, and able DBEs to participate on AVTA's DOT-assisted contracts, following one of the federally prescribed goal setting methodologies, in accordance with Title 49 CFR, Part 26.45.

AVTA may survey the relative availability of DBEs by:

- Utilizing the most current data available from DBE directories, the California UCP Database and the U.S. Census Bureau's County Business Pattern database to determine the number of ready, willing and able DBEs in the designated market area and the number of ready willing and able businesses that perform work in the same NAICS work codes.
- Dividing the number of ready, willing and able DBEs by the number of all ready, willing and able businesses to derive a base figure for the relative availability of DBEs in AVTA designated market area.
- Weighting the resultant figure based on the amount of federal funds AVTA is projected to award and/ or expend on various industries.
- Utilizing a Bidders List.
- Utilizing data from a disparity study, if available.
- Utilizing another U.S. DOT-recipient's DBE Goal in the same, or substantially similar market.
- Utilizing methodologies that are based on demonstrable evidence of local market conditions and that are designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in AVTA's market area.

### **Step 2: Adjusting the Base Figure**

As a mandatory second step, AVTA will examine all of the evidence available in AVTA's jurisdiction to determine what adjustment, if any, is needed to the base figure in order to arrive at AVTA's overall goal, which may include, but not limited to:

- demonstrated evidence of DBE capacity to perform work in AVTA's DOT-assisted contracting program;
- real market conditions;
- disparity studies conducted within the jurisdiction; and
- other relevant factors, including:
  1. The number, types and dollar value of contracting opportunities projected to be financed with federal funds and to be awarded during the fiscal year.
  2. The number of ready, willing and able DBEs available to compete for such contracts.
  3. Other recipients' goal results in similar contracting opportunities and markets, and the reasons for the level of those results.
  4. The methods used by AVTA to increase DBE participation in federally assisted contracts.
  5. The demographics and business activity of the market area in which AVTA will solicit bids or proposals.
  6. The data from statistical disparities in the ability of DBE's to obtain financing, bonding and insurance requirements to participate in AVTA's DBE program.
  7. The data on employment and self-employment, education and training programs, to the extent AVTA can relate it to the opportunities for DBEs to perform in AVTA's DBE program.

AVTA's breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

### **Step 3. Public Participation & Outreach Efforts (\$26.45; \$26.51)**

#### **1) Publication of Proposed Overall Triennial Goals**

Prior to submission to U.S. Department of Transportation Operating Administration(s), AVTA will publish the proposed triennial goal on AVTA's website. Said publication shall include:

- A statement that the methodology and proposed triennial goal for DBE participation in AVTA's DOT-assisted contracts are available for public inspection for a period of 30 days from the date of publication.
- Notification that AVTA will accept public comments on the proposed goal and rationale for a period of 45 days from the date of publication and provide instructions for the submission of comments.
- The address of AVTA to which comments may be sent.

Upon receipt, AVTA's DBELO will analyze the public comments, summarize the results and formulate modifications to the proposed overall DBE goal or methodology as deemed necessary and forward suggested changes to the Executive Director/CEO.

#### **2) Outreach and DBE Program Consultation**

In addition to the provision of public notice regarding the triennial DBE goal, AVTA will undertake specific efforts to foster public participation, to consult with, and solicit input from a variety of constituent groups representing minorities, women, general contractors, community groups, officials and other organizations reasonably expected to possess information regarding the availability of disadvantaged and non-disadvantaged businesses, the impacts and effects of discrimination on opportunities for DBE, and AVTA's efforts to promote fair competition for DBEs.

#### **3) Small Business Element**

AVTA has established a Small Business Element as a supplement to the existing DBE Program, to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors in direct response to regulatory requirements, 49 CFR Part 26.39 "Fostering Small Business Participation" (Federal Register/ Vol. 76, No. 19/ Friday, January 28, 2011/ Rules and Regulations).

The AVTA has incorporated the following race neutral nondiscriminatory element into its DBE Program, in order to facilitate competition on DOT-assisted public works projects for small business concerns (both DBEs and non-DBE small businesses). The AVTA's Small Business Enterprise Elements are an integral part of our DBE Program for federally-assisted contracts.

To meet the requirements of §26.39, the following elements are designed to increase the participation of small business concerns in the AVTA contracting activities:

##### **i. Acquisition of Supplies or Services**

On an annual basis at least 10% of acquisition of supplies or services that has an anticipated dollar value exceeding \$3,000 but not over \$75,000 shall automatically be reserved exclusively for small business concerns and shall be set aside for small

business unless the Procurement and Contracts Officer and/or Project Manager determines there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery.

- Unrestricted Acquisition Documentation Requirement

If the Procurement and Contracts Officer and/or Project Manager do not proceed with the small business set-aside and purchases on an unrestricted basis, the Procurement and Contracts Officer and/or Project Manager shall include in the contract file the reason for this unrestricted purchase.

- Response to Set-aside Solicitation

If the Procurement and Contracts Officer and/or Project Manager receives only one acceptable offer from a responsible small business concern in response to a set-aside, the Procurement and Contracts Officer and/or Project Manager should make an award to that firm using Sole Source/Respondent Justification Procurement.

If the Procurement and Contracts Officer and/or Project Manager receives no acceptable offers from responsible small business concerns, the set-aside shall be withdrawn and if the requirements are still valid, shall be re-solicited on an unrestricted basis.

- ii. Small Business Concern Eligibility Requirements

In accordance with 49 CFR, Part 26.5, the AVTA will utilize the definition as defined for a small business concern pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

- iii. Provide Small Business Development Training for SBEs

To further foster the growth and development of SBEs that AVTA will provide following race-neutral activities:

- Conduct Outreach to SBEs: AVTA will publicize its current and new SBE Elements through the use of its website; press contacts; social media; networking events and small business groups;
- Quarterly: “How to Do Business with AVTA” Workshops, designed to help SBE firms understand how to do business with AVTA. The orientation covers the requirements a business must meet in order to do business with the AVTA; the certifications that are required for certain programs or types of projects; the types of contracts the AVTA typically performs; where to find solicitations; and how to obtain other information about AVTA;
- Attendance at Vendor Fairs/Business Networking Events: AVTA representatives attend vendor fairs of other agencies to provide information on how to do business with AVTA and information on upcoming contracting opportunities;
- Host Annual AVTA Vendor Outreach Event: On an annual basis, the AVTA host a Vendor Fair, provides an orientation on how to do business with the AVTA and shares upcoming contracting opportunities.

- Memberships in Contracting Organizations: The AVTA is a member of various contracting organizations and attends membership meetings and membership events to provide information on how to register as an AVTA vendor; and
- Provide training for AVTA personnel and contractors on the SBE Elements.

iv. Small Business Verification

In order to be considered for participation in the AVTA's Small Business Set-Aside Element, a small business must be certified by another entity such as the State of California's Office of Small Business & DVBE Services [OSDS]. The AVTA is a "Local Government Reciprocity Partner with the OSDS. AVTA also participates as a "Non-certifying Unified Certification Program (UCP) Member Agency." For listing of certifying member agencies, see page 35 of the AVTA's DBE Program. Proof of eligibility must be provided to the AVTA along with "Statement of Penalty of Perjury Declaration."

v. Small Business Tracking Requirements

The AVTA will collect data on the firms participating in the Small Business Set-Aside Element to facilitate evaluation of whether the new element is helping achieve the objectives of the circular.

vi. Sub-Recipient Requirements

The AVTA's Small Business Set-Aside Element shall be applicable to sub-recipients unless the sub-recipient has its own DBE program.

**B. Transit Vehicle Manufacturers (TVM) Certifications (26.49)**

AVTA shall require Transit Vehicle Manufacturers to certify that they have fully complied with this section and have established an Overall Triennial Goal by identifying general dollar volume of work; by designated category, (i.e. construction, professional services, maintenance and supplies and equipment).

**C. Race-Neutral Measures**

AVTA will consider the following factors to project levels of DBE participation to be met through race-conscious measures in order to determine its Triennial Goal by identifying general dollar volume of work; by designated category, (i.e. construction, professional services, maintenance and supplies and equipment).

AVTA intends to use race and gender neutral methods to the maximum extent feasible to achieve its triennial DBE goal. DBE participation that is obtained on contracts that have no specific DBE goal, or where prime contractors use a strictly competitive bidding process or do not consider the DBE's status as a DBE in awarding a subcontract shall be considered race-neutral and gender-neutral DBE participation. In addition, AVTA will use the following measures as appropriate:

- 1) Configuring large contracts into smaller contracts when feasible, which would make contracts more accessible to small business, and would not impose significant additional cost, delay or risk to AVTA;
- 2) Identifying components of the work, which represents subcontracting opportunities and identifying the availability of DBE subcontractors to participate in proportion to total available subcontractors. Contractors will be encouraged to consider subcontractors for

components of the work for which there is a known supply of ready, willing, and able subcontractors, including DBE subcontractors, in preparing their bids;

- 3) Assisting in overcoming limitations in bonding and financing;
- 4) Providing technical assistance in orienting small businesses to public contracting procedures, use of the Internet, and facilitating introductions to AVTA and other U.S. DOT recipients' contracting activities;
- 5) Providing outreach and communications programs on contract procedures and contract opportunities to ensure the inclusion of DBEs;
- 6) Ensuring the distribution of the DBE Directory to the widest feasible universe of potential prime contractors; and
- 7) Providing business development assistance.

#### **D. Race-Conscious Measures**

AVTA will consider the following factors to project levels of DBE participation to be met through race-conscious measures in order to determine its Triennial Goal by identifying general dollar volume of work; by designated category, (i.e. construction, professional services, maintenance and supplies and equipment).

In accordance with Title 49 CFR, Part 26, AVTA will project how much of the overall goal can be achieved through race and gender-neutral measures, and, will use race-conscious measures such as contract-specific goals, only to meet that portion of the overall goal which is not likely to be met utilizing race-neutral and race-conscious methods as required in accordance with 49 CFR, Part 26.51 (f).

#### **E. Methodology for Setting Contract- Specific Goals (§26.51)**

The DBELO shall establish contract-specific DBE participation goals to meet any portion of the overall goal that AVTA does not project being able to meet using race-neutral means with prior approval from US DOT.

AVTA will establish contract-specific goals only on those DOT-assisted contracts for which subcontracting opportunities have been identified. AVTA will not establish a contract goal on every DOT-assisted contract, and the number of contract goals will be adapted to the individual circumstances of each contract (e.g. type and location of work, subcontracting opportunities, and availability of DBEs to perform).

The DBELO will receive an advance notification form for all project/contract needs with cost estimates and detailed scope of work from the department managing the project.

#### **F. Procedures to Evaluate Award of Contract**

Where applicable, AVTA shall award contracts to the apparent successful Bidder/Proposer as required by the California Public Contract Code. However, for such contracts, as well as for contracts awarded pursuant to a competitive negotiation (RFP or RFQ) procedure, a Bidder/Proposer that fails to demonstrate that it made adequate Good Faith Efforts to do so, in accordance with Section VI.G.2, shall be deemed "non-responsive" and shall be ineligible for award of the contract.

**1) Evaluation of Bids or Proposals**

After the bid opening, or submission deadline for proposals, the DBELO shall review all information for completeness, accuracy and evaluate all bids/proposals to determine whether the Bidders/Proposers submitted all of the information required by 49 CFR, Part 26.53 (b). The apparent successful Bidder/Proposer with the lowest apparent bid price, or the most highly ranked Bidder/ Proposer, who also meets the contract-specific DBE goal or demonstrates adequate good faith efforts, shall be recommended for contract award. In the event the Bidder/Proposer with the lowest monetary bid price fails to meet the contract-specific goal or fails to demonstrate adequate good faith efforts, or is otherwise unresponsive or not responsible, the DBELO shall then evaluate the Bidder/Proposer with the next lowest bid price.

Should the DBELO determine that additional information is needed to evaluate a Bidder's/Proposer's submission with regard to the DBE requirements, the DBELO shall request the Bidder/Proposer to submit the required information, or may contact the listed DBE(s) directly.

**2) Evaluation of DBE Certification Status**

The DBELO shall require that the DBEs listed by bidder/proposers for participation in contracts with goals, be certified as eligible DBEs at time of bid/proposal submission, in order for their participation to be counted towards meeting the established contract-specific DBE goal.

While AVTA is not a certifying agency, it will accept certification from the California Unified Certification Program, which certifies eligibility of DBEs in accordance with 49 CFR, Part 26, Sub-part E: Certification Procedures. (See Section VIII: DBE Certification Standards, for a list of certifying agencies within the State of California).

**3) Recommendation for Award**

Following the determination of the Bidders/Proposer's responsiveness and responsibility to DBE requirements set forth in the solicitation, the DBELO shall prepare a report relative to contract-specific DBE requirements, to be submitted for presentation to the Board of Directors at the time the contract award is considered. The decision of the Board of Directors on the award of contract shall be final and binding on all parties, subject to compliance with AVTA's bid protest procedures.

**4) Bidder's/Proposer's Right to Administrative Reconsideration**

In the event that the DBELO determines that an apparently successful Bidder/Proposer has not met the contract-specific goal and has not demonstrated adequate good faith efforts, the DBELO will notify the Bidder/Proposer in writing. The notification shall include the reasons for the determination and the Bidder / Proposer has the right to submit written documentation and/or appear before the RO for reconsideration prior to the time that a recommendation for award of contract is presented to the Board of Directors. The RO shall provide the Bidder/Proposer with a written decision on reconsideration, explaining the basis for its determination.

In the event that the RO finds that the Bidder/Proposer has not met the contract-specific goal or demonstrated adequate and substantive good faith efforts, the DBELO will deem said bidder non-responsive and evaluate the Bidder/Proposer submitting the next most qualified bid/proposal.

The result of the reconsideration process is not administratively appealable to the Department of Transportation. (Refer to IV.B: Reconsideration Official)

## **G. Meeting Established Goals and Evidence of Good Faith Efforts (§26.53)**

The DBELO shall review the Good Faith Effort documentation submitted by the Bidder/Proposer to determine responsiveness. The DBELO shall determine whether the Bidder/Proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goals as outlined herein.

The following sections outline the requirements of firms competing for Agency contracts to comply with documenting adequate Good Faith Efforts to do so. Failure for a Bidder/Proposer to demonstrate that sufficient Good Faith Efforts were made, will be deemed as non-responsive.

### **1) Meeting Established Goals**

For each solicitation that a DBE goal has been established, AVTA will require bidder/proposers to submit the following information to AVTA at the time of proposal or bid submission:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of the Bidder's/Proposer's commitment to use DBE subcontractors whose participation meets a contract goal, utilizing AVTA's Proposed DBE Responsive Requirement-List of Proposed DBE Subcontractors, Joint Venture/Partner, and Suppliers Form (Appendix C)
- Written and signed confirmation from the DBE firm that it is participating in the contract as provided in the prime contractor's commitment.

### **2) Demonstration of Good Faith Efforts (§26.53)**

AVTA will require (Bidder/Proposer) to comply with Good Faith Effort requirements as a matter of responsiveness. The obligation of the Bidder/Proposer is to make Good Faith Efforts towards meeting the established contract specific DBE goals. The Bidder/Proposer can demonstrate that it has done so either by meeting the contract goal or documenting corresponding Good Faith Efforts undertaken prior to submitting its bid/proposal.

If the Bidder/Proposer's Good Faith Efforts to meet the established goal result in partial or no DBE participation, all Bidders/Proposers must document and submit adequate Good Faith Efforts documentation with the bid/proposal or within 48 hours of AVTA's request, unless otherwise specified in the solicitation document. In this instance, the Bidder/Proposer must demonstrate that it took all necessary and reasonable steps to achieve the established DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the Bidder/Proposer was not fully successful. Mere pro forma efforts are not Good Faith Efforts to meet the DBE requirements.

The DBELO will be responsible for determining whether a Bidder/Proposer who has not met the established contract DBE goal has documented sufficient Good Faith Efforts to be regarded as responsive.

The standards delineated below represent the level of effort necessary to demonstrate Bidder/Proposer's compliance with the Good Faith Effort requirements. It is not intended

to be an all-inclusive or exhaustive list of all Good Faith Efforts that can be taken to meet the objectives of this part. Each factor will be evaluated on a “pass or fail” basis (for example, literal compliance in meeting factor 1 will result in 5 attainable points or zero (0) points for non-literal compliance). For Bidder/Proposer to attain the maximum allocated points within each standard, Bidder/Proposer must literally comply with documenting the full level of effort prescribed. **Bidder/Proposer’s must achieve a minimum of seventy-five (75) points out of a total of one hundred points (100) for the bid/proposal to be considered responsive.**

**I. ATTENDANCE AT PRE-BID OR PRE-PROPOSAL CONFERENCE/ JOB WALK THROUGH 15 POINTS**

**Effort:** Attendance at pre-bid or pre-proposal conference and job walk through, if held by Agency, to solicit the interest of certified DBEs who have the capability to perform the work of the contract.

**Evidence:** Name, title and date of person(s) attending, to be verified by conference attendance sign-in sheet.

**II. IDENTIFICATION OF SCOPE OF WORK FOR SUBCONTRACTING 5 POINTS**

**Effort:** Selecting portions of the work that can be subcontracted to DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime contractor might otherwise prefer to perform these work items with its own forces.

**Evidence:** Identifying scope of work the Bidder/Proposer intends to perform with its own workforce and for subcontracting to DBE sufficient to meet the established DBE goal.

**III. ADVERTISEMENT OF SUBCONTRACTING OPPORTUNITIES 15 POINTS**

**Effort:** Advertisement in one general circulation publication and one or more trade and /or disadvantaged/minority and women’s business focus media outlets. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, Bidder/Proposer’s contact information, including name, address, phone, fax, e-mail and bid solicitation submittal due date. Advertisements should appear a minimum of 10-14 days prior to Bid due date.

**Evidence:** As verification of publication, Bidder/Proposer must provide a listing of all advertisements placed including copies of advertisement tear sheets and/or proof of publication.

**IV. WRITTEN REQUESTS FOR PROPOSALS 10 POINTS**

**Effort:** Provision of written notice to a number of DBEs soliciting interest in the identified subcontracting areas. There should be sufficient numbers of written invitations to DBE firms for each subcontracting opportunity identified. Notices should be issued at least 10 days prior to submittal due date

**Evidence:** Copy of the solicitation letters, a list of recipients grouped by each identified subcontracting area, including name, address, and phone number, and date contacted for all DBE firms for each subcontracting area identified, and identification of mode of communication (letter or fax), including corresponding copies of letters and/or fax confirmations.

#### **V. SOLICITATION FOLLOW-UP**

**15 POINTS**

**Effort:** Subsequent efforts to solicit DBEs within all available subcontracting areas.

**Evidence:** Bidders/Proposers must determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations. Documentation should include:

- (a) Names, addresses and telephone numbers of DBEs contacted by each subcontracting area identified/solicited;
- (b) Description of information timely provided to DBEs regarding plans and specifications for portions of the scope of work to assist DBEs in responding to the solicitation; and
- (c) Statement of justification re: unsuccessful solicitation of DBEs.

#### **VI. NEGOTIATION IN GOOD FAITH**

**30 POINTS**

**Effort:** Negotiating in good faith with interested DBEs, to facilitate DBE participation. Utilization of a sound basis of selection and/or rejection of DBEs bids/proposals.

**Evidence:** Evidence of such negotiation includes the names, addresses, and phone numbers of all subcontractors (DBEs and non-DBEs) who submitted bids; copies of bids for each portion of work solicited; and stated reasons for choice of subcontractor. Barring lack of qualifications to perform work, only significant price differences of 10% (an applicable regulatory guideline) between the selected firm and rejected DBE firms' proposed costs would be considered as valid cause for rejecting bids.

#### **VII. PROVISION OF ASSISTANCE TO DBES TO OBTAIN BONDING LINES OF CREDIT AND/OR INSURANCE**

**5 POINTS**

**Effort:** Provision of assistance to interested DBEs in obtaining bonding, lines of credit, and/or insurance required by the Contractor.

**Evidence:** Brief description of the type of assistance provided by the Bidder/Proposer to interested DBEs in obtaining bonding, lines of credit and/or insurance.

#### **VIII. UTILIZATION OF COMMUNITY OUTREACH SERVICES**

**5 POINTS**

**Effort:** Utilization of outreach services available within the DBE community, including Contractor groups, local, state and federal DBE offices and other organizations that provide assistance in the recruitment and placement of DBEs.

**Evidence:** Copies of emails, faxes, letters, telephone logs, etc., used to contact organizations, which include the names of organizations/groups, dates, names of contacts, email addresses and telephone numbers; and copies of correspondence received from these entities acknowledging contact. The Bidder/Proposer must document outreach to a minimum of five (5) organizations/groups.

As a matter of responsiveness, **only** those with Good Faith Efforts made prior to bid or proposal submission will be considered in the Good Faith Efforts evaluation. Failure to submit the required Good Faith Effort documentation by the time specified will be grounds for finding the bid/proposal non-responsive.

#### **H. Termination of Subcontractor (26.53 (f)(1)(2))**

AVTA will require that the prime contractor may not:

- 1) Terminate for convenience an approved DBE subcontractor (or an approved substituted DBE firm).
- 2) Terminate a subcontractor and perform the work of the terminated subcontract with its own resources or those of an affiliate without AVTA's prior written consent.
- 3) If the DBE subcontractor is terminated, or fails to complete the work specified in the contract for any reason, the prime contractor must make Good Faith Efforts to find another DBE subcontractor to substitute for the original DBE. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

#### **I. Use of Set Asides or Quotas (26.43)**

AVTA **shall not permit** the use of quotas for DBEs on DOT-assisted contracts, in accordance with 49 CFR, Part 26.43. Further, AVTA shall not set aside contracts for DBEs, except in limited and extreme circumstances, where no other method could reasonably be expected to redress egregious instances of discrimination.

#### **J. Counting DBE Participation (§26.55)**

AVTA will count DBE participation toward overall and contract specific goals as provided in the solicitation and contract specifications for the prime contractor, subcontractor, and joint venture partner with prime or subcontractor, vendor of material or supplies.

This section will address how DBE participation is counted toward AVTA's DBE goals, once a DBE is determined to be certified and eligible to participate in AVTA's Program. The following guidelines apply in calculating DBE participation toward meeting established goals in accordance with Title 49CFR, Part 26.55:

- 1) Only work proposed to be performed by a DBE's own work forces (including cost of supplies, materials and equipment leases) obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate.
- 2) When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.
- 3) In instances of joint venture, a Bidder/Proposer may only count toward its DBE goal, which meets certification, ownership and control standards.

- 4) A Bidder/Proposer may count toward its DBE goal, only expenditures to firms that are proposed to perform a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.
- 5) A Bidder/Proposer may count toward its DBE goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and, one hundred (100%) percent of such expenditures to a DBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
- 6) A Bidder/Proposer may count towards its DBE goal, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.
- 7) Special Provisions for Trucking – A Bidder/Proposer may count towards its goal, all transportation services provided by DBE trucking firms, who can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully-licensed, insured truck for use on the contract. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- 8) In cases where DBE certification has ceased during the performance period of the contract, although the prime contractor will continue to report to AVTA the dollar value of the work performed on the monthly form - Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation (GFE) Form. AVTA will not count the participation towards its overall agency goal.
- 9) Do not count the participation of DBE subcontractors toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE subcontractors.

## VII. REQUIRED CONTRACT PROVISIONS

### A. Contractor's Assurance Clause Regarding Non-Discrimination (§26.13)

AVTA will include the following clause in all U.S. DOT assisted contracts and subcontracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements*

*of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as AVTA deems appropriate.”*

## **B. Prompt Payment Provisions (§26.29)**

The AVTA has, by a contract clause pursuant to 49 CFR Part 26, 26.29, “Prompt Payment Mechanisms for Recipients,” included a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires a prime contractor to issue payment to all subcontractors for satisfactory work performed, no later than ten (10) days from the prime contractor’s receipt of payment from AVTA. A provision shall also apply to the disbursement of retention proceeds withheld by the prime, requiring the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days of subcontractor’s satisfactory completion of the accepted work. These prompt payment provisions are required to be incorporated in all subcontract agreements issued by the prime contractor.

The prime contractor shall also incorporate in all subcontract agreements, “a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.”

Failure to comply with this provision or delay in payment without prior written approval from AVTA will constitute noncompliance, which will result in appropriate administrative sanctions including, but not limited to, a penalty of 2% of the amount due per month for every month that payment is not made.

Prior to AVTA’s issuance of progress payments, commencing with the second invoice, the prime Contractor shall provide AVTA with evidence that the Prime Contractor has paid all subcontractors all amounts due for work that the subcontractor has performed.

## **C. Contractor Reporting Requirements and Agency’s Compliance Monitoring and Enforcement (§26.55)**

### **1) Notification of Reporting Responsibilities**

Prior to execution of all contracts containing DBE goals, the prime contractor shall be directed to the contract specification for AVTA’s specific DBE reporting and record keeping requirements.

### **2) DBE Activity Reporting Forms**

All prime contractors shall submit monthly progress reports on DBE utilization to AVTA on **Attachment 3 – Monthly Disadvantage Subcontractors Paid Report Summary**. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report. The last DBE Utilization Report Form report shall be clearly marked “Final.”

### **3) Contractor Good Faith Efforts and Reporting Obligations**

During the term of the contract, the contractor shall continue to make good faith efforts to ensure that DBEs have an opportunity to successfully perform in the contract, and that the contractor meets its DBE goal. These efforts shall include, but not be limited to the following:

- i. Negotiating in good faith to attempt to finalize and execute a subcontract agreement with the DBEs committed to in the proposal.
- ii. Efforts that can be documented to seek out and utilize additional DBE suppliers and DBE subcontractors when necessary and authorized by AVTA.
- iii. Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the contractor.
- iv. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AVTA's approval to substitute the DBE.
- v. As with all subcontractors, ensuring the timely payment of all monies due and owing to DBE subcontractors and suppliers.
- vi. The prime contractor/consultant is advised not to count the participation of DBE subcontractors towards the prime contractor/consultant's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- vii. Alerting AVTA in a timely manner of any problems anticipated in attaining the DBE participation goal committed to in the proposal.
- viii. The prime contractor may not terminate an approved DBE subcontractor for convenience and perform the work of the terminated DBE subcontractor with its own resources or those of an affiliate without the prior written consent from AVTA.
- ix. When a DBE subcontractor is terminated, or fails to complete its designated scope of work on the contract for any reason, the prime contract must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.
- x. Substitutions or additions of an approved DBE subcontractor or change in any scope of work to be performed by the approved DBE subcontractor must be requested in writing by the prime contractor and approved by AVTA.
- xi. Contract Compliance Reporting Requirements – The contractor shall submit monthly progress reports to AVTA, in conformance with the currently approved contract performance schedule reflecting its DBE participation. Failure to submit this report in a timely manner shall result in the imposition of administrative remedies pursuant to AVTA's DBE Policy and U.S. Department of Transportation regulations (49 CFR 26).
- xii. Change in Contract Amount - The dollar amount of Change Orders or another contract modifications that increase or decrease the work area in which DBE's participation has been committed to in the proposal, shall be commensurately added to or subtracted from the total contract base figure used to compute actual dollars paid to DBEs. Revised total contract dollar values shall be reflected in the monthly progress report submitted to AVTA.
- xiii. A review of the contractor's monthly progress reports to determine whether the utilization of DBE firms is consistent with the commitment of the contractor as stated in its bid or proposal.

**D. Administrative Remedies for Non-Compliance by Contractors**

All contractors deemed to be in non-compliance shall be informed in writing, by certified mail, by the DBELO or Designee, that administrative remedies shall be imposed for failure to meet DBE utilization goals and/or submit documentation of good faith efforts. The contractor shall be given five (5) working days from the date of the notice to file a written appeal to the Executive Director/CEO. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The notice shall state the specific administrative remedy to be imposed.

The Executive Director/CEO, at their sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. The written decision of the Executive Director/CEO or designee is final and there is no further appeal.

In the event that the Contractor is unable to meet the DBE goal, AVTA reserves the right to initiate Administrative Remedies, which shall include but are not limited to:

- 1) Withholding of payments due equivalent to the difference between the actual DBE attainment and the contract DBE goal;
- 2) Suspension of payment to the Contractor of any other monies held by the Agency;
- 3) Termination of the contract in part or in whole.

The Administrative Remedies shall not apply if the Contractor is able to demonstrate to the satisfaction of AVTA that it exercised good faith efforts in an attempt to meet the Contract DBE goal.

AVTA will bring to the attention of the FTA through the Civil Rights Officer, any false, fraudulent, or dishonest conduct in connection with the program, so that the FTA can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Part 26.109. AVTA will also consider similar action under its own legal authority, including responsibility determinations in future contracts.

Complaints relative to AVTA's "DBE" Program protests, questions or other individual complaints may be forwarded to AVTA's DBELO at:

Judy Fry, Director of Finance and Administration  
ANTELOPE VALLEY TRANSIT AUTHORITY  
42210 6<sup>th</sup> Street West  
Lancaster, CA 93534  
E-mail: JFry@avta.com

Or the U.S. DOT at:

U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Attn: Office of Civil Rights

## VIII. CERTIFICATION STANDARDS

### **Unified Certification Program (UCP) (§26.81)**

AVTA requires all DBEs listed by Bidder/Proposers for participation to be certified as eligible DBEs at the time of bid/proposal submission. Only participation by DBEs certified under 49 CFR, Part 26 may be counted toward meeting the established contract-specific DBE goal. It is the responsibility of the Bidder/Proposers to verify DBE certification status of all listed DBEs.

AVTA is participating as a Non-Certifying Unified Certification Program (UCP) Member Agency. AVTA will accept DBE Certifications from Certifying Member Agencies, which certify the eligibility of DBEs in accordance with 49 CFR Part 26, under the State of California UCP.

## IX. RECORDKEEPING AND MONITORING (§26.11 and 26.37)

AVTA has developed a recordkeeping system as a mechanism for monitoring and tracking DBE contract awards and prime contractors' progress in attaining DBE goals by verifying actual payments made to committed DBEs throughout the performance of the contract.

Areas of identified non-compliance will be subject to administrative sanctions outlined in Section VII C.

Altogether, these records will document the following:

- 1) Procedures adopted by AVTA to comply with the U.S. DOT regulations.
- 2) Background documentation used to compile U.S. DOT reports, which includes the following data for each contract and subcontract award to a DBE:
  - i. Type of contract;
  - ii. Name and address of each DBE;
  - iii. The dollar amount of each contract and subcontract; and
  - iv. Reports from prime contractors and supplier with an accounting of actual expenditures to DBEs and the progress to date in meeting their DBE participation commitment.
- 3) Efforts made by AVTA to locate and make available contracting opportunities to DBEs and demonstrate good faith efforts to ensure fair participation of DBEs in all Agency contract opportunities, including the following:
  - i. Technical Assistance efforts and referrals made by the Agency on behalf of the DBE firms attempting to do business with AVTA.
  - ii. Outreach program efforts, including seminars, for DBEs.
  - iii. A file for each contract in which AVTA established DBE goals, outreached to DBEs, evaluated the successful competitor's compliance with the DBE goal, and monitored the contractor's performance to meet the DBE goal.

The standards of counting both race neutral and race conscious DBE participation toward a DBE goal imposed on competitors will also apply to AVTA when compiling the DBE reports for U.S. DOT and the Board of Directors.

A DBE may enter into subcontracts whose value may be counted towards its DBE goal. Where, however, a DBE subcontracts a significantly greater portion of the work than is usual according to industry practices, it is presumed not to be performing a commercially useful function and neither the value of

the DBE contract nor lower tier subcontracts may be counted. The DBE may present evidence to AVTA to rebut this presumption.

**A. Bidders List (§26.11)**

AVTA has developed a mechanism to establish and maintain a bidders list consisting of all firms bidding on prime contracts, and bidding or quoting subcontracts on DOT assisted projects. The following information will be included in the bidders list:

- 1) Firm Name;
- 2) Address;
- 3) Years in Business;
- 4) Status as a DBE or non-DBE;
- 5) Type of Work; and
- 6) Annual Range of Gross Receipts

**B. Monitoring Payments to DBEs (§26.37)**

AVTA shall monitor and enforce the prime contractor's compliance with the prompt payment provisions to ensure all contract terms and conditions are fully adhered to. Evidence of payment made to subcontractors must be provided at AVTA's request to verify compliance. Credit toward overall or contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs. Failure to comply with these provisions or delay in payment without prior written approval from AVTA will constitute noncompliance, which will result in appropriate administrative sanctions, up to and including withholding of payment to the prime contractor.

It is the contractor's responsibility to maintain records and documents upon completion of the contract. These records will be made available for inspection upon request by any authorized representative of AVTA or U.S. DOT Operating Administration. This reporting requirement is also extended to any certified DBE subcontractor.

AVTA may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation.

**C. Reporting to DOT (§26.11)**

AVTA will submit to the applicable DOT Operating Administration the "Uniform Report of DBE Awards or Commitments and Payments" (Appendix B) semi-annually on June 1 and December 1 of each year. The June 1 report will include DBE activity from April 1 through September 30. This report presents a summary of DOT-assisted Prime Contracts and Subcontracts awarded or committed to as well as actual payments for contracts completed and the associated dollar value during this reporting period.

Upon request, AVTA will compile and submit ad hoc DBE contract award and progress reports for DOT-assisted projects. AVTA shall also periodically submit DBE progress reports to the Board of Directors.

Furthermore, AVTA will continue to provide reports about AVTA's DBE Program, as directed. These reports will provide DBE participation information on AVTA's race-neutral and gender-neutral

contracts; race-conscious contracts; and the combined DBE participation on all DOT-assisted procurement activities.

**D. On-Site Performance Monitoring**

During the course of the contract containing a DBE goal, AVTA will conduct on-site monitoring to ensure that work committed to DBEs is actually being performed by the DBEs. This monitoring effort is fully incorporated into AVTA' DBE On-site Labor Compliance Program provider field observation process. This observed work will be reconciled against the DBE subcontractor agreement(s) and Prime Contractor Monthly DBE Reporting Form.

**E. Written Certification**

To further ensure the integrity of the DBE Program's intent, AVTA will monitor every contract with a DBE goal, on paper and in the field and will include a written certification that this compliance monitoring effort took place in accordance with AVTA' DBE Compliance Close-Out Report Process

**XI. ATTACHMENTS**

**Attachments:**

Attachment 1: Organizational Chart

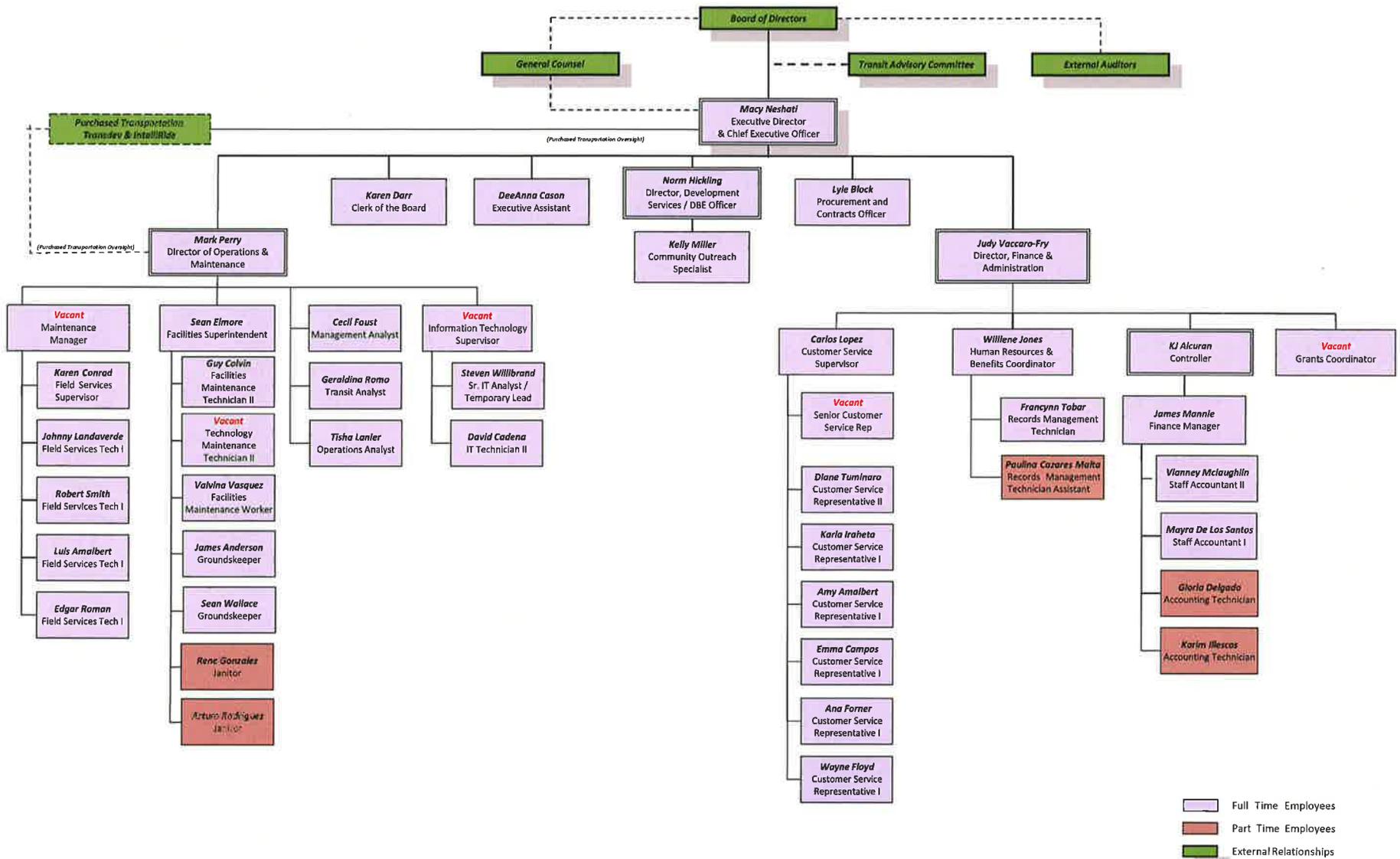
Attachment 2: 49 CFR, Part 26

Attachment 3: Monthly DBE Subcontractors Paid Report Summary

Attachment 4: DBE Final Utilization Report

Attachment 5: Overall Goal Calculation and Race-Neutral / Race-Conscious Projections

ATTACHMENT 1 : FY19 Organizational Chart



**Attachment 2: Code of Federal Regulations: 49 CFR, Subtitle A, Part 26**

See the complete federal regulations through the following link:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)



### Attachment 3: Monthly DBE Subcontractors Paid Report Summary



<b>Reporting Period (Month/Year)</b>	<b>Report Number</b>	<b>Date Prepared</b>
--------------------------------------	----------------------	----------------------

1) Project Name		2) Project Location	
3) Contract Number	4) Original Contract Award Amount	5) Contract Award Date	
6) Current Contract Value	7) AVTA Payment to Prime This Month	8) Total Amount Paid to Prime to Date	
9) Date of Last Payment Received from AVTA	10) Percent of Project Complete	11) DBE Goal % (committed)	
12) Prime Contractor		13) Contact Person	
14) Street Address		15) City/State/Zip	
16) Area Code/Phone No.		17) Email Address	

18) SUBCONTRACTOR/SUPPLIER	Dollars Paid This Month	Dollar Amount Paid to Date	Schedule Activity ID (Construction only)	Type of Work Performed	Original Dollar Amount Committed	Dollar +/- resulting from Change Order Activity
<b>Subcontractor/Supplier #1</b>	↓	↓	↓	↓	↓	↓
Name						
Address						
Area Code/Phone						
Contact Person						
<b>Subcontractor/Supplier #2</b>	↓	↓	↓	↓	↓	↓
Name						
Address						
Area Code/Phone						
Contact Person						
<b>Subcontractor/Supplier #3</b>	↓	↓	↓	↓	↓	↓
Name						
Address						
Area Code/Phone						
Contact Person						



<b>Reporting Period (Month/Year)</b>	<b>Report Number</b>	<b>Date Prepared</b>
--------------------------------------	----------------------	----------------------

<b>Subcontractor/Supplier #4</b>							
Name							
Address							
Area Code/Phone							
Contact Person							
<b>Subcontractor/Supplier #5</b>							
Name							
Address							
Area Code/Phone							
Contact Person							
<b>Subcontractor/Supplier #6</b>							
Name							
Address							
Area Code/Phone							
Contact Person							

**INSTRUCTIONS**  
 The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 10 business days upon receipt of payment from Riverside County Transportation Commission (RCTC) as per Contract Agreement. Payment of retention shall be made to all DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work.

This form is due to RCTC by the 15<sup>th</sup> of each month and should reflect all payments made to subs through the last day of the previous month.

The Prime must report monthly, even if the sub(s) did not perform any work for the previous month. Please forward signed original documents by email and/or fax.

**Completed By:**

--	--	--

**Name**

**Signature**

**Date**



## Instructions – Summary of Monthly DBE Payments Information

### **SUCCESSFUL BIDDER:**

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number "1". The date prepared should also be included.

**IMPORTANT:** Identify **all** DBE firms that were paid during the reporting period for the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the "Dollars Paid This Month". Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the "Dollar +/- resulting from Change Order Activity" column.

This form must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15<sup>th</sup> day of each month.



**ATTACHMENT 4: DBE FINAL UTILIZATION REPORT FORM**

CONTRACT NUMBER:		Invoice Number:	Task Order Number: (if applicable)	Administering Department:		Start Date:	Completion Date:			
				Business Address:		Total Contract Amount: \$				
Prime Contractor's Name (print)						<b>Contract and Procurement and Contracts Officer Completes Section:</b> Total Federal Share Amount: \$                      or                      %				
Prime Contractor's Authorized Representative Name (print)										
Item No.	Description of Work Performed and Material Provided	Company Name and Business Address	DBE/CUCP Certification Number	Gender	Ownership Code(s)	Contract Payments		Date Work Complete	Payment Date	
						DBE	Non-DBE			
						\$	\$			
						\$	\$			
						\$	\$			
						\$	\$			
						\$	\$			
						\$	\$			
						\$	\$			
						\$	\$			
Original Commitment		Ownership Codes: 1 = Black American                      6 = Caucasian 2 = Hispanic American                7 = Woman 3 = Native American                    8 = Other 4 = Asian Pacific American            9 = Not Applicable 5 = Subcontinent Asian American			TOTAL	\$	\$			
\$	or %				Comments					
	DBE									
\$	or %									
Non-DBE										
List all Disadvantaged Business Enterprises (DBEs) and Subcontractors regardless of tier, whether or not the firms were originally listed for DBE goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each firm/entity.										
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>										
Contractor Authorized Representative's Signature					Business Phone Number			Date		
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>										
AVTA's Project Manager's Signature					Business Phone Number			Date		



Copy Distribution (Required): (1) Original: Procurement and Contracts Officer  
(2) Copy: Prime Contractor.  
ATTACHMENT 4 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION REPORT FORM

**Contractor Instructions:**

The Disadvantaged Business Enterprises Utilization Report must be completed and submitted to the AVTA's Procurement and Contracts Officer with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the Contract/Task Work Order).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The DBE column is used to enter the dollar value of work performed by subcontracting firms who are Certified DBE. The Non-DBE column is used to enter the dollar value of work performed only by Non- DBE firms.

DBE Prime Contractors are required to show the corresponding dollar value of work performed by their own forces.

**To confirm the certification status of a DBE, access CalTrans DBE / California Unified Certification Program (CUCP) website at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) or call them at 916-324-1700.**

If a Contractor performing work as a DBE and becomes decertified and still performs work after the decertification date, enter the total value performed by this Contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a Subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

**Date work complete** column: Enter the date the Work and/or Task Order was completed for the respective pay period.

**Date of Payment** column: Enter the date when the Prime Contractor made the payment to the firm for the portion of work listed as being completed. DBE Prime Contractors are required to show the date of work performed by their own forces.

**Contractor's signature:** Contractor certifies that the information on the form is complete and correct.

**Contract and Procurement and Contracts Officer's Instructions:**

Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the form from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date and report the totals to FTA twice a year, mid-April for October 1 through March 30 or each year and mid-October for April 1 through September 30 of each year.

**Attachment 5: Overall Triennial Goal Calculation Methodology**



**42210 6<sup>TH</sup> STREET WEST  
LANCASTER, CA 93534**

**Federal Transit Administration (FTA)  
Overall Disadvantage Business Enterprise (DBE)  
Goal-Setting Methodology**

**Fiscal Federal Years (FFY) 2019-2021  
Goal Period**

**August 1, 2018**

Submitted in fulfillment of:  
Title 49 Code of Federal Regulations Part 26



# TABLE OF CONTENTS

I.	INTRODUCTION .....	3
II.	BACKGROUND .....	3
III.	FTA-ASSISTED CONTRACTING PROGRAM FOR FFY 2019-2021 .....	3
IV.	GOAL METHODOLOGY .....	7
	A. Step 1: Determination of a Base Figure (26.45) .....	7
	B. Step 2: Adjusting the Base Figure .....	9
	1) Past DBE Goal Attainments .....	9
	2) AVTA Bidder's List .....	10
	3) Disparity Study .....	10
	4) Other Available Evidence .....	11
V.	PROPOSED OVERALL DBE GOAL .....	11
VI.	RACE-NEUTRAL IMPLEMENTATION MEASURES .....	11
VII.	VII. PUBLIC PARTICIPATION AND FACILITATION .....	13
	Attachment 1: Website notification .....	14
	Attachment 2: Consultative Process Summary .....	16
	Attachment 3: Publication .....	20
	Attachment 3: Outreach Meeting.....	24



# DBE GOAL METHODOLOGY

## I. INTRODUCTION

Antelope Valley Transit Authority (AVTA) herein sets forth its Overall Disadvantaged Business Enterprise (DBE) Goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal Year (FFY) goal period of 2019-2021 (October 1, 2018 through September 30, 2021), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 “Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Programs.” The purpose of the DBE goal-setting process is to level the playing field so that DBEs can compete fairly for Department of Transportation-assisted contracts, however, the program must be narrowly tailored in accordance with applicable law.

## II. BACKGROUND

AVTA is a recipient of U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA), funding. As a condition of receiving this assistance, AVTA signed an assurance that it will comply with FTA’s DBE requirements. In accordance with Title 49 CFR Part 26 provisions: Participation by DBEs in USDOT Programs, AVTA is required to develop and submit a Triennial Overall DBE Goal for its FTA-assisted projects.

AVTA herein presents its Overall DBE Goal Methodology for FFY 2019-2021.

## III. FTA-ASSISTED CONTRACTING PROGRAM FOR FFY 2019-2021

Table 1 represents AVTA’s FTA-assisted contracting program, which consists of projects considered in preparing this goal methodology. The projects, which include Construction, Professional Services and Materials/Supplies contracting opportunities, are anticipated to be awarded during the triennial period:

**Table 1**

Project Name and Description	Total Estimated Project Cost	Estimated FTA Dollar Share	Estimated FTA % Share
<b>Capital Projects FFY 2019</b>			
Stake Bed Service Trucks with Stake Bed (2)	\$87,500	\$70,000	80.0%
BSIP (Pick-up) Truck (1)	\$62,500	\$50,000	80.0%
Major Bus Components (Engines and Transmissions)	\$62,500	\$50,000	80.0%
Secondary Chargers (WAVE Inductive Receivers for buses)	\$704,906	\$563,925	80.0%
Southeast Valley Transit Center (Bus Stop, Shelter, trash can, concrete, asphalt and inductive electrical charger)	\$462,791	\$370,233	80.0%



<b>Project Name and Description</b>	<b>Total Estimated Project Cost</b>	<b>Estimated FTA Dollar Share</b>	<b>Estimated FTA % Share</b>
FY19 Regional Partnership Projects (10 – New Bus Stop (Shelter, Bench and Trash Cans)	\$625,000	\$500,000	80.0%
Fuel Level Cars (software to send fuel gauge levels)	\$82,500	\$66,000	80.0%
Fuel Management Card System (software to manage fuel authorization cards)	\$2,750	\$2,200	80.0%
Fire Suppression Panels (Replace electronic fire suppression system)	\$13,750	\$11,000	80.0%
Cordless Bus Lifts (Bus Jacks Battery Operated)	\$31,250	\$25,000	80.0%
Annual Workstation Replacement Plan (Computer Workstation Replacement)	\$50,000	\$40,000	80.0%
Veeder Root Communication Upgrade (Phone Line to Ethernet Connection)	\$4,375	\$3,500	80.0%
Avail Modem Upgrade (3G to 4G Modems on buses)	\$235,000	\$188,000	80.0%
Brightside Lobby (Monitors to Display Current Locations of AVTA Buses) (3)	\$4,500	\$3,600	80.0%
Modem Upgrade - HAM / ELMS (3G to 4G Modems)	\$187,500	\$150,000	80.0%
Transit Asset Management (TAM) Software (Software Required by FTA to track assets)	\$125,000	\$100,000	80.0%
Surface Pro + Case (30) (Computers for Staff)	\$37,500	\$30,000	80.0%
POS Card Readers - Customer Service (Credit Card Machines)	\$6,250	\$5,000	80.0%
Elerts Emergency Alert Program Software (Disaster notification software to alert employees)	\$5,268	\$4,214	80.0%
Facility Access Upgrade - Rekey Facility (Missing Keys)	\$7,500	\$6,000	80.0%
Fall Protection System (Bus Scaffolding HVAC Systems Repair)	\$37,500	\$30,000	80.0%
JARC Voucher Program (Work transportation for qualified patrons)	\$156,000	\$156,000	100.0%
JARC Commuter Expansion (Payments to institute additional services)	\$135,000	\$135,000	100.0%
<b>Capital Projects FFY 2020</b>			
Farebox Replacement Project - 1st 1/2 of project	\$537,500	\$430,000	80.0%
Support Vehicles (Driver relief cars)	\$212,500	\$170,000	80.0%
Major Bus Components (Engines and Transmissions)	\$25,000	\$20,000	80.0%
Lancaster Metrolink Transit Center Renovation (Bus Shelter, Bench, Trash Can and Inductive Charger)	\$625,000	\$500,000	80.0%



<b>Project Name and Description</b>	<b>Total Estimated Project Cost</b>	<b>Estimated FTA Dollar Share</b>	<b>Estimated FTA % Share</b>
Palmdale/25th E. Transit Center (Bus Shelter, Bench, Trash Can and Inductive Charger)	\$625,000	\$500,000	80.0%
Lake Los Angeles Transit Center (Bus Shelter, Bench, Trash Can and Inductive Charger)	\$625,000	\$500,000	80.0%
Antelope Valley College Transit Center Renovation (Bus Shelter, Bench, Trash Can and Inductive Charger)	\$625,000	\$500,000	80.0%
Ave P. / Sierra Hwy (Bus Shelter, Bench, Trash Can)	\$75,000	\$60,000	80.0%
Bus Wash (Replace Bus Wash System)	\$1,250,000	\$1,000,000	80.0%
Roll-up Shop Doors (Replace Overhead Garage Doors) (16 ft wide)	\$137,500	\$110,000	80.0%
Customer Service / Maintenance / Admin Equipment (Copiers, printer, projectors, monitors replacement)	\$125,000	\$100,000	80.0%
Secure Facility Access (Replace door access hardware and software) - Lenel Security Card Reader	\$187,500	\$150,000	80.0%
Annual Workstation Replacement Plan (Computer desktop replacement)	\$50,000	\$40,000	80.0%
Communication Upgrade Equipment (Wireless Access Points AVTA Facility)	\$62,500	\$50,000	80.0%
Tyler Software Upgrade (Upgrade Accounting Software)	\$62,500	\$50,000	80.0%
VoIP Communications Installation (Replace phone system)	\$450,000	\$360,000	80.0%
JARC Voucher Program (Work transportation for qualified patrons)	\$150,000	\$150,000	100.0%
<b>Capital Projects FFY 2021</b>			
Support Vehicles (Replace Vans)	\$91,250	\$73,000	80.0%
Major Bus Components (Engines and Transmissions)	\$62,500	\$50,000	80.0%
Regional Partnership Projects ADA Upgrade 12 Bus Stops (Shelter, Bench and Trash Can)	\$625,000	\$500,000	80.0%
Major Facility / Shop Equipment (Air conditioning Equipment Replacement)	\$125,000	\$100,000	80.0%
Customer Service / Maintenance / Admin Equipment (Copiers, printer, projectors, monitors replacement)	\$137,500	\$110,000	80.0%
Annual Workstation Replacement Plan (Computer desktop replacement)	\$50,000	\$40,000	80.0%
Communications Upgrade Equipment (VOIP Switch Replacement)	\$62,500	\$50,000	80.0%
Access Point Software Upgrade	\$62,500	\$50,000	80.0%



Project Name and Description	Total Estimated Project Cost	Estimated FTA Dollar Share	Estimated FTA % Share
JARC Voucher Program (Work transportation for qualified patrons)	\$150,000	\$150,000	100.0%
<b>TOTAL</b>	<b>\$10,465,840</b>	<b>\$8,372,672</b>	<b>81.1%</b>

AVTA does not pass any FTA funds to any subrecipients.

Table 2 provides a summary of the categories of work with estimated cost breakdown for each. Categories of work are groups utilizing comparable North American Industry Classification System (NAICS) codes for purposes of weighting the categories of work based on the staff estimates.

**Table 2**

NAICS Code	Category of Work	Estimated FTA Dollars by NAICS	Estimated FTA % by NAICS
237310	Highway, street, and bridge construction	\$186,703	2.2%
238110	Poured concrete foundation and structure contractors	\$485,832	5.8%
238140	Masonry contractors	\$672,856	8.0%
238210	Electrical contractors and other wiring installation contractors	\$271,758	3.2%
238220	Plumbing, heating, and air-conditioning contractors	\$57,559	0.7%
238350	Finish carpentry contractors	\$45,000	0.5%
332321	Metal window and door manufacturing	\$65,000	0.8%
333415	Air-conditioning and warm air heating equipment and commercial and industrial refrigeration equipment manufacturing	\$80,000	1.0%
334111	Electronic computer manufacturing	\$270,000	3.2%
334118	Computer terminal and other computer peripheral equipment manufacturing	\$480,433	5.7%
335311	Power, distribution, and specialty transformer manufacturing	\$833,298	10.0%
335312	Motor and generator manufacturing	\$120,000	1.4%
336111	Automobile manufacturing	\$170,000	2.0%
336112	Light truck and utility vehicle manufacturing	\$173,000	2.1%
336211	Motor vehicle body manufacturing	\$20,000	0.2%
423390	Other construction material merchant wholesalers	\$1,221,475	14.6%
423420	Office equipment merchant wholesalers	\$60,000	0.7%
423430	Computer and computer peripheral equipment and software merchant wholesalers	\$360,000	4.3%
423490	Other professional equipment and supplies merchant wholesalers	\$5,000	0.1%
423830	Industrial machinery and equipment merchant wholesalers	\$55,000	0.7%
423850	Service establishment equipment and supplies merchant wholesalers	\$412,000	4.9%
424120	Stationery and office supplies merchant wholesalers	\$40,000	0.5%
454111	Electronic shopping	\$234,414	2.8%



NAICS Code	Category of Work	Estimated FTA Dollars by NAICS	Estimated FTA % by NAICS
485991	Special needs transportation	\$591,000	7.1%
541310	Architectural services	\$558,974	6.7%
541611	Administrative management and general management consulting services	\$240,094	2.9%
561622	Locksmiths	\$6,000	0.1%
811192	Car washes	\$657,277	2.2%
<b>TOTAL</b>		<b>\$8,372,672</b>	<b>100.0%</b>

#### IV. GOAL METHODOLOGY

##### A. Step 1: Determination of a Base Figure (26.45)<sup>1</sup>

To establish AVTA’s Base Figure of the relative availability of DBEs relative to all comparable firms (DBE and Non-DBE) available to bid or submit proposals on AVTA’s FTA-assisted contracting opportunities projected to be solicited during the triennial goal period, AVTA followed the prescribed federal methodology to determine relative availability. This was accomplished by assessing the *California Unified Certification Program (CUCP) DBE Database of Certified Firms* and the *2016 U.S. Census Bureau County Business Patterns Database* within AVTA’s market area, defined as Los Angeles and Kern counties for each of the categories of work defined in Table 2.

The Federal DBE program requires agencies to implement the DBE program based on information from the relevant geographic market area—the area in which the agency spends the substantial majority of its contracting dollars.

AVTA’s local market for contracts consists of a geographic area that:

- is where a large majority of contracting dollars is expended, and
- is where a substantial number of contractors and subcontractors are located and available to submit bids or quotes.

The AVTA bidder’s list was reviewed, and it confirms this market area.

In accordance with the formula listed below, the Base Figure is derived by:

- dividing the number of ready, willing and able DBE firms identified for each NAICS work category by the number of all firms identified within AVTA’s market area for each corresponding work category (*relative availability*),
- weighting the relative availability for each work category by the corresponding work category weight from Table 2 (*weighted ratio*), and
- adding the weighted ratio figures together.

<sup>1</sup> 26.45 represents Title 49 CFR Part 26 regulatory goal setting methodology reference.



$$\text{Base Figure} = \sum \frac{(\text{Number of Ready,Willing and Able DBEs})}{(\text{Number of All Ready,Willing and Able Firms})} \times \text{weighted ratio}$$

⇒ For the numerator: CUCP DBE Database of Certified Firms

⇒ For the denominator: 2016 U.S. Census Bureau County Business Patterns Database

A concerted effort was made to ensure that the scope of businesses included in the numerator were as close as possible to the scope included in the denominator.

The result of the Base Figure calculation is shown in Table 3 as follows:

**Table 3**

NAICS Code	Category of Work	Estimated FTA % by NAICS	DBEs <sup>2</sup>	All Firms <sup>3</sup>	Weighted Ratio
237310	Highway, street, and bridge construction	5.8%	73	96	4.4%
238110	Poured concrete foundation and structure contractors	8.0%	39	289	1.1%
238140	Masonry contractors	3.2%	12	221	0.2%
238210	Electrical contractors and other wiring installation contractors	0.7%	54	2,011	0.0%
238220	Plumbing, heating, and air-conditioning contractors	0.5%	22	2,447	0.0%
238350	Finish carpentry contractors	0.8%	7	445	0.0%
332321	Metal window and door manufacturing	1.0%	0	45	0.0%
333415	Air-conditioning and warm air heating equipment and commercial and industrial refrigeration equipment manufacturing	3.2%	0	33	0.0%
334111	Electronic computer manufacturing	5.7%	0	14	0.0%
334118	Computer terminal and other computer peripheral equipment manufacturing	10.0%	0	30	0.0%
335311	Power, distribution, and specialty transformer manufacturing	1.4%	1	6	0.2%
335312	Motor and generator manufacturing	2.0%	0	21	0.0%
336111	Automobile manufacturing	2.1%	0	5	0.0%
336112	Light truck and utility vehicle manufacturing	0.2%	0	4	0.0%

<sup>2</sup> From the CUCP DBE Database of Certified Firms

<sup>3</sup> From the 2016 U.S. Census Bureau County Business Patterns Database



NAICS Code	Category of Work	Estimated FTA % by NAICS	DBEs <sup>2</sup>	All Firms <sup>3</sup>	Weighted Ratio
336211	Motor vehicle body manufacturing	14.6%	0	23	0.0%
423390	Other construction material merchant wholesalers	0.7%	5	94	0.0%
423420	Office equipment merchant wholesalers	4.3%	2	233	0.0%
423430	Computer and computer peripheral equipment and software merchant wholesalers	0.1%	6	426	0.0%
423490	Other professional equipment and supplies merchant wholesalers	0.7%	4	63	0.0%
423830	Industrial machinery and equipment merchant wholesalers	4.9%	6	884	0.0%
423850	Service establishment equipment and supplies merchant wholesalers	0.5%	6	164	0.0%
424120	Stationery and office supplies merchant wholesalers	2.8%	6	251	0.1%
454111	Electronic shopping	7.1%	2	2,294	0.0%
485991	Special needs transportation	6.7%	2	119	0.1%
541310	Architectural services	2.9%	43	1,046	0.1%
541611	Administrative management and general management consulting services	0.1%	233	2,801	0.0%
561622	Locksmiths	7.9%	0	135	0.0%
811192	Car washes	0.0%	2	657	0.0%
<b>BASE FIGURE</b> (i.e., Sum of Weighted Ratios for all Work Categories)					
<b>6.4%</b>					

**B. Step 2: Adjusting the Base Figure**

Upon establishing the Base Figure, AVTA reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within the market area, in accordance with prescribed narrow tailoring provisions as set forth under 49 CFR Part 26.45: Step 2, DBE Goal Adjustment Guidelines.

Evidence considered in making adjustments to the Base Figure included Past DBE Goal Attainments and Other Evidence, as follows:

**1) Past DBE Goal Attainments**

Historical DBE participation attainments provide demonstrable evidence of DBE availability and capacity to perform on MTS projects. The projects anticipated to



be awarded during the triennial period are substantially similar to those awarded in the recent past. AVTA proceeded to calculate past DBE participation attainments for the three (3) federal fiscal years, for which DBE attainment data is available. The table below reflects the demonstrated capacity of DBEs (measured by actual historical DBE participation attainments) on FTA-assisted contracts awarded by AVTA within the last three (3) federal fiscal years.

**Table 4**

FEDERAL FISCAL YEAR (FFY)	FTA DBE GOAL ATTAINMENT %
2016/2017	2.2%
2015/2016	3.2%
2014/2015	0.1%
<b>Median DBE Attainment Within the Last Three (3) Years</b>	<b>2.2%</b>

The median established for the past three years was derived from limited participation of DBEs in the most northerly part of Los Angeles County and the most southeastern part of Kern County, it is significantly lower than the Base Figure derived from Step 1. Therefore, an adjustment to the Base Figure based on AVTA’s past DBE goal attainments has been made. The adjustment is calculated by averaging the Base Figure with the median DBE Past Attainment, as shown below.

Base Figure (A)	6.4%
Median DBE Attainment (B)	2.2%
<b>Adjusted Base Figure [(A+B)/2]</b>	<b>4.3%</b>

**2) AVTA Bidder’s List**

AVTA will continue to capture Bidders List information for the identification and potential use in meeting future DBE goal determinations.

**3) Disparity Study**

AVTA has reviewed both of the recent Caltrans and Los Angeles Metro disparity studies. After careful consideration, AVTA has determined that the scopes of work are substantially different than what AVTA provides. Therefore, AVTA has not adjusted the based figure due to a local disparity stud.

AVTA uses a strictly race-neutral DBE program since the Westerns States decision. If AVTA fails to reach its goal for one more complete federal fiscal year, AVTA will we re-evaluate its DBE program to determine whether contract goals are



necessary to achieve the overall goal. If after re-evaluation AVTA believes a race-conscious program is necessary, as required by Western States, AVTA will gather evidence to determine if discrimination in the transportation contracting industry is present. AVTA will make a determination at that time what type of evidence gathering is appropriate, based on DOT regulations and case law.

#### 4) Other Available Evidence

AVTA is not in possession of other information that would have an impact on the DBE goal assessment.

### V. PROPOSED OVERALL DBE GOAL

**The Final Proposed Overall DBE Goal for FFY 2019-2021 for AVTA’s FTA-assisted contracts is 4%<sup>4</sup>.** The DBE Goal based on the federal share is a Race Neutral goal and AVTA will implement race neutral measures to achieve this goal, as generally described in the following section. As a part of the prescribed goal-setting methodology, AVTA must project the percentage of its Proposed Overall DBE Goal that can be met utilizing race-neutral and race-conscious measures.

#### Race-Conscious & Race-Neutral Projection

AVTA intends to continue to use race-neutral methods to meet the overall DBE goal of 4% for FFY 2019-2021 in accordance with Title 49 CFR Part 26.51.

<b>RACE/GENDER-CONSCIOUS &amp; RACE/GENDER-NEUTRAL PROJECTIONS</b>	
<b>Overall DBE Goal</b>	<b>4%</b>
<b>Race/Gender-Conscious Component</b>	<b>0%</b>
<b>Race/Gender-Neutral Component</b>	<b>4%</b>

### VI. RACE-NEUTRAL IMPLEMENTATION MEASURES

AVTA is currently implementing a number of race- and gender-neutral remedies to outreach and promote the participation of DBEs and small businesses in AVTA’ FTA-assisted contracting program. AVTA plans to continue or implement the following race-neutral measures for FFY 2019-2021 and will continue to explore other options for consideration based on AVTA’ success in meeting its overall DBE goals based on these efforts:

---

<sup>4</sup> Rounded to a whole number.

- AVTA will encourage DBE and other small business contracting community to register and receive solicitation notices through its new on-line procurement website: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25014> .
- AVTA will host and participate in workshops for the DBE and small business contracting community. AVTA will attend and participate in vendor fairs hosted by unrepresented groups and other public agencies.
- AVTA will unbundle solicitations, provide pre-bid/pre-proposal conferences to afford networking opportunities for primes and subcontractors. AVTA will promote and encourage teaming opportunities between prospective prime contractors and the DBE and small business contracting community. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation.
- Structure solicitations to remove barriers such as the inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
- AVTA will solicit DBEs and other small businesses participation by carrying out information programs through use of advertisement and other communication methods on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate).
- As a supportive service to help develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses, AVTA will actively promote the small business conferences, programs, and support services offered by other agencies that have established DBE and other small business programs. AVTA will also begin conducting “How to do Business with AVTA” and DBE workshops.
- AVTA will advise its contracting community of the online directory of certified DBEs, found at the California Unified Certification Program website: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).
- AVTA will also advise the contracting community of the available small businesses certified by the California Department of General Services (DGS) and found at: <http://www.dgs.ca.gov/pd/Programs/eprocure.aspx> .
- AVTA will advise the DBE and small business community to participate in Caltrans’ related bidding/proposal opportunities at <http://www.dot.ca.gov/hq/esc/oe/>. AVTA will also encourage DBEs and small businesses to seek the assistance and training through the U.S. Small Business Administration at [www.sba.gov](http://www.sba.gov) .

### **Fostering Small Business Participation<sup>5</sup>**

---

<sup>5</sup> See Title 49 CFR Part 26 Section 26.39 “Fostering Small Business Participation.”

AVTA has implemented several strategies to foster small business participation in its contracting process. These include the following:

- Advertise and push out solicitation notifications thru AVTA's new procurement system website.
- Conducting "How to do Business with AVTA" and DBE workshops.
- On larger prime contracts requiring the prime contractor to consider subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- Ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
- Provide outreach to current AVTA contractors or past AVTA contractors who may qualify for DBE-certification by encouraging them to seek and obtain DBE-certification.

## **VII. PUBLIC PARTICIPATION AND FACILITATION**

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the AVTA market area were consulted and provided an opportunity to review the triennial goal analysis and provide input.

AVTA issued a Public Notice on AVTA's website (Attachment 1) publishing the AVTA Draft Proposed FTA Overall DBE Goal-Setting Methodology for FFY 2019-FFY 2021. The notice informed the public that the proposed goal and rationale were available for inspection at AVTA' principal office during normal business hours and that AVTA would accept comments on the goal analysis for 45 days from the date of the Public Notice.

AVTA reached out to a total of 12 local minority, women, and community business organizations to provide them information on the AVTA DBE program and specifically the Draft Proposed FTA Overall DBE Goal-Setting Methodology for FFY 2019-2021. Each organization was contacted multiple times by telephone and email. A summary of all contact made in an attempt to receive input as a part of this process can be found in Attachment 2.

AVTA placed notices in the Antelope Valley Press and Our Weekly publications (Attachment 3) and conducted outreach meetings (Attachment 4) to provide opportunities public comment.

No comments were received.

## Attachment 1: Website notification



The screenshot shows the AVTA website with the following elements:

- Header:** AVTA logo, "Antelope Valley Transit Authority", and links for "En Español Calendar | E-News | Contact Us" along with social media icons for Facebook, Twitter, and YouTube.
- Navigation Bar:** HOME, SERVICES, MAPS & SCHEDULES, FARES, ABOUT AVTA (highlighted), WHAT'S NEW, HOW DO I...? A search bar is located on the right.
- Left Sidebar:** A vertical list of menu items including: Hours of Operation, Contact Us, Stuff-a-Bus - Holiday Toy Drive, Employment Opportunities, Board of Directors/Transit Advisory Committee (TAC) Meetings, Board of Directors, Procurement and Contract Information, Finance Reports, AVTA History, Planning and Development, About Our Fleet, Customer Code of Conduct, Community Outreach Efforts, AVTA Videos - Check Us Out!, Perfect Ride Check Results, Dump the Pump, and Information Technology.
- Main Content Area:**
  - Dropdown Menu:** A menu is open under "ABOUT AVTA" listing: Hours of Operation, Contact Us, Stuff-a-Bus - Holiday Toy Drive, Employment Opportunities, Board of Directors/Transit Advisory Committee (TAC) Meetings, Board of Directors, Procurement and Contract Information, Finance Reports, AVTA History, Planning and Development, About Our Fleet, Customer Code of Conduct, Community Outreach Efforts, AVTA Videos - Check Us Out!, Perfect Ride Check Results, Dump the Pump, and Information Technology.
  - Public Notices:** Two yellow boxes highlight notices:
    - "NEW PUBLIC NOTICE: Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021"
    - "NEW PUBLIC NOTICE OF OUTREACH MEETINGS: New Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021"
    - "CURRENT: Disadvantaged Business Enterprise (DBE) Program and Goal for Federal Fiscal Year (FFY) 2016 through 2018"
  - Text Content:**
    - About AVTA:** "The Antelope Valley Transit Authority (AVTA) provides transit service in the Antelope Valley, as well as the unincorporated areas of Lancaster and Palmdale, as bounded by the Kern County to the east, the Angeles National Forest to the west, and the West. The fixed route service covers approximately 1,200 square miles and is..."
    - Service Details:** "AVTA contracts with Trans... function and contracts with... effective January 1, 2012..."
    - Network Description:** "AVTA operates a network of 13 local transit, four commuter routes, and one supplemental school route during the week. Local bus service operates weekdays from 5:00 a.m. to 12:45 p.m. Saturday service is operated from 6:00 a.m. to 11:45 p.m. and Sunday service operates from 6:30 a.m. to 8:45 p.m. Commuter routes operate Monday through Friday from 3:45 a.m. to 7:40 p.m. AVTA also operates a midday service, known as the TRANSPORTER, that connects the Antelope Valley with the Santa Clarita Valley on week days. This service begins operating at 8:00 a.m. and continues until 5:50 in the evening. AVTA also provides urban and rural Dial-a-Ride service. Service within the urban zone and rural zone 1 is available to elderly persons and persons with disabilities. Service within rural zone 2 is open to the general public. Buses operate weekdays 6:00 a.m. to 7:30 p.m. and weekends 8:00 a.m. to 6:00 p.m."
    - Fare Information:** "AVTA's basic adult cash fare for fixed-route service is \$1.50. Seniors (65 plus) and persons with disabilities pay a discounted half-price fare. Free transit service is offered to Medicare card holders, active military, and veterans. The fare for ADA paratransit service operated is \$3.00 for Zone 1 and \$6.00 for Zone 2."
    - Fleet Information:** "AVTA operates a fleet of 75 buses for transit service with 45 buses for local service and 30 for commuter service. The current peak requirement for local..."





# Antelope Valley Transit Authority

- HOME
- SERVICES
- MAPS & SCHEDULES
- FARES
- ABOUT AVTA
- WHAT'S NEW
- HOW DO I...?

- Hours of Operation
- Contact Us
- Stuff-a-Bus - Holiday Toy Drive
- Employment Opportunities
- Board of Directors/Transit Advisory Committee (TAC) Meetings
- Board of Directors
- Procurement and Contract Information
  - NEW PUBLIC NOTICE: Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021
  - NEW PUBLIC NOTICE OF OUTREACH MEETINGS: New Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021
  - Vendor Registration
  - Current Procurement and Contracting Opportunities
  - CURRENT: Disadvantaged Business Enterprise (DBE) Program and Goal for Federal Fiscal Year (FFY) 2016 through 2018
- Finance Reports
- AVTA History
- Planning and Development
- About Our Fleet
- Customer Code of Conduct
- Community Outreach Efforts
- AVTA Videos - Check Us Out!
- Perfect Ride Check Results
- Dump the Pump
- Information Technology

About AVTA » Procurement and Contract Information

## NEW PUBLIC NOTICE: Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021

Font Size: [-](#) [+](#) [+](#) Share & Bookmark [\[+\]](#) Feedback [Print](#)

### NEW PUBLIC NOTICE:

#### ANTELOPE VALLEY TRANSIT AUTHORITY DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL METHODOLOGY FEDERAL FISCAL YEAR (FFY) 2019 THROUGH 2021

Please follow the internet links provided below to view AVTA's DBE program and proposed goal and its rationale:

[AVTA - FTA DBE - FFY 2019-2021 Program Document File](#)

[AVTA - FTA DBE - FFY 2019-2021 Goal and Methodology Document File](#)

This announcement will serve as Public Notice of the Antelope Valley Transit Authority's (AVTA) Disadvantaged Business Enterprise (DBE) Overall Goal for Federal Transit Administration (FTA) – assisted contracts. The overall goal is for a three-year period beginning October 1, 2018 to September 30, 2021 (FFY 2019-FFY 2021).

The Antelope Valley Transit Authority (AVTA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Antelope Valley Transit Authority intends to adopt its Overall Disadvantaged Business Enterprise (DBE) Goal of 4% on July 24, 2018. The methodology used to determine the proposed goal, rationale and how it was established are available for public inspection and viewing for thirty (30) days from the date of this notice, in-person Monday through Thursday from 8:00 a.m. to 5:00 p.m., at AVTA's Administration Offices or through the internet as follows:

Antelope Valley Transit Authority  
42210 6th Street West  
Lancaster, California 93534

AVTA's website: [www.avta.com](http://www.avta.com)

The U.S. DOT and AVTA will accept comments on this proposed goal for 45 days from the date of this notice, wherein the public is invited to submit comments on the goal in writing.

Written comments to the AVTA DBE Liaison Officer, Lyle Block may be sent to the address above and/or emailed to [LBlock@avta.com](mailto:LBlock@avta.com) or [DBE@AVTA.com](mailto:DBE@AVTA.com). Written comments can also be sent directly to the FTA, Marisa Appleton, Civil Rights Officer, 200 W. Adams Street, Suite 320, Chicago, IL 60606. Written comments at both locations will be accepted until June 29, 2018.



## Attachment 2: Consultative Process Summary

Organization	Contact Notes
<p>Antelope Valley African American Chamber of Commerce                      1543 East Palmdale Blvd.                      Palmdale, CA 93550                      Chairman of the Board: Cedric White                      Vice Chairman: Rich Poston                      Director: Latrice Allen-Richard                      Org Phone #: (661) 272-5807                      info@avaacc.org</p>	<p>5/25 - Left voicemail.                      5/29 - Sent email via website link to Latrice Allen-Richard (Director) with link to AVTA goal methodology. Website portal for submitting questions is inactive.                      5/31 - Spoke with receptionist and provided contact information for follow-up call. Spoke to Latrice about goal methodology and received updated email to provide link.                      6/5 - Sent email with link to AVTA goal methodology. Received bounceback from email provided.                      6/7 - Spoke with Vernita and provided contact information for follow-up.                      6/12 - Sent email to Vernita with link to AVTA goal methodology.                      6/14 - Left voicemail.                      6/19 - Received response from Vernita regarding completion of a survey. Requested clarification on comment from Vernita.                      6/21 - Spoke to Vernita and she will remind Cedric to follow-up with review of goal methodology.                      6/25 - Sent follow-up email with link to AVTA goal methodology.</p>
<p>Antelope Valley Hispanic Chamber of Commerce                      819 E. Avenue, Q-9                      Palmdale, CA 93550                      President: Jorge Ventura                      Org Phone #: (661) 538-0607                      Cell Phone #: (661)-236-3707                      Office #: (661)-412-2737                      Email:                      avhispanicchamber@gmail.com</p>	<p>5/25 - Left voicemail.                      5/29 - Sent email with link to AVTA goal methodology.                      5/31 - Spoke to Carmen and obtained Jorge's cell phone number. Left voicemail on Jorge's cell.                      6/5 - Sent email with link to AVTA goal methodology.                      6/7 - Spoke to Carmen and obtained Jorge's office number. Spoke Rafael and provided contact information for follow-up.                      6/12 - Sent email with link to AVTA goal methodology.                      6/14 - Spoke to Jorge and he had not yet reviewed the goal methodology. Informed him that we will be following up next week.                      6/19 - Sent follow-up email to Jorge with link to AVTA goal methodology.                      6/21 - Left voicemail.                      6/25 - Sent follow-up email to Jorge with link to AVTA goal methodology.</p>
<p>Kern County Hispanic Chamber of Commerce                      1601 H Street, Suite 201A                      Bakersfield, CA 93301                      Chair: Adam Alvidrez</p>	<p>5/25 - Spoke with receptionist and provided outreach and contact information.                      5/29 - Sent email to Jay Tamsi (President/CEO) with link to AVTA goal methodology.                      5/31 - Spoke with Matt and obtained email address for distributing goal methodology to the correct personnel.                      6/5 - Sent email to Jay with link to AVTA goal methodology.</p>



Organization	Contact Notes
<p>Org Phone #: (661) 633-5495                      Email: mmunoz@kchcc.org                      jtamsi@kchcc.org</p>	<p>6/7 - Spoke to Arcelli and provided contact information for follow-up.                      6/12 - Sent email to Jay with link to AVTA goal methodology.                      6/14 - Spoke to Fran and provided message to give to Jay since he was in a meeting.                      6/19 - Sent follow-up email with link to AVTA goal methodology.                      6/21 - Left voicemail.                      6/25 - Sent follow-up email with link to AVTA goal methodology.</p>
<p>African American Network of Kern County                      PO Box 1215                      Bakersfield, CA 93302                      Chair: Ithena Beed                      Vice Chair: Ellis Porter                      Org Phone #: (661) 817 -4183                      aankc2@gmail.com</p>	<p>5/25 - Left voicemail.                      5/29 - Sent email with link to AVTA goal methodology.                      5/31 - Left voicemail.                      6/5 - Sent email with link to AVTA goal methodology.                      6/7 - Left voicemail.                      6/12 - Sent email with link to AVTA goal methodology. Received voicemail from Misti confirming that they have received the voicemails as well as the emails regarding the AVTA goal methodology. She will forward to personnel for review.                      6/14 - Sent follow-up email with link to AVTA goal methodology.                      6/21 - Left voicemail.                      6/25 - Sent follow-up email with link to AVTA goal methodology.</p>
<p>Kern County Minority Contractors Association                      1330 E Truxtun Avenue                      Bakersfield, CA 93305                      Org Phone #: (661) 324 - 7535</p>	<p>*phone number is no longer active.                      *could not find contact email since website is under construction (5/29)</p>
<p>Asian American Engineers/Architects Association                      645 W. 9th Street, Unit 110-175,                      Los Angeles CA 90015                      President: Keith Kajiya, AECOM                      Vice President: Steve Hirai, Parsons                      Keith: (213) 996 - 2598                      Cell: (310) 663 - 0427                      Keith.Kajiya@aecom.com                      Steve: (626) 440-3918</p>	<p>5/25 - Left voicemail for Keith. Spoke to Steve and he stated that he does not have any comments.                      5/29 - Sent email to Keith with link to AVTA goal methodology.                      5/31 - Left voicemail for Keith.                      6/5 - Sent email to Keith with link to AVTA goal methodology.                      6/7 - Left voicemail for Keith.                      6/12 - Sent email to Keith with link to AVTA goal methodology.                      6/14 - Left voicemail for Keith.                      6/19 - Sent follow-up email to Keith with link to AVTA goal methodology.                      6/21 - Left voicemail.                      6/25 - Sent follow-up email to Keith with link to AVTA goal methodology.</p>



Organization	Contact Notes
<p>Cell: (213) 221 - 5022 Steve.Hirai@parsons.com</p>	
<p>Los Angeles Latino Chamber of Commerce 333 South Grand Ave, Suite 3310, Los Angeles, CA 90071 Gilbert R. Vasquez Org. Phone #: (213) 347-0008 info@lalcc.org</p>	<p>5/25 - Spoke with Marabell and provided link to Triennial Goal Methodology online. 5/29 - Sent email with link to AVTA goal methodology. 5/31 - Spoke with receptionist and she informed AVTA that the goal methodology that was sent was forwarded to Gil for review. 6/5 - Sent email with link to AVTA goal methodology. 6/7 - Left voicemail. 6/12 - Sent email with link to AVTA goal methodology. 6/14 - Spoke with Rosario and gave background information on the triennial goal methodology. 6/19 - Sent follow-up email with link to AVTA goal methodology. 6/21 - Spoke with receptionist and provided her date of email when goal methodology was sent. 6/25 - Sent follow-up email with link to AVTA goal methodology.</p>
<p>Women's Business Enterprise Council West 6601 Center Dr. Suite 500 Los Angeles CA 90045 Chairman of the Board: Karen Blackwell Org. Phone #: (213) 265-5398 pamela@wbec-west.org</p>	<p>5/25 - Left voicemail. 5/29 - Sent email to Pamela Williamson (Present/CEO) with link to AVTA goal methodology. 5/31 - Left voicemail. 6/5 - Sent email to Pamela with link to AVTA goal methodology. 6/7 - Left voicemail. 6/12 - Sent email to Pamela with link to AVTA goal methodology. 6/14 - Left voicemail. 6/19 - Sent follow-up email to Pamela with link to AVTA goal methodology. 6/25 - Sent email to Pamela with link to AVTA goal methodology.</p>
<p>American Indian Chamber of Commerce of California 633 West Fifth Street 26th Floor Los Angeles, CA 90071 President: Tracy Stanhoff Tracy's Number: 714-898-6364 tracy@adproweb.com</p>	<p>5/25 - Spoke with Tracy and provided link to Triennial Goal Methodology online. Provided background information on goal methodology. 5/29 - Sent email to Tracy with link to AVTA goal methodology. 5/31 - Spoke with Carol and provided contact information for follow-up call. 6/5 - Sent follow-up email to Tracy with link to AVTA goal methodology. 6/7 - Left voicemail. 6/12 - Sent email to Tracy with link to AVTA goal methodology. 6/14 - Spoke to Tracy and she informed us that she has not had a chance to review the documents but will provide her feedback once she does. 6/19 - Sent follow-up email to Tracy with link to AVTA goal methodology. 6/25 - Sent follow-up email to Tracy with link to AVTA goal methodology.</p>



Organization	Contact Notes
<p>National Association of Women in Construction</p> <p>President: Priscilla Chavez                      Vice president: Shilo Losino                      Priscilla's Number: (213) 800-4100                      Email: pnchavez@pcl.com                      Shilo's Number: 818-667-7656                      Email:                      shilo.losino@contractorsbestins.com</p>	<p>5/25 - Spoke with Priscilla and provided link to Triennial Goal Methodology online.                      5/29 - Sent email to Priscilla and Shilo with link to AVTA goal methodology.                      5/31 - Left voicemail for Priscilla. Spoke with Shilo and provided her background information on the DBE program and the objective of the Triennial Goal Methodology. She has not had a chance to review the methodology but will let us know if she has any questions or comments after her review.                      6/5 - Sent email to Priscilla and Shilo with link to AVTA goal methodology.</p>
<p>Greater Los Angeles African American Chamber of Commerce                      5100 W. Goldleaf Circle, Suite 203                      Los Angeles, California 90056                      President: Angela Gibson                      Org. Number: (323) 292-1297                      angela@glaaacc.org                      naomi@glaaacc.org</p>	<p>5/25 - Spoke with Angela and provided background about how the triennial goal methodology is developed. AVTA provided online link to goal methodology draft for review.                      5/29 - Sent email to Angela with link to AVTA goal methodology.                      5/31 - Spoke to Angela. She has not had a chance to review the document. She said she can review it by June 12th.                      6/5 - Sent follow-up email to Angela with link to goal methodology.                      6/7 - Spoke to Naomi and sent link to naomi@glaaacc.org to print out for Angela's review.                      6/12 - Sent email to Angela and Naomi with link to goal methodology.                      6/14 - Spoke with the receptionist and provided contact information for any questions or comments they may regarding the goal methodology.                      6/19 - Sent follow-up email to Angela and Naomi with link to goal methodology.                      6/25 - Sent follow-up email to Angela and Naomi with link to goal methodology.</p>



## Attachment 3: Publication

### Public Notice

TO: Attn: Legal Ad Section

Date: May 14, 2018

Legal Advertising Coordinator  
Valley Press  
44939 10th St. West  
Lancaster, CA 93534

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

Please run the following Public Notice advertisement, as indicated below,

### NOTICE OF PUBLIC CONSULTATION

#### ANTELOPE VALLEY TRANSIT AUTHORITY

#### FEDERAL TRANIST ADMINISTRATION DBE GOAL

#### FEDERAL FISCAL YEARS (FFY 2019 THROUGH FFY 2021)

This announcement will serve as Public Notice of the Antelope Valley Transit Authority's (AVTA) Disadvantaged Business Enterprise (DBE) Goal. The overall goal is for a three-year period beginning October 1, 2018 to September 30, 2021 (FFY2019-FFY2021).

In accordance with 49 CFR Part 26.45(g), AVTA, as a recipient of U.S. Department of Transportation (DOT) assistance, announces a proposed Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) project overall project goal of 4% for the project period. This race-neutral goal represents the percentage of work to be performed by certified DBE firms on AVTA's FTA-assisted projects during each federal fiscal year of the project period.

The methodology used to determine the proposed goal will be available for public inspection for thirty (30) days from the date of this notice, in-person Monday through Thursday from 8:00 a.m. to 5:00 p.m., at AVTA's Administration Offices or through the internet as follows:

Antelope Valley Transit Authority  
42210 6<sup>th</sup> Street West  
Lancaster, California 93534

AVTA's website: [www.AVTA.com](http://www.AVTA.com)

The U.S. DOT and AVTA will accept comments on this proposed goal for 45 days from the date of this notice, wherein the public is invited to submit comments on the goal in writing.

Written comments to the AVTA DBE Liaison Officer, Lyle Block may be sent to the address above and/or emailed to [lblock@avta.com](mailto:lblock@avta.com) or [DBE@AVTA.com](mailto:DBE@AVTA.com). Written comments can also be sent directly to the FTA, Marisa Appleton, Civil Rights Officer, 200 W. Adams Street, Suite 320, Chicago, IL 60606. Written comments at both locations will be accepted until **June 29, 2018**.

#### FINANCE DEPARTMENT

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

**\*Publish: May 18<sup>th</sup>, 2018, and June 15<sup>th</sup>, 2018**

**Please furnish Proof of Publication.**

**\*\*Bill to: Antelope Valley Transit Authority, Finance Department, Accounts Payable, 42210 6<sup>th</sup> Street West, Lancaster, California, 93534 or email copies to: [INVOICES@AVTA.COM](mailto:INVOICES@AVTA.COM)**



Ad ID 32459761

Date 05/15/2018

Time 10:08 AM

**NOTICE OF PUBLIC CONSULTATION**  
**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**FEDERAL TRANSIT ADMINISTRATION DBE GOAL**  
**FEDERAL FISCAL YEARS (FFY 2019 THROUGH FFY 2021)**

This announcement will serve as Public Notice of the Antelope Valley Transit Authority's (AVTA) Disadvantaged Business Enterprise (DBE) Goal. The overall goal is for a three-year period beginning October 1, 2018 to September 30, 2021 (FFY2019-FFY2021).

In accordance with 49 CFR Part 26.45(g), AVTA, as a recipient of U.S. Department of Transportation (DOT) assistance, announces a proposed Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) project overall project goal of 4% for the project period. This race-neutral goal represents the percentage of work to be performed by certified DBE firms on AVTA's FTA-assisted projects during each federal fiscal year of the project period.

The methodology used to determine the proposed goal will be available for public inspection for thirty (30) days from the date of this notice, in-person Monday through Thursday from 8:00 a.m. to 5:00 p.m., at AVTA's Administration Offices or through the internet as follows:

Antelope Valley Transit Authority  
42210 6th Street West  
Lancaster, California 93534

AVTA's website: [www.AVTA.com](http://www.AVTA.com)

The U.S. DOT and AVTA will accept comments on this proposed goal for 45 days from the date of this notice, wherein the public is invited to submit comments on the goal in writing.

Written comments to the AVTA DBE Liaison Officer, Lyle Block may be sent to the address above and/or emailed to [lblock@avta.com](mailto:lblock@avta.com) or [DBE@AVTA.com](mailto:DBE@AVTA.com). Written comments can also be sent directly to the FTA, Marisa Appleton, Civil Rights Officer, 200 W. Adams Street, Suite 320, Chicago, IL 60606. Written comments at both locations will be accepted until **June 29, 2018**.

FINANCE DEPARTMENT  
Publish: May 18th, 2018, and June 15th, 2018

Ad shown is not actual print size

**From:** [Lyle Block](#)  
**To:** ["Paula Drake"](#)  
**Subject:** Public Notice of Federal Transit Administration DBE Goal for Federal Fiscal Years (FFY 2019 through FFY 2021)  
**Date:** Monday, May 14, 2018 2:20:03 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Hi Paula:  
Please run the following add on the dates listed below:

May 18<sup>th</sup>, 2018

June 1<sup>st</sup>, 2018

June 22<sup>nd</sup>, 2018

## PUBLIC NOTICE

### ANTELOPE VALLEY TRANSIT AUTHORITY

#### FEDERAL TRANIST ADMINISTRATION DBE GOAL

#### FEDERAL FISCAL YEARS (FFY 2019 THROUGH FFY 2021)

This announcement will serve as Public Notice of the Antelope Valley Transit Authority's (AVTA) Disadvantaged Business Enterprise (DBE) Goal. The overall goal is for a three-year period beginning October 1, 2018 to September 30, 2021 (FFY2019-FFY2021).

In accordance with 49 CFR Part 26.45(g), AVTA, as a recipient of U.S. Department of Transportation (DOT) assistance, announces a proposed Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) project overall project goal of 4% for the project period. This race-neutral goal represents the percentage of work to be performed by certified DBE firms on AVTA's FTA-assisted projects during each federal fiscal year of the project period.

The methodology used to determine the proposed goal will be available for public inspection for thirty (30) days from the date of this notice, in-person Monday through Thursday from 8:00 a.m. to 5:00 p.m., at AVTA's Administration Offices or through the internet as follows:

Antelope Valley Transit Authority  
42210 6<sup>th</sup> Street West  
Lancaster, California 93534

AVTA's website: [www.AVTA.com](http://www.AVTA.com)

The U.S. DOT and AVTA will accept comments on this proposed goal for 45 days from the date of this notice, wherein the public is invited to submit comments on the goal in writing.

Written comments to the AVTA DBE Liaison Officer, Lyle Block may be sent to the address above and/or emailed to [lblock@avta.com](mailto:lblock@avta.com) or [DBE@AVTA.com](mailto:DBE@AVTA.com). Written comments can also be sent directly to the FTA, Marisa Appleton, Civil Rights Officer, 200 W. Adams Street, Suite 320, Chicago, IL 60606. Written comments at both locations will be accepted until **June 29, 2018**.

**DO NOT PRINT BELOW THIS LINE.**

If you have any comments, concerns or questions, please let me know.

Thank you.



**Lyle A. Block, CPPB**

*Procurement and Contracts Officer &  
Disadvantaged Business Enterprise (DBE) Liaison*

661.729.2288 desk | 661.726-2615 fax | [LBlock@avta.com](mailto:LBlock@avta.com) email | [avta.com](http://avta.com)  
42210 6th Street West | Lancaster, CA 93534





## **OUR WEEKLY PROOF**

### **PUBLIC NOTICE**

#### **ANTELOPE VALLEY TRANSIT AUTHORITY**

#### **FEDERAL TRANIST ADMINISTRATION DBE GOAL**

#### **FEDERAL FISCAL YEARS (FFY 2019 THROUGH FFY 2021)**

This announcement will serve as Public Notice of the Antelope Valley Transit Authority's (AVTA) Disadvantaged Business Enterprise (DBE) Goal. The overall goal is for a three-year period beginning October 1, 2018 to September 30, 2021 (FFY2019-FFY2021).

In accordance with 49 CFR Part 26.45(g), AVTA, as a recipient of U.S. Department of Transportation (DOT) assistance, announces a proposed Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) project overall project goal of 4% for the project period. This race-neutral goal represents the percentage of work to be performed by certified DBE firms on AVTA's FTA-assisted projects during each federal fiscal year of the project period.

The methodology used to determine the proposed goal will be available for public inspection for thirty (30) days from the date of this notice, in-person Monday through Thursday from 8:00 a.m. to 5:00 p.m., at AVTA's Administration Offices or through the internet as follows:

**Antelope Valley Transit Authority  
42210 6th Street West  
Lancaster, California 93534**

**AVTA's website: [www.AVTA.com](http://www.AVTA.com)**

The U.S. DOT and AVTA will accept comments on this proposed goal for 45 days from the date of this notice, wherein the public is invited to submit comments on the goal in writing.

Written comments to the AVTA DBE Liaison Officer, Lyle Block may be sent to the address above and/or emailed to [lblock@avta.com](mailto:lblock@avta.com) or [DBE@AVTA.com](mailto:DBE@AVTA.com). Written comments can also be sent directly to the FTA, Marisa Appleton, Civil Rights Officer, [200 W. Adams Street, Suite 320, Chicago, IL 60606](#). Written comments at both locations will be accepted until June 29, 2018.

FINANCE DEPARTMENT



## Attachment 3: Outreach Meeting

The screenshot shows the website for the Antelope Valley Transit Authority. The header includes navigation links: HOME, SERVICES, MAPS & SCHEDULES, FARES, ABOUT AVTA (highlighted), WHAT'S NEW, and HOW DO I...?. A search bar is located on the right. A left sidebar menu lists various categories such as Hours of Operation, Contact Us, and Procurement and Contract Information. The main content area features a large blue banner with the text: "NEW PUBLIC NOTICE OF OUTREACH MEETINGS: New Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Year (FFY) 2019 through 2021". Below this, there are sub-headers: "NEW PUBLIC NOTICE OF OUTREACH MEETINGS", "NEW DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS FEDERAL FISCAL YEARS (FFY) 2019 THROUGH 2021", and "SAVE THE DATES!". The main text explains that AVTA receives funding from FTA and is holding outreach meetings to provide an opportunity for the public to view and comment on AVTA's proposed DBE Program's Goal and Methodology rationale for Federal Fiscal Years (FFY) 2019 through 2021. Meeting dates are listed as May 30, 2018 and June 12, 2018, from 5:30 p.m. to 6:30 p.m. at AVTA's Administrative Offices. Contact information for Lyle Block is provided, including email addresses LBlock@avta.com and DBE@AVTA.com. A note at the bottom mentions special accommodations for individuals requiring them at the workshops.



42210 6<sup>TH</sup> STREET WEST  
LANCASTER, CA 93534

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS & METHODOLOGY PUBLIC MEETINGS FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS

### SAVE THESE DATES!!!

Antelope Valley Transit Authority (AVTA) receives funding from FTA to provide transit to disabled, elderly, rural agencies and public agencies for planning activities. The meetings are being held for the public to provide information and the opportunity to comment on the AVTA's FTA Program's DBE Goals and Methodology for Federal Fiscal Years 2019 through 2021 (three (3) years). There will be two public informational meetings – AVTA's facilities in Lancaster, CA. The Goals and Methodology document is attached separately. Comments will be accepted from May 15<sup>th</sup>, 2018 through June 29<sup>th</sup>, 2018 (45 days).

LOCATION	DATE	TIME	ADDRESS
Administration Conference Room	Wednesday May 30, 2018	5:30 pm to 6:30 pm	AVTA Administration Offices 42210 6 <sup>th</sup> St West Lancaster, CA
Administration Conference Room	Tuesday June 12, 2018	5:30 pm to 6:30 pm	AVTA Administration Offices 42210 6 <sup>th</sup> St West Lancaster, CA

\*Individuals requiring special accommodations at the workshops (interpreter, accessible seating, documentation in alternative formats, etc.) are requested to contact Lyle A. Block, CPPB, Procurement & Contracts Officer, Disadvantage Business Enterprise Liaison Officer (DBELO) at (661) 729-2288 or via email at [LBlock@avta.com](mailto:LBlock@avta.com) or [DBE@avta.com](mailto:DBE@avta.com), as early as possible prior to the scheduled workshop.



**Public Notice**

TO: Attn: Legal Ad Section

Date: May 21, 2018

Legal Advertising Coordinator  
Valley Press  
44939 10th St. West  
Lancaster, CA 93534

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

Please run the following Public Notice advertisement, as indicated below,

**PUBLIC NOTICE OUTREACH MEETINGS**

**ANTELOPE VALLEY TRANSIT AUTHORITY**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS & METHODOLOGY  
FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS  
FEDERAL FISCAL YEARS (FFY) 2019 THROUGH 2021**

**SAVE THESE DATES!!!**

Antelope Valley Transit Authority (AVTA) receives funding from FTA to provide transportation services to citizens within the AVTA's services area of the Antelope Valley. The outreach meetings are being held for the public to provide information and the opportunity to comment on the AVTA's FTA Program's DBE Goals and Methodology for Federal Fiscal Years 2019 through 2021 (three (3) years).

The public informational meetings will be held on May 30, 2018 and June 12, 2018, from 5:30 p.m. to 6:30 p.m. at AVTA's Administrative Offices, Administration Conference Room, 42210 6<sup>th</sup> St. W, Lancaster, CA 93534. To view the DBE Program and Goal-Setting Methodology, please visit [AVTA.com](http://AVTA.com) and click on the ABOUT AVTA, Contracts and Procurement tab. Comments will be accepted from May 15<sup>th</sup>, 2018 through June 29<sup>th</sup>, 2018 (45 days).

Individuals requiring special accommodations at the workshops (interpreter, accessible seating, documentation in alternative formats, etc.) are requested to contact Lyle A. Block, CPPB, Disadvantage Business Enterprise Liaison Officer (DBELO) at (661) 729-2288 or via email at [DBE@avta.com](mailto:DBE@avta.com), as early as possible prior to the scheduled informational meetings.

FINANCE DEPARTMENT

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

**\*Publish: May 22<sup>nd</sup>, 2018, and June 5<sup>th</sup>, 2018**

**Please furnish Proof of Publication.**

**\*\*Bill to: Antelope Valley Transit Authority, Finance Department, Accounts Payable, 42210 6<sup>th</sup> Street West, Lancaster, California, 93534 or email copies to: [INVOICES@AVTA.COM](mailto:INVOICES@AVTA.COM)**



Ad ID 32459751

Date 05/15/2018

Time 10:02 AM

**PUBLIC NOTICE OUTREACH MEETINGS**  
**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS**  
**& METHODOLOGY FEDERAL TRANSIT ADMINISTRATION**  
**(FTA) FUNDED PROGRAMS FEDERAL FISCAL YEARS (FFY)**  
**2019 THROUGH 2021**  
SAVE THESE DATES !!!

Antelope Valley Transit Authority (AVTA) receives funding from FTA to provide transportation services to citizens within the AVTA's services area of the Antelope Valley. The outreach meetings are being held for the public to provide information and the opportunity to comment on the AVTA's FTA Program's DBE Goals and Methodology for Federal Fiscal Years 2019 through 2021 (three (3) years).

The public informational meetings will be held on May 30, 2018 and June 12, 2018, from 6:30 p.m. to 6:30 p.m. at AVTA's Administrative Offices, Administration Conference Room, 42210 8th St. W, Lancaster, CA 93534. To view the DBE Program and Goal-Setting Methodology, please visit [AVTA.com](http://AVTA.com) and click on the ABOUT AVTA, Contracts and Procurement tabs. Comments will be accepted from May 15th, 2018 through June 29th, 2018 (45 days).

Individuals requiring special accommodations at the workshops (interpreter, accessible seating, documentation in alternative formats, etc.) are requested to contact Lyle A. Block, CPPB, Disadvantage Business Enterprise Liaison Officer (DBELO) at (661) 729-2288 or via email at [DBE@avta.com](mailto:DBE@avta.com), as early as possible prior to the scheduled informational meetings.

FINANCE DEPARTMENT  
Publish: May 22nd, 2018, and June 5th, 2018

Ad shown is not actual print size

**From:** [Lyle Block](#)  
**To:** "Paula Drake"  
**Subject:** RE: Public Notice Outreach Meetings  
**Date:** Monday, May 14, 2018 3:52:36 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

Hi Paula:  
Please run the following add on the dates listed below:

May 25<sup>th</sup>, 2018

June 8<sup>th</sup>, 2018

## PUBLIC NOTICE OUTREACH MEETINGS

### ANTELOPE VALLEY TRANSIT AUTHORITY

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS & METHODOLOGY FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS FEDERAL FISCAL YEARS (FFY) 2019 THROUGH 2021

### SAVE THESE DATES!!!

Antelope Valley Transit Authority (AVTA) receives funding from FTA to provide transportation services to citizens within the AVTA's services area of the Antelope Valley. The outreach meetings are being held for the public to provide information and the opportunity to comment on the AVTA's FTA Program's DBE Goals and Methodology for Federal Fiscal Years 2019 through 2021 (three (3) years).

The public informational meetings will be held on May 30, 2018 and June 12, 2018, from 5:30 p.m. to 6:30 p.m. at AVTA's Administrative Offices, Administration Conference Room, 42210 6<sup>th</sup> St. W, Lancaster, CA 93534. To view the DBE Program and Goal-Setting Methodology, please visit [AVTA.com](#) and click on the ABOUT AVTA, Contracts and Procurement tab. Comments will be accepted from May 15<sup>th</sup>, 2018 through June 29<sup>th</sup>, 2018 (45 days).

Individuals requiring special accommodations at the workshops (interpreter, accessible seating, documentation in alternative formats, etc.) are requested to contact Lyle A. Block, CPPB, Disadvantage Business Enterprise Liaison Officer (DBELO) at (661) 729-2288 or via email at [DBE@avta.com](mailto:DBE@avta.com), as early as possible prior to the scheduled informational meetings.

FINANCE DEPARTMENT

DO NOT PRINT BELOW THIS LINE.

If you have any comments, concerns or questions, please let me know.

Thank you.



**Lyle A. Block, CPPB**

*Procurement and Contracts Officer &  
Disadvantaged Business Enterprise (DBE) Liaison*

661.729.2288 desk | 661.726-2615 fax | [LBlock@avta.com](mailto:LBlock@avta.com) email | [avta.com](http://avta.com)  
42210 6th Street West | Lancaster, CA 93534





**OUR WEEKLY PROOF**

**PUBLIC NOTICE OUTREACH MEETINGS**

**ANTELOPE VALLEY TRANSIT AUTHORITY**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS & METHODOLOGY**

**FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS**

**FEDERAL FISCAL YEARS (FFY) 2019 THROUGH 2021**

**SAVE THESE DATES!!!**

Antelope Valley Transit Authority (AVTA) receives funding from FTA to provide transportation services to citizens within the AVTA's services area of the Antelope Valley. The outreach meetings are being held for the public to provide information and the opportunity to comment on the AVTA's FTA Program's DBE Goals and Methodology for Federal Fiscal Years 2019 through 2021 (three (3) years).

The public informational meetings will be held on May 30, 2018 and June 12, 2018, from 5:30 p.m. to 6:30 p.m. at AVTA's Administrative Offices, Administration Conference Room, 42210 6th St. W, Lancaster, CA 93534. To view the DBE Program and Goal-Setting Methodology, please visit AVTA.com and click on the ABOUT AVTA, Contracts and Procurement tab. Comments will be accepted from May 15th, 2018 through June 29th, 2018 (45 days).

Individuals requiring special accommodations at the workshops (interpreter, accessible seating, documentation in alternative formats, etc.) are requested to contact Lyle

A. Block, CPPB, Disadvantage Business Enterprise Liaison Officer (DBELO) at (661) 729-2288 or via email at DBE@avta.com, as early as possible prior to the scheduled informational meetings.

**FINANCE DEPARTMENT**







---

**Regular Meeting of the Board of Directors**

**Tuesday, June 26, 2018**

**10:00 a.m.**

Antelope Valley Transit Authority Community Room  
42210 6<sup>th</sup> Street West, Lancaster, California  
www.avta.com

**UNOFFICIAL MINUTES**

**CALL TO ORDER**

Chairman Crist called the meeting to order at 10:01 a.m.

**PLEDGE OF ALLEGIANCE**

Director Flanagan led the Pledge of Allegiance.

**ROLL CALL:**

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Angela Underwood-Jacobs, Director Michelle Flanagan

Absent

Director Steve Hofbauer

**APPROVAL OF AGENDA**

**Motion: Approve the agenda with the revision to New Business 4. The rescinded resolution listed on the agenda should be Resolution No. 2018-007.**

Moved by Vice Chair Knippel, seconded by Director Underwood-Jacobs

Vote: Motion Carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

**PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:**

Charlotte Baxter – spoke about air conditioning issues and the difficulty she had exiting the bus onto the curb from the rear exit of the articulated buses. Mark Perry, Director of Operations and Maintenance, is aware of the issue and is working with staff to resolve it.

Fran Sereseres – congratulated Len Engel, previous AVTA Executive Director/CEO, on his consulting agreement with the Agency. She thanked staff for the hard work they do for the senior clients.

**SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP):**

**SRP 1 PRESENTATION TO OUTGOING BOARD OF DIRECTOR AUSTIN BISHOP FOR HIS SERVICE AS AN AVTA BOARD MEMBER REPRESENTING THE CITY OF PALMDALE**

Vice Chair Knippel recognized and thanked Director Bishop for his service as an AVTA Board Member. Mr. Bishop thanked the Board and stated it was an honor to work with the Board and staff.

**SRP 2 PRESENTATION TO PREVIOUS EXECUTIVE DIRECTOR/CEO LEN ENGEL FOR HIS DEDICATED AND EXEMPLARY SERVICE TO THE AVTA**

Vice Chair Knippel recognized Mr. Engel for his dedicated service, focus and hard work that led the Agency on the path to having a fully electric fleet. Chairman Crist added that Mr. Engel helped change the world. The AVTA is the first transit agency to have a fully electric fleet and Mr. Engel's leadership made this happen. Mr. Engel stated that his time at AVTA has been the capstone of his career and expressed his sincere appreciation to the Board.

**SRP 3 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR MAY 2018**

Hector Fuentes, Transdev General Manager, presented plaques to the Employee of the Month Joseph Borsotti and Operator of the Month Melvin Lopez.

**SRP 4 PRESENTATION TO TRANSDEV OPERATOR TIFFANY AUSTIN FOR GOING ABOVE AND BEYOND TO HELP A CHILD**

Norm Hickling, Director of Development Service/DBE Officer, presented an award to Operator Tiffany Austin for going above-and-beyond to bring a missing child home safely.

**SRP 5 LEGISLATIVE REPORT FOR JUNE 2018**

Judy Fry, Grants Administrator, presented an update regarding the formula allocations and Bus & Bus Facilities competitive grant opportunity for Fiscal Year 2018/2019. She reported that Assembly Bill (AB) 2304 – Transit Pass Program is being considered in the Senate, AB2418 – Emerging Technologies California Smart Cities Challenge Grant Program and AB1969 – Transportation funds: transportation planning agencies: transit operators: fare revenue ratios: exemptions have been declared dead. AB3124 – Length Limitations: Buses: bicycle transportation devices is being held in the Assembly Appropriations Committee.

The language for Senate Bill 1119 has been amended to give transit agencies more flexibility on how they spend Low Carbon Transit Operation Program (LCTOP) funding. Currently, the Bill requires agencies whose service area includes a disadvantaged community (DAC) to expend at least 50% of the funds received on projects/services benefitting the DAC. The proposed changes to the Bill include waiving the requirement if funds are spent on certain activities within a DAC.

The Board discussed whether the vanpool project to Mojave and Edwards Air Force Base would qualify for LCTOP funds under the proposed changes, the requirements of the Innovative Clean Transit Measure and the impact to the AVTA as a result of the SB 1 re-vote.

The Board complimented Ms. Fry's efforts and the enthusiastic pride she displays when reporting on legislative activities and grant awards.

**CONSENT CALENDAR (CC):**

**CC 1 BOARD OF DIRECTORS MEETING MINUTES OF MAY 8, 2018 AND MAY 22, 2018**

Approve the Board of Directors Special Meeting Minutes of May 8, 2018 and Regular Meeting Minutes of May 22, 2018.

**CC 2 FINANCIAL REPORTS FOR APRIL AND MAY 2018**

Receive and file the financial report for April and May 2018.

**CC 3 RESOLUTION NO. 2018-009, AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AGREEMENTS NECESSARY FOR THE SUSTAINABLE COMMUNITIES STRATEGIES GRANT PROGRAM WITH FUNDS FROM THE STATE OF CALIFORNIA**

Adopt Resolution 2018-009, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the Executive Director/CEO to execute agreements necessary for the Sustainable Communities Strategy Grant Program with funds from the State of California.

**CC 4 RESOLUTION NO. 2018-010, APPOINTING THE EXECUTIVE DIRECTOR/CEO AS TREASURER AND THE DIRECTOR OF FINANCE AND ADMINISTRATION AS CONTROLLER; DELEGATING INVESTMENT AUTHORITY TO THE TREASURER; ADOPTING A POLICY FOR THE INVESTMENT OF SURPLUS TRANSIT FUNDS FOR FISCAL YEAR 2018/2019; AND RESCINDING RESOLUTION NO. 2017-004**

Adopt Resolution 2018-010, a Resolution of the Board of Directors of the Antelope Valley Transit Authority appointing the Executive Director/CEO as Treasurer and the Director of Finance and Administration as Controller; delegating investment authority to the Treasurer; adopting a policy for the investment of surplus transit funds for Fiscal Year 2018/2019 beginning July 1 2018 through June 30, 2018, and rescinding Resolution No. 2017-004.

**CC 5 RESOLUTION NO 2018-012 AND 2018-013, AUTHORIZING SIGNATORIES FOR THE AVTA'S ACCOUNTS WITH UNION BANK, MUFG AND WELLS FARGO BANK**

Approve the list of representatives authorized to deposit and withdraw funds from AVTA's bank accounts with Union Bank, MUFG and investment accounts with Wells Fargo Bank and adopt Resolution No. 2018-012 (Attachment A) and 2018-013 (Attachment B), Resolutions of the Board of Directors of the Antelope Valley Transit Authority authorizing the signatories for the AVTA's accounts with Union Bank, MUFG and Wells Fargo Bank.

**CC 6 TRANSDEV'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN ANNUAL REVIEW**

Review and approve Transdev's EEO Plan dated May 2018.

**CC 7 MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF PALMDALE TO PROVIDE BUS STOP MAINTENANCE SERVICES – LYLE BLOCK**

Recommended Action: Authorize the Executive Director/CEO to execute an MOU (AVTA Agreement No. 2019-01) with the City of Palmdale to provide bus stop maintenance services for a three-year term.

**Motion: Approve the Consent Calendar.**

Moved by Vice Chair Knippel, seconded by Director Underwood-Jacobs

Vote: Motion carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

**NEW BUSINESS (NB):**

**NB 1 CONSULTING AGREEMENT WITH LEN ENGEL**

Allison Burns, General Counsel, presented the staff report. There was no Board discussion.

**Motion: Authorize the Executive Director/CEO to enter into the Consulting Services Agreement with Len Engel and adopt Resolution 2018-15, a Resolution of the Board of Directors of the Antelope Valley Transit Authority requesting a 180-day wait period exception.**

Moved by Director Flanagan, seconded by Director Underwood-Jacobs

Vote: Motion carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

**NB 2 CONTRACT AMENDMENT #2 UNDER AVTA CONTRACT #2017-37 TO MOORE & ASSOCIATES FOR PLANNING & OPERATIONS SUPPORT SERVICES**

Macy Neshati, Executive Director/CEO, presented the staff report. The Board briefly discussed this item.

**Motion: Authorize the Executive Director/CEO to execute Contract Amendment #2 for an additional amount of \$75,000, and a six-month time extension to Moore & Associates, Santa Clarita, CA, under AVTA Contract #2017-37, to complete additional planning and support services.**

Moved by Vice Chair Dianne Knippel, seconded by Director Flanagan

Vote: Motion carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

### **NB 3 AMENDED CLASSIFICATION AND SALARY SCHEDULE**

Williene Jones, Human Resources and Benefits Coordinator, presented the staff report. There was no Board discussion.

**Motion: Approve the amended classification and salary schedule.**

Moved by Vice Chair Knippel, seconded by Director Underwood-Jacobs

Vote: Motion carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

### **CLOSED SESSION (CS):**

#### **PRESENTATION BY LEGAL COUNSEL OF ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:**

Ms. Burns presented the items to be discussed in Closed Session.

CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(a)

Pending Litigation: Clark v. AVTA, LASC Case No. MC026036

Pending Litigation: Sabina M. Andrade v. AVTA

Pending Litigation: Marsh v. AVTA USDC case No. 2:16-cv-0937-PSG

Pending Litigation: Edsger Alvarez v. AVTA Summons Case No. BC700987  
Benjamin Alfaro v. AVTA Summons Case No. BC701049

- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)  
Significant exposure to litigation (one potential case)
- CS 3 Conference with Legal Counsel - Existing Litigation: Pursuant to Government Code section 54956.9(a) - Eco Energy Solutions, Inc. dba High Volt Electric v. The Board of Directors of Antelope Valley Transit Authority, et al. LASC Case Number BS 173920
- CS 4 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of whether to initiate litigation (one potential case)
- CS 5 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of initiation of litigation (one potential case)
- CS 6 Public Employee Appointment – Pursuant to Government Code Sections 54954.5(e) and 54957(b))  
Title: Executive Director/CEO

#### **RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 10:37 a.m.

#### **RECONVENE TO PUBLIC SESSION**

The Board reconvened to Public Session at 10:45 a.m.

#### **REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION**

Ms. Burns reported the Board discussed CS 3 and authorized approval of a settlement agreement with Eco Energy Solutions with regard to that matter and subject to certain conditions; there was no reportable action or public comments presented.

**NB 4 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY RESCINDING RESOLUTION NO. 2018-007, SECTION 1**

**Motion: Adopt Resolution No. 2018-014, A Resolution of the Board of Directors of the Antelope Valley Transit Authority rescinding Resolution No. 2018-007, Section 1.**

Moved by Director Flanagan, seconded by Director Underwood-Jacobs

Vote: Motion carried (4-0-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Underwood-Jacobs and Flanagan

Nays: None

Abstain: None

Absent: Director Hofbauer

**REPORTS AND ANNOUNCEMENTS (RA):**

**RA 1 Report by the Executive Director/CEO Macy Neshati**

- Applauded Mr. Engel and staff for receiving three consecutive CalSTA awards. He complimented the talented, hard-working and dedicated team at the AVTA.
- Spoke about the AVTA's transition from a diesel fleet to a zero-emission bus fleet.
- Stated that as ridership steadily declines nationwide, staff's goal is to preserve the various modes of public transit as a desirable product and relevant transportation option for our stakeholders and community members. The majority of the comments he reviewed over the last several months emphasized the length of time and number of transfers it takes to get to a destination, and the need for improved bus schedules throughout the Los Angeles area.

The following priorities will become effective July 2018:

- ✓ The AVTA directors and key staff members will ride the bus at least one day a month to network with community members, observe bus service, understand what operators are encountering, and listen to the voice of our customers.
- ✓ Determine if we are servicing our largest employers and quickly develop service where it is deficient.
- ✓ Review transfer and fare collection systems.
- ✓ Review route structures and locate areas where improvements can be made.

- ✓ Launch service from Antelope Valley College's Lancaster Campus to the Palmdale Center in August 2018.
- ✓ Establish partnerships with developers to create demonstration routes near new developments.
- ✓ Form a citizens and business advisory committee to keep AVTA staff informed of employment trends, housing and business development projects, and additional data points that would provide the necessary tools to plan our service and products effectively and proactively.

**MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:**

Vice Chair Knippel thanked staff for supplying free Wi-Fi on the buses.

**ADJOURNMENT:**

Chairman Crist adjourned the meeting at 11:00 a.m. to the next Regular meeting of the Board of Directors on July 24, 2018 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6<sup>th</sup> Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 24<sup>th</sup> day of JULY, 2018

---

Marvin Crist, Chairman

ATTEST:

---

Karen S. Darr, Clerk of the Board

Audio recordings of the Board of Directors Meetings are maintained in accordance with state law and AVTA's Records Retention Policy. Please contact the Clerk of the Board at (661) 729-2206 to arrange to review a recording.



**DATE:** July 24, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Financial Reports for May and June 2018

---

#### **RECOMMENDATION**

That the Board of Directors receive and file the Fiscal Year-to-Date Budget versus Actual report dated May 31, 2018 (Attachment A); Interim, unaudited Financial Statements for the eleven months ended May 31, 2018 (Attachment B); Treasurer's Report for the month ended May 31, 2018 (Attachment C); Payroll History Report for the three months ended June 30, 2018 (Attachment D); Cash Disbursements Reports for the month ended June 30, 2018 (Attachments E).

#### **FISCAL IMPACT**

**Payroll:** The May payroll of \$227,649 is lower than the trailing 6 month average for payroll expense by \$4,443 or 1.91%. There was a severance payout of \$18,994 to an employee.

**Cash Disbursements:** \$2,461,794.

Interim, Financial Statements (accrual basis): Change in Net Position: \$5,172,710 which includes YTD depreciation expense of \$3,857,169.

#### **BACKGROUND**

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Administration and Finance prepares the Budget versus Actual report, Interim Financial Statements, Treasurer's Report, Payroll History Report, and the Cash Disbursements Report, and submits them to the Executive Director/CEO and Treasurer who certifies the availability of funds for all the reports presented herein. These reports are hereby submitted to the Board of Directors for ratification.

AVTA's gross payroll for employees for the month of June 2018, exclusive of benefits, payroll taxes and service charges, is shown below.

<b>Payroll Period</b>	<b>Amount</b>	<b>Journal #</b>
06/09/18	\$93,108.32	PYPKT01120
06/12/18	\$36,629.55	PYPKT01119
06/23/18	\$97,910.90	PYPKT01122
<b>Gross Pay, June 2018</b>	<b>\$227,648.77</b>	

The Register of Demands authorized the issuance of warrants in the following amount:

<b>Register Date</b>	<b>Amount</b>
06/01/18–06/30/18	\$2,461,794

Large items include:

Transdev, Inc. (May, 2018)	1,289,417
Pinnacle Petroleum (fuel – May/June 2018)	206,971
IntelliRide (Dial-A-Ride services for May, 2018)	139,623
Duke Engineering – Various ongoing projects	29,403
R.C. Becker and Sons - AVTA/Caltrans project Contract 2017-40	112,629
Moore & Associates - Planning & Operational Support Services	21,422
Vinsa Insurance Assoc. - Annual insurance premium FY2019	345,016
California Choice (group health insurance – July 2018)	34,798
American Public Transportation Association – 2018/2019 dues	26,000
So.Cal. Edison – Onsite depot charging, usage “true-up” (1 year)	105,034
Stradling Yocca et al. – legal services re: Union/other matters	24,991
Total of large items selection	\$2,335,304

These items comprise 94.9% of total expenditures for the month.

### **Operating Cash**

Major cash components as of May 31, 2018:

Cash per general ledger	\$21,708,013
Less restricted funds	(21,265,677)
Projected net cash inflows/(outflows) for the following month	5,974,544
Projected cash available for operations in the following month	\$6,416,880

The projected cash available will cover 3 months of operating expenses based on the Authority's average monthly operating cash requirements of \$1.8 million.

## **BUDGET TO ACTUAL SUMMARY NARRATIVE**

Attachment A – Budget to Actual Report shows the unaudited interim results for the one month ended May, 2018.

Operating income/(loss) (net of depreciation) was favorable to budget (\$1,036K).

Revenues were unfavorable to budget by (\$1,012K).

Timing differences: Fare revenue less than budget (\$500k); timing differences for FTA/MTA/Jurisdictional contributions expected to catch up in June.

Expenses were favorable to budget by \$2,049K.

Fuel, and general and administrative expenses were less than budget. Measure M expense is budgeted but not accrued on books.

**I, Macy Neshati, Executive Director and CEO of AVTA, declare that the attached reports are accurate and correct.**

Prepared by:

Submitted by:

---

Judy Vaccaro-Fry  
Director of Finance & Administration

---

Macy Neshati  
Executive Director/CEO

### Attachments:

A – Budget versus Actual Report as of YTD May 31, 2018

B – Interim Financial Statements for the eleven months ended May 31, 2018

C – Treasurer’s Report and Cash Flow Projection for the month of May 31, 2018

D – Payroll History Report for the three months ended June, 2018

E – Cash Disbursements Report for the month ended June, 2018

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**BUDGET VS. ACTUALS - OPERATING INCOME STATEMENT**  
For the 11 months ended May 31, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
<b>REVENUE</b>			
FARE REVENUE	5,041,667	4,587,716	(453,951)
MTA FUNDS	10,273,153	9,976,026	(297,127)
FTA FUNDS	6,027,084	5,933,287	(93,797)
JURISDICTIONAL CONTRIBUTIONS	3,320,237	3,044,023	(276,213)
OTHER REVENUE	167,016	275,435	108,420
<b>TOTAL REVENUE</b>	<b>24,829,156</b>	<b>23,816,487</b>	<b>(1,012,669)</b>
<b>EXPENSES</b>			
CONTRACT SERVICES	14,955,094	14,701,207	253,886
FUEL & ELECTRICITY FOR OPERATIONS	2,128,882	2,143,895	(15,014)
OTHER OPERATING EXPENSES	321,567	254,740	66,827
WAGES	2,407,707	2,467,890	(60,183)
BENEFITS	903,511	776,889	126,622
LEGAL	99,232	184,500	(85,268)
CONSULTING	99,946	242,929	(142,983)
ADVOCACY	245,776	243,096	2,680
TRAVEL	87,504	78,603	8,901
IT MAINTENANCE & LICENSES	210,072	249,664	(39,592)
UTILITIES	163,994	176,017	(12,023)
GENERAL & ADMINISTRATION EXPENSES	2,768,743	823,813	1,944,929
<b>TOTAL EXPENSES</b>	<b>24,392,027</b>	<b>22,343,244</b>	<b>2,048,783</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>437,128</b>	<b>1,473,243</b>	<b>1,036,115</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**EXPENDITURES BY DEPARTMENT**  
For the 11 months ended May 31, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
<b>TOTAL REVENUE</b>	<b>24,829,156</b>	<b>23,816,487</b>	<b>(1,012,669)</b>
<b>EXPENDITURES BY DEPARTMENT</b>			
EXECUTIVE SERVICES	1,918,057	2,017,349	(99,292)
OPERATIONS & MAINTENANCE	18,652,813	18,464,467	188,345
FINANCE	1,188,404	1,191,921	(3,517)
CUSTOMER SERVICE	810,325	669,507	140,818
ALLOCATIONS	1,822,429	(0)	1,822,429
<b>TOTAL EXPENSES</b>	<b>24,392,027</b>	<b>22,343,244</b>	<b>2,048,783</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>437,128</b>	<b>1,473,243</b>	<b>1,036,115</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**VARIANCES BY DEPARTMENT**  
For the 11 months ended May 31, 2018

		COMMENTS (\$000's)
<b>REVENUE</b>	P	Fare Revenue (\$454)
	T	Operating Contributions (\$276)
	P	Advertising Revenue \$14
	T	MTA Revenues (\$297)
	T	5307 Funds (PM & Operating Support) (\$94)
	P	Other Revenue \$94
<b>EXECUTIVE SERVICES</b>	P	Wages & Benefits \$15
	P	Legal (\$85)
	P	Marketing \$69
	P	Printing \$19
	P	Consulting (\$143)
	P	Professional Development \$22
<b>OPERATIONS &amp; MAINTENANCE</b>	P	Wages & Benefits (\$69)
	P	Contract Services (Transdev/IntelliRide) \$254
	P	Fossil Fuel for Fleet Operations (\$15)
	P	I.T. Categories (incl Software Licensing) (\$40)
	P	Utilities (\$12)
	P	Grantable PM & Operating Support \$83
<b>FINANCE</b>	P	Wages & Benefits (\$36)
	P	Liability, Fire & Other Insurance \$5
	P	Audit \$13
<b>CUSTOMER SERVICE</b>	P	Wages & Benefits \$124
	P	Sponsorships (\$9)
	P	Charitable Contributions \$23
	P	Misc. Special Events \$16
	P	LASD/Private Security (\$26)
<b>ALLOCATIONS (NET OF DEPRECIATION)</b>	T	Contingency (Restricted) & GASB Adjustments \$1822

P = Permanent difference  
T = Timing difference



## STATEMENT OF NET POSITION

	As of May 31, 2018	As of May 31, 2017
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 21,708,013	\$ 20,870,431
Due from other governments	7,788,582	2,514,084
Other receivables	89,246	456,924
Inventory	282,354	262,483
Prepaid items	43,223	75,600
Total Current Assets	29,911,417	24,179,522
<b>NONCURRENT ASSETS</b>		
Capital assets, net of depreciation	52,697,227	47,629,450
Total Assets	82,608,644	71,808,972
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension plan contributions	888,674	626,044
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	1,905,261	1,498,055
Accrued payroll and related	(1,977)	104,058
Compensated absences	362,906	410,239
Deferred Revenue - Prop 1B	2,041,754	2,489,080
Other Liabilities	123,380	347,299
Total Current Liabilities	4,431,323	4,848,731
<b>NONCURRENT LIABILITIES</b>		
Net pension plan liability	880,874	629,016
Total Liabilities	5,312,197	5,477,746
<b>Deferred inflows of resources</b>		
Net pension plan assumption differences	142,398	296,364
Unearned Revenue	274,692	268,642
Total deferred inflows of resources	417,090	565,006
<b>NET POSITION</b>		
Invested in Capital Assets	52,697,227	47,629,450
Restricted for Capital Acquisition	6,436,164	5,893,954
Unrestricted	18,634,639	12,868,860
Total Net Assets	\$ 77,768,030	\$ 66,392,265



**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**GOVERNMENT AUDITING STANDARDS PRESENTATION**  
**(INCLUDING DEPRECIATION EXPENSE)**

	For the 11 Months ending May 31, 2018	For the 11 Months ending May 31, 2017
<b>OPERATING REVENUES</b>		
Charges for services:		
Passenger fares	\$ 4,587,716	\$ 4,510,805
Total operating revenues	4,587,716	4,510,805
<b>OPERATING EXPENSES</b>		
Purchased transportation services:		
Outside transit contract	14,701,207	13,838,996
Fuel	2,004,546	1,716,870
Other operating costs	889,001	822,751
General and administrative	4,748,489	4,641,266
Total operating expenses, net of depreciation	22,343,244	21,019,884
Operating gain/(loss), net of depreciation	(17,755,528)	(16,509,079)
Depreciation	3,857,169	3,677,545
Total operating expenses	26,200,412	24,697,428
Operating gain/(loss)	(21,612,696)	(20,186,622)
<b>NONOPERATING REVENUES/(EXPENSES)</b>		
Interest Income	92,474	31,080
Local grants - MTA	9,976,026	8,143,211
Federal non-capital grants	5,933,287	6,763,698
Member agency contributions	3,044,023	3,109,056
Grantable expenses	(172,412)	(6,561,988)
Gain/(Loss) on sale of capital assets	-	(144,066)
Other	182,960	336,652
Total nonoperating revenues and expenses	19,056,357	11,677,643
Gain/(Loss) before capital contributions	(2,556,339)	(8,508,979)
<b>CAPITAL CONTRIBUTIONS</b>		
Capital grants	7,268,156	806,868
Member agency contributions	460,894	460,896
Total capital contributions	7,729,050	1,267,764
<b>CHANGE IN NET POSITION</b>	5,172,710	(7,241,216)
<b>NET POSITON, BEGINNING OF PERIOD</b>	72,595,321	73,633,482
<b>NET POSITION, END OF PERIOD</b>	\$ 77,768,030	\$ 66,392,265

**STATEMENT OF CASH FLOWS**

	For the 11 Months ending May 31, 2018	For the 11 Months ending May 31, 2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from customers	4,587,716	4,510,805
Non-operating miscellaneous revenue received	182,960	336,652
Cash payments to suppliers for goods and services	(18,915,833)	(17,878,206)
Cash payments to employees for services	(3,332,233)	(3,277,193)
Net cash used in operating activities	<u>(17,477,391)</u>	<u>(16,307,941)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>		
Operating grants received	9,890,217	14,942,028
Contributions received from member agencies	3,306,164	3,352,351
Net cash provided by non-capital financing activities	<u>13,196,382</u>	<u>18,294,379</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		
Acquisition of capital assets	(256,200)	(1,028,717)
Proceeds received from sale of capital assets	-	(124,624)
Capital grants received	6,137,038	6,369,757
Capital expenses	(172,412)	(6,561,988)
Capital contributions received from member agencies	460,894	460,896
Net cash used in capital and related financing activities	<u>6,169,320</u>	<u>(884,676)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest received	92,474	31,080
Net cash provided by investing activities:	<u>92,474</u>	<u>31,080</u>
Net increase/(decrease) in cash and cash equivalents	1,980,785	1,132,841
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>19,727,227</u>	<u>19,737,590</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>21,708,013</u></u>	<u><u>20,870,431</u></u>



## STATEMENT OF CASH FLOWS

	For the 11 Months ending May 31, 2018	For the 11 Months ending May 31, 2017
<b>Reconciliation of operating income (loss) to net cash used in operating activities (Indirect Method):</b>		
Operating Loss	(21,612,696)	(20,186,622)
<b>Adjustments to Net Cash used in Operating Activities</b>		
Depreciation	3,857,169	3,677,545
Miscellaneous income	182,960	336,652
(Increase) decrease in other receivables	(2,038)	(138,965)
(Increase) decrease in inventory	-	-
(Increase) decrease in prepaid items	67,574	7,653
(Increase) decrease in deferred outflows of resources	-	-
Increase (decrease) in accounts payable	(52,032)	(240,886)
Increase (decrease) in accrued payroll	(106,183)	650
Increase (decrease) in compensated absences payable	(4,875)	(21)
Increase (decrease) in other liabilities	142,398	(26,088)
Increase (decrease) in deferred inflows of resources	50,334	262,142
Net Cash used in operating activities	<u>(17,477,391)</u>	<u>(16,307,941)</u>

### Notes

- 1 This set of basic financial statements is prepared on an interim basis and is unaudited.
- 2 Please see the Cash Flow Projection Report for additional highlights on cash & equivalents, payroll and expenditures.

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**Treasurer's Report and Cash Flow Projection**  
**For the Month Ended May 31, 2018**

Investment Type	Description	Beginning Balance	Deposits	Disbursements	Interest	Ending Balance
<b>Cash and Investments Under the Direction of the Treasurer</b>						
Local Agency Investment Fund (LAIF) - Capital Reserve		6,771,629			-	\$6,771,629
Interest (earned quarterly)						
Proposition 1B Restricted Fund*		2,052,429			88	2,052,518
Interest earned for the month						
Union Bank - LCTOP		214,440			9	214,449
Interest earned for the month						
* Deferred revenue, recorded as liability until associated expense incurred.						
<b>TOTAL CAPITAL RESERVE AND RESTRICTED FUNDS</b>		<b>9,038,497</b>	<b>-</b>	<b>-</b>	<b>98</b>	<b>\$9,038,595</b>
Wells Fargo - Operating Reserves - CDs		250,000		-		250,000
Wells Fargo - Staging		2,695		-		2,695
Wells Fargo - Money Market Fund		2,570,940		-	3,448	2,574,387
<b>TOTAL OPERATING RESERVE</b>		<b>2,823,635</b>	<b>-</b>	<b>-</b>	<b>3,448</b>	<b>\$2,827,083</b>
General, Payroll & Payable Accounts		10,191,834				
Operating Accounts Analysis						
	FTA		-			
	Cash Fares		265,337			
	Vendor Pass Sales Revenue		259,258			
	MTA Revenue		1,093,993			
	Jurisdictional Contributions		547,783			
	Other Revenue		1,093			
	Non-Transportation Revenue		-			
	Cash Disbursement (A/P) for The Month			2,176,185		
	Employee Payroll			273,697		
	Employee Deductions			34,021		
	Employer Payroll Taxes			9,048		
	CalPERS - AVTA paid			23,740		
	CalPERS - GASB 68			-		
	Bank Fees			1,210		
	<b>Net Operating Funds</b>	<b>10,191,834</b>	<b>2,167,465</b>	<b>2,517,901</b>	<b>-</b>	<b>9,841,398</b>
	<b>Petty Cash Balance</b>	<b>750</b>	<b>188</b>			<b>938</b>
<b>TOTAL CASH AND INVESTMENTS</b>		<b>22,054,716</b>	<b>2,167,653</b>	<b>2,517,901</b>	<b>3,545</b>	<b>\$ 21,708,013</b>

I hereby certify that the investment portfolio of AVTA complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds, Union Bank and Wells Fargo Bank. Pending any future actions by the AVTA Board or any and unforeseen occurrences, AVTA has cash flow adequate to meet its expenditure requirements for the next three months.

Prepared by:

Submitted by:

James Mannie  
 Finance Manager

Judy Vaccaro-Fry  
 Director, Finance & Administration

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**Treasurer's Report and Cash Flow Projection**  
**For the Month Ended May 31, 2018**

Descriptions	\$ Subtotal	\$ Total
BALANCE FROM THE REPORT		\$ 21,708,013
<b><u>Less Restricted Funds</u></b>		
Proposition 1B/LCTOP (Deferred Revenue)		(2,266,966)
Operating Reserve (Wells Fargo)		(2,827,083)
Capital Reserve (LAIF)		(6,771,629)
Reserve for BYD Bus Deliveries		(4,000,000)
Restricted for Operations		(5,400,000)
<b>RESTRICTED CASH</b>		<b>(21,265,677)</b>
<b>UNRESTRICTED CASH</b>		<b>\$ 442,336</b>
<b>NET RECEIVABLE AND PAYABLE FOR THE MONTH ENDED MARCH 31, 2018</b>		
<b>Add Accounts receivable:</b>		
FTA funds	\$ 7,199,436	
MTA Revenue	380,138	
Vendor Pass Sales/Transporter	298,253	
Other	0	7,877,828
<b>Less Payables &amp; Payroll:</b>		
Accounts Payable & Accrued Invoices	(1,826,421)	
Payroll & Related, Other	(76,863)	<b>(1,903,284)</b>
<b>NET INFLOW/(OUT FLOW) OF CASH --- A/R, A/P</b>		<b>5,974,544</b>
<b>PROJECTED CASH AVAILABLE IN THE NEXT 30 DAYS:</b>		<b>\$ 6,416,879</b>
<b>OPERATING CASH REQUIRED MONTHLY - AVERAGE</b>		<b>\$ 1,800,000</b>
<b>Operating Cash Coverage per Monthly Average:</b>		<b>3.6</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY  
PAYROLL HISTORY REPORT  
APRIL - JUNE 2018**

	April Total	May Total	June Total
Number of Pay <u>Periods</u> :	2	2	2
<b><u>EARNINGS</u></b>			
Regular Pay	\$ 173,444.41	\$ 181,955.45	\$ 187,989.82
Overtime Pay	1,760.34	3,271.58	634.99
Vacation Pay	5,783.81	8,608.85	11,971.21
Double Time Pay	-	-	-
Sick Pay	6,905.71	4,749.60	5,240.27
Final Pay	-	-	-
Bereavement Pay	-	-	-
Holiday Pay	106.56	-	9,768.07
Bonus Pay	-	-	-
Floating Holiday Pay	690.86	141.38	1,571.52
Retroactive Pay	52.65	-	183.54
<b>TOTAL, ALL PAY CATEGORIES</b>	<b>\$ 188,744.34</b>	<b>\$ 198,726.86</b>	<b>\$ 217,359.42</b>
Vacation Cash Out	-	12,252.06	2,441.20
Floater Cash Out	24.86	-	6,160.65
Deferred Income 457	1,009.44	1,261.80	1,000.00
Stipend --- Cell phone reimbursements	615.00	307.50	687.50
<b>TOTAL PAYROLL</b>	<b>\$ 190,393.64</b>	<b>\$ 212,548.22</b>	<b>\$ 227,648.77</b>
<b>Inc(Dec)-Curr month over prev month</b>		<b>\$ 22,154.58</b>	<b>\$ 15,100.55</b>
<b>% Inc(Dec)-Curr month over prev month</b>		<b>11.64%</b>	<b>7.10%</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0944 - AGILITY RECOVERY SOLUTIONS INC.</b>				
23694	06/20/2018	Agility Recovery Services-June 2018	100-2FF-5-G1-9401012	230.00
<b>Vendor V0944 - AGILITY RECOVERY SOLUTIONS INC. Total:</b>				<b>230.00</b>
<b>Vendor: V0007 - American Public Transit Asc</b>				
23712	06/27/2018	Membership-FY 2019	100-000-1-A1-0401004	26,000.00
<b>Vendor V0007 - American Public Transit Asc Total:</b>				<b>26,000.00</b>
<b>Vendor: V0249 - Antelope Valley Board of Trade</b>				
23713	06/27/2018	AV Board of Trade Meetings	100-1EX-5-G1-9501019	30.00
23713	06/27/2018	AV Board of Trade Meetings	100-1EX-5-G1-9501019	50.00
23713	06/27/2018	AV Board of Trade Meetings	100-1EX-5-G1-9501019	60.00
23713	06/27/2018	AV Board of Trade Meetings	100-1EX-5-G1-9501019	100.00
<b>Vendor V0249 - Antelope Valley Board of Trade Total:</b>				<b>240.00</b>
<b>Vendor: V0135 - Aramark Uniform Services</b>				
23648	06/04/2018	Uniform service	100-2FF-5-G1-9401038	221.46
23648	06/04/2018	Uniform service	100-2FF-5-G1-9401038	255.49
23666	06/14/2018	Uniform service	100-2FF-5-G1-9401038	247.54
23714	06/27/2018	Uniform service	100-2FF-5-G1-9401038	221.46
23714	06/27/2018	Uniform service	100-2FF-5-G1-9401038	228.79
23743	06/28/2018	Uniform service	100-2FF-5-G1-9401038	250.75
<b>Vendor V0135 - Aramark Uniform Services Total:</b>				<b>1,425.49</b>
<b>Vendor: V1052 - Around AV Transit Media</b>				
23695	06/20/2018	Removal - Local King ad	100-1EX-5-G1-9501018	10.00
23695	06/20/2018	Installation - Local King ad	100-1EX-5-G1-9501018	70.00
23695	06/20/2018	Production - Local King ad	100-1EX-5-G1-9501018	109.50
<b>Vendor V1052 - Around AV Transit Media Total:</b>				<b>189.50</b>
<b>Vendor: V0441 - At&amp;T Calnet</b>				
23649	06/04/2018	Telephone as of May 20, 2018	100-2FF-5-G1-9401025	732.50
23744	06/28/2018	Telephone service-as of 6/20/2018	100-2FF-5-G1-9401025	744.91
<b>Vendor V0441 - At&amp;T Calnet Total:</b>				<b>1,477.41</b>
<b>Vendor: V0248 - Atkinson, Andelson, Loya, RUUD</b>				
23715	06/27/2018	General advice	100-1EX-5-G1-9501005	734.00
<b>Vendor V0248 - Atkinson, Andelson, Loya, RUUD Total:</b>				<b>734.00</b>
<b>Vendor: V0239 - BOHN'S Printing</b>				
23667	06/14/2018	Business cards for M Neshati, J Fry and K Conrad	100-3FS-5-G1-9501018	131.40
23696	06/20/2018	Business cards-M Neshati	100-3FS-5-G1-9501009	43.80
23696	06/20/2018	Fold	100-3FS-5-G1-9501009	20.26
23716	06/27/2018	Business cards-T Lanier	100-3FS-5-G1-9501018	43.80
<b>Vendor V0239 - BOHN'S Printing Total:</b>				<b>239.26</b>
<b>Vendor: V0762 - Boot Barn</b>				
23650	06/04/2018	Safety toe footwear	100-2FF-5-G1-9401038	216.80
23650	06/04/2018	Safety toe footwear	100-2FF-5-G1-9401038	123.18
23650	06/04/2018	Safety Toe Footwear	100-2FF-5-G1-9401038	152.24
23650	06/04/2018	Safety toe footwear	100-2FF-5-G1-9401038	157.65
<b>Vendor V0762 - Boot Barn Total:</b>				<b>649.87</b>
<b>Vendor: V0149 - Brinks Incorporated</b>				
23668	06/14/2018	Transportation Service-June 20187	100-3FS-5-G1-9501024	613.84
23668	06/14/2018	Supplies-May 2018	100-3FS-5-G1-9501024	31.61
<b>Vendor V0149 - Brinks Incorporated Total:</b>				<b>645.45</b>
<b>Vendor: V0132 - Bulbs.com</b>				
23669	06/14/2018	Facility replacement light bulbs	100-2FF-5-G1-9401038	149.25
23669	06/14/2018	Facility replacement light bulbs	100-2FF-5-G1-9401038	164.90
23669	06/14/2018	Facility replacement light bulbs	100-2FF-5-G1-9401038	99.80
<b>Vendor V0132 - Bulbs.com Total:</b>				<b>413.95</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V1139 - California Choice</b>				
23670	06/14/2018	Group Health Insurance (EE)- July 2018	100-000-2-B1-4011013	5,764.99
23670	06/14/2018	C Konisek Health Insurance-COBRA-July 2018	100-000-2-B1-4011013	903.15
23670	06/14/2018	Group Health Insurance (ER)- July 2018	100-1ZZ-5-G1-9701612	28,129.92
<b>Vendor V1139 - California Choice Total:</b>				<b>34,798.06</b>
<b>Vendor: V0723 - Canon Solutions America</b>				
23651	06/04/2018	Customer Service Canpon C5051 Copier 12 Month Agrt	100-2FF-5-G1-9401009	299.62
23717	06/27/2018	Customer Service Canpon C5051 Copier 12 Month Agrt	100-2FF-5-G1-9401009	393.34
23717	06/27/2018	Customer Service Canpon C5051 Copier 12 Month Agrt	100-2FF-5-G1-9401009	312.92
<b>Vendor V0723 - Canon Solutions America Total:</b>				<b>1,005.88</b>
<b>Vendor: V0416 - Carquest of Lancaster #7305</b>				
23671	06/14/2018	Oil filter change	100-2FF-5-G1-9401038	4.81
23718	06/27/2018	BRAKE PADS UNIT 222 FRONT	100-2FF-5-G1-9401038	188.38
23718	06/27/2018	BRAKE PADS UNIT 222 REAR	100-2FF-5-G1-9401038	99.62
23718	06/27/2018	brake caliper retractor	100-2FF-5-G1-9401038	133.58
<b>Vendor V0416 - Carquest of Lancaster #7305 Total:</b>				<b>426.39</b>
<b>Vendor: V0747 - City of Palmdale- Parks &amp; Rec</b>				
23745	06/28/2018	FY 2019 Sponsorships	100-5CS-5-G1-9501039	10,000.00
<b>Vendor V0747 - City of Palmdale- Parks &amp; Rec Total:</b>				<b>10,000.00</b>
<b>Vendor: V1061 - Cummins Allison Corp.</b>				
23719	06/27/2018	Maintenance- coin counter-FY 2019	100-2FF-5-G1-9401038	1,633.40
<b>Vendor V1061 - Cummins Allison Corp. Total:</b>				<b>1,633.40</b>
<b>Vendor: V0646 - DSL Extreme</b>				
23672	06/14/2018	DSL Service-07/01/2018-08/01/2018	100-2FF-5-G1-9401025	52.83
<b>Vendor V0646 - DSL Extreme Total:</b>				<b>52.83</b>
<b>Vendor: V1225 - Duke Engineering</b>				
23673	06/14/2018	Construction documents and support for WAVE at PTC	600-1XX-5-J1-9909085	13,650.00
23697	06/20/2018	A&E Services to Re- design Server Room	600-1XX-5-J1-9909200	5,740.00
23673	06/14/2018	2017-41 - TO 4 - A&E - 40th St E and Palmdale Blvd	600-1XX-5-J1-9508100	5,800.00
23673	06/14/2018	CALTRANS project-2017-41 - Material Testing	100-000-2-B1-4051003	4,213.00
<b>Vendor V1225 - Duke Engineering Total:</b>				<b>29,403.00</b>
<b>Vendor: V1123 - Eastside Checks Cashed</b>				
23698	06/20/2018	CPOS Blanket Reimbursement-May 2018	100-3FS-5-G1-9501037	50.00
<b>Vendor V1123 - Eastside Checks Cashed Total:</b>				<b>50.00</b>
<b>Vendor: V1151 - Eco Energy Solutions, Inc.</b>				
23720	06/27/2018	DIR Withholding-Elec bus charging at PTC	600-1XX-5-J1-9909081	1,022.61
23720	06/27/2018	DIR Withholding-Elec bus charging at PTC	600-1XX-5-J1-9909081	5,283.38
<b>Vendor V1151 - Eco Energy Solutions, Inc. Total:</b>				<b>6,305.99</b>
<b>Vendor: V0046 - Federal Express</b>				
23674	06/14/2018	Shipping charges	100-3FS-5-G1-9501010	24.13
23674	06/14/2018	Shipping charges	100-3FS-5-G1-9501010	65.75
23674	06/14/2018	Shipping charges	100-3FS-5-G1-9501010	185.28
23674	06/14/2018	Shipping charges	100-3FS-5-G1-9501010	17.54
23674	06/14/2018	Shipping charges	100-3FS-5-G1-9501010	62.05
23721	06/27/2018	Shipping charges	100-3FS-5-G1-9501010	154.46
23721	06/27/2018	Shipping charges	100-3FS-5-G1-9501010	23.23
<b>Vendor V0046 - Federal Express Total:</b>				<b>532.44</b>
<b>Vendor: V0176 - First Place Awards</b>				
23722	06/27/2018	1 Plaque	100-3FS-5-G1-9501009	38.33
23722	06/27/2018	Signs, Plaques, acrylic awards	100-3FS-5-G1-9501009	243.09
<b>Vendor V0176 - First Place Awards Total:</b>				<b>281.42</b>
<b>Vendor: V1247 - Fleet-Net Corporation</b>				
23675	06/14/2018	Fleet Managment Software Contract 2017-14	600-1XX-5-J1-9910004	1,155.45
<b>Vendor V1247 - Fleet-Net Corporation Total:</b>				<b>1,155.45</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0194 - Frontier Communications</b>				
23746	06/28/2018	Telephone service, 6/13/18-7/12/18	100-2FF-5-G1-9401025	457.89
<b>Vendor V0194 - Frontier Communications Total:</b>				<b>457.89</b>
<b>Vendor: V1255 - Geraldina Romo</b>				
23699	06/20/2018	APTA Bus & paratransit meeting	100-1EX-5-G1-9501019	75.00
23723	06/27/2018	Reimb-National BRT Conf-LA	100-1EX-5-G1-9501019	105.00
<b>Vendor V1255 - Geraldina Romo Total:</b>				<b>180.00</b>
<b>Vendor: V0701 - Gotcha Media Holdings LLC</b>				
23700	06/20/2018	Antelope College Campus Kiosk (13)mo. - SW/F Bs.Ed	100-1EX-5-G1-9501003	315.00
23700	06/20/2018	Antelope College Campus Kiosk (13)mo. - Library	100-1EX-5-G1-9501003	336.00
<b>Vendor V0701 - Gotcha Media Holdings LLC Total:</b>				<b>651.00</b>
<b>Vendor: V0125 - Grainger</b>				
23652	06/04/2018	Fan motor and pulley, compressor filters	100-2FF-5-G1-9401038	38.04
23652	06/04/2018	Fan motor and pulley, compressor filters	100-2FF-5-G1-9401038	107.22
23652	06/04/2018	Fan motor and pulley, compressor filters	100-2FF-5-G1-9401038	55.63
23652	06/04/2018	Fan motor and pulley, compressor filters	100-2FF-5-G1-9401038	267.41
23676	06/14/2018	Batteries, etc	100-2FF-5-G1-9401038	14.90
23676	06/14/2018	Replacement evaporative cooler motor and pulley	100-2FF-5-G1-9401038	330.23
23676	06/14/2018	Replacement evaporative cooler motor and pulley	100-2FF-5-G1-9401038	29.83
23676	06/14/2018	Replacement evaporative cooler motor and pulley	100-2FF-5-G1-9401038	44.33
23724	06/27/2018	Test cock, 1/8x1/4 in	100-2FF-5-G1-9401038	27.76
<b>Vendor V0125 - Grainger Total:</b>				<b>915.35</b>
<b>Vendor: V1231 - Hanka Advisor LLC</b>				
23677	06/14/2018	Advocacy Consulting Services-June 2018	100-1EX-5-G1-9501015	5,000.00
<b>Vendor V1231 - Hanka Advisor LLC Total:</b>				<b>5,000.00</b>
<b>Vendor: V0624 - Home Depot Credit Services</b>				
23653	06/04/2018	Shop parts for mixing valve installation	100-2FF-5-G1-9401038	145.25
23653	06/04/2018	Shop parts for mixing valve installation	100-2FF-5-G1-9401038	137.23
23653	06/04/2018	Water leak in south end of shop	100-2FF-5-G1-9401038	38.71
23653	06/04/2018	Courtyard project, etc	100-2FF-5-G1-9401038	153.72
<b>Vendor V0624 - Home Depot Credit Services Total:</b>				<b>474.91</b>
<b>Vendor: V0474 - Insight- Public Sector</b>				
23701	06/20/2018	APC Back-UPS BE600M1 Workstation Battery Back-Up	600-1XX-5-J1-9910003	419.13
23701	06/20/2018	Dell C3765dnf Yellow Toner Cartridge	100-2FF-5-G1-9401009	197.10
23701	06/20/2018	Dell C3765dnf Cyan Toner Cartridge	100-2FF-5-G1-9401009	197.10
23701	06/20/2018	Dell S2825cdn Magenta Toner Cartridge	100-2FF-5-G1-9401009	144.54
23701	06/20/2018	Dell S2825cdn Yellow Toner Cartridge	100-2FF-5-G1-9401009	144.54
23701	06/20/2018	Dell C2660dn Black Toner Cartridge	100-2FF-5-G1-9401009	142.35
23701	06/20/2018	Dell S130cdn Black Toner Cartridge	100-2FF-5-G1-9401009	114.98
23701	06/20/2018	Dell S2825cdn Black Toner Cartridge	100-2FF-5-G1-9401009	111.69
23701	06/20/2018	Dell E525 Yellow Toner Cartridge	100-2FF-5-G1-9401009	68.99
23701	06/20/2018	Dell E525 Magenta Toner Cartridge	100-2FF-5-G1-9401009	68.99
23701	06/20/2018	Dell C3765dnf Magenta Toner Cartridge	100-2FF-5-G1-9401009	197.10
23701	06/20/2018	Dell S2825cdn Cyan Toner Cartridge	100-2FF-5-G1-9401009	144.54
23701	06/20/2018	Dell C3765dnf Black Toner Cartridge	100-2FF-5-G1-9401009	221.18
23701	06/20/2018	APC 3-Yr. Warranty Service Pack for 750VA LC Units	600-1XX-5-J1-9910003	303.92
23701	06/20/2018	Executive Director's Surface Computer	100-2FF-5-G1-9401006	2,253.05
23725	06/27/2018	APC Smart-UPS 750VA LCD	600-1XX-5-J1-9910003	1,297.37
<b>Vendor V0474 - Insight- Public Sector Total:</b>				<b>6,026.57</b>
<b>Vendor: V1057 - IntelliRide</b>				
23678	06/14/2018	May 2018 DAR Fare Coupons	100-000-4-D1-6001400	2,703.00
23678	06/14/2018	May 2018 ETP Service	100-2FF-5-G1-9401031	11,466.79
23678	06/14/2018	Dial-a-ride Service, May 2018	100-000-4-D1-6001400	(11,174.00)
23678	06/14/2018	Dial-a-ride Service, May 2018	100-2FF-5-G1-9001014	136,627.08
<b>Vendor V1057 - IntelliRide Total:</b>				<b>139,622.87</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0057 - Interior Plant Designs</b>				
23679	06/14/2018	Plant maintenance/services-June 2018	100-2FF-5-G1-9401005	220.00
<b>Vendor V0057 - Interior Plant Designs Total:</b>				<b>220.00</b>
<b>Vendor: V0157 - Iron Mountain Records Mgmt Inc</b>				
23680	06/14/2018	Offsite shred service	100-2FF-5-G1-9401005	85.73
<b>Vendor V0157 - Iron Mountain Records Mgmt Inc Total:</b>				<b>85.73</b>
<b>Vendor: V0250 - L.A. County Waterworks</b>				
23747	06/28/2018	Utilities-water-04/12/18-06/14/18	100-2FF-5-G1-9401024	440.27
23747	06/28/2018	Utilities-water-04/12/18-06/14/18	100-2FF-5-G1-9401024	630.15
23747	06/28/2018	Utilities-water-04/12/18-06/14/18	100-2FF-5-G1-9401024	309.96
<b>Vendor V0250 - L.A. County Waterworks Total:</b>				<b>1,380.38</b>
<b>Vendor: V0288 - LA County Sheriff Dept</b>				
23654	06/04/2018	LASD Transit Deputy (K. Maselli)-April 2018	100-5CS-5-G1-9501034	6,349.79
23726	06/27/2018	LASD Transit Deputy (K. Maselli)-May 2018	100-5CS-5-G1-9501034	5,943.64
<b>Vendor V0288 - LA County Sheriff Dept Total:</b>				<b>12,293.43</b>
<b>Vendor: V0421 - Lancaster Chamber of Commerce</b>				
23727	06/27/2018	Membership Renewal Dues	100-000-1-A1-0401004	225.00
<b>Vendor V0421 - Lancaster Chamber of Commerce Total:</b>				<b>225.00</b>
<b>Vendor: V1265 - M. Greene Planning &amp; Resource Department</b>				
23728	06/27/2018	Professional Services Contract No 2018-29	100-1EX-5-G1-9501013	3,910.00
<b>Vendor V1265 - M. Greene Planning &amp; Resource Department Total:</b>				<b>3,910.00</b>
<b>Vendor: V0720 - Mail America 2- Palmdale</b>				
23703	06/20/2018	LIFE Coupons-May 2018	100-3FS-5-G1-9501037	32.00
23703	06/20/2018	LIFE Coupons-May 2018	100-3FS-5-G1-9501037	24.00
23703	06/20/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
23729	06/27/2018	LIFE Coupons-June 2018	100-3FS-5-G1-9501037	48.00
<b>Vendor V0720 - Mail America 2- Palmdale Total:</b>				<b>154.00</b>
<b>Vendor: V1212 - Master's Refreshment Services</b>				
23655	06/04/2018	1 box Sumatra coffee	100-3FS-5-G1-9501009	45.99
23730	06/27/2018	Starbucks coffee	100-3FS-5-G1-9501009	91.98
<b>Vendor V1212 - Master's Refreshment Services Total:</b>				<b>137.97</b>
<b>Vendor: V0292 - McMaster-Carr Supply Co.</b>				
23681	06/14/2018	Catch and release Trap for birds	100-2FF-5-G1-9401038	92.94
23748	06/28/2018	Extreme pressure brass 90 degree	100-2FF-5-G1-9401038	88.75
<b>Vendor V0292 - McMaster-Carr Supply Co. Total:</b>				<b>181.69</b>
<b>Vendor: V0783 - Mobile Relay Associates</b>				
23656	06/04/2018	Commuter radio repeater service-June 2018	100-2FF-5-G1-9401038	1,224.30
23749	06/28/2018	Commuter radio repeater service	100-2FF-5-G1-9401038	1,224.30
<b>Vendor V0783 - Mobile Relay Associates Total:</b>				<b>2,448.60</b>
<b>Vendor: V0626 - Moore &amp; Associates</b>				
23731	06/27/2018	May 2018-Planning & Operational Support Services	100-1EX-5-G1-9501013	15,069.33
23731	06/27/2018	April 18-Planning & Operational Support Services	100-1EX-5-G1-9501013	6,352.39
<b>Vendor V0626 - Moore &amp; Associates Total:</b>				<b>21,421.72</b>
<b>Vendor: V1054 - Ollivier Corporation</b>				
23682	06/14/2018	Change Order 1 to Contract No 2017-34	600-1XX-5-J1-9909068	164.73
23682	06/14/2018	Replace 7 Exsiting Cameras under 2018-03	600-1XX-5-J1-9909068	1,143.35
23682	06/14/2018	CONtract 2018-07 Replace Wiring 9 Cameras	600-1XX-5-J1-9909068	497.73
23682	06/14/2018	Services Provided under Contract 2017-34	600-1XX-5-J1-9909068	3,340.19
<b>Vendor V1054 - Ollivier Corporation Total:</b>				<b>5,146.00</b>
<b>Vendor: V0987 - OPSEC Specialized Protection</b>				
23683	06/14/2018	Opsec Security for May 2018	100-5CS-5-G1-9501034	4,685.00
<b>Vendor V0987 - OPSEC Specialized Protection Total:</b>				<b>4,685.00</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0688 - Our Weekly Publications</b>				
23704	06/20/2018	Advertisement of Procurement Notices	100-3FS-5-G1-9501002	385.00
23732	06/27/2018	Advertisement of Procurement Notices	100-3FS-5-G1-9501002	385.00
<b>Vendor V0688 - Our Weekly Publications Total:</b>				<b>770.00</b>
<b>Vendor: V1238 - Passantino Andersen Communications LLC</b>				
23684	06/14/2018	Consulting services-May 2018	100-1EX-5-G1-9501013	3,995.00
<b>Vendor V1238 - Passantino Andersen Communications LLC Total:</b>				<b>3,995.00</b>
<b>Vendor: V0078 - Pinnacle Petroleum Inc</b>				
23657	06/04/2018	Fuel, May 2018	100-2FF-5-G1-9201003	23,792.55
23657	06/04/2018	Fuel, May 2018	100-2FF-5-G1-9201003	18,655.30
23657	06/04/2018	Fuel, May 2018	100-2FF-5-G1-9201003	10,270.74
23657	06/04/2018	Fuel, May 2018	100-2FF-5-G1-9201003	23,794.26
23657	06/04/2018	Fuel, May 2018	100-2FF-5-G1-9201003	23,317.51
23685	06/14/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,775.90
23685	06/14/2018	Fuel, June 2018	100-2FF-5-G1-9201003	14,896.35
23733	06/27/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,939.61
23685	06/14/2018	Fuel, June 2018	100-2FF-5-G1-9201003	23,387.34
23733	06/27/2018	Fuel, June 2018	100-2FF-5-G1-9201003	23,141.48
<b>Vendor V0078 - Pinnacle Petroleum Inc Total:</b>				<b>206,971.04</b>
<b>Vendor: V0587 - Pitney Bowes Reserve Account</b>				
23734	06/27/2018	Postage reserve account	100-3FS-5-G1-9501010	500.00
<b>Vendor V0587 - Pitney Bowes Reserve Account Total:</b>				<b>500.00</b>
<b>Vendor: V1006 - Proactive Work Health</b>				
23735	06/27/2018	EScreen Test-CS New Employees	100-3FS-5-G1-9501027	220.00
<b>Vendor V1006 - Proactive Work Health Total:</b>				<b>220.00</b>
<b>Vendor: V0958 - R.C. Becker and son, Inc.</b>				
23705	06/20/2018	AVTA/Caltrans Project Contract 2017-40	100-000-2-B1-4051003	47,087.45
23705	06/20/2018	2017-40 - Change Order 9 - Under Ground Boring	100-000-2-B1-4051003	32,895.32
23705	06/20/2018	2017-40 - Change Order 11 - Remobilization	100-000-2-B1-4051003	4,933.98
23705	06/20/2018	2017-40 Change Order 7 Taft Re-mobilization Costs	100-000-2-B1-4051003	3,937.50
23705	06/20/2018	2017-40 - Change Order 9 - Under Ground Boring	100-000-2-B1-4051003	3,648.87
23705	06/20/2018	2017-40 Change Order 13 NE Corner Fix Liability	100-000-2-B1-4051003	3,179.54
23705	06/20/2018	2017-40 Change Order 12	100-000-2-B1-4051003	2,399.77
23705	06/20/2018	Change Order 3 for COnttract 2017-40	100-000-2-B1-4051003	2,099.80
23705	06/20/2018	2017-40-Change Order 6-Replace Designated Roadway	100-000-2-B1-4051003	1,828.40
23705	06/20/2018	2017-40 Change Order 7	100-000-2-B1-4051003	1,505.29
23705	06/20/2018	AVTA/Caltrans Project Contract 2017-40	600-1XX-5-J1-9909059	7,103.58
23705	06/20/2018	2017-40 - Change Order 5	600-1XX-5-J1-9909059	2,009.54
<b>Vendor V0958 - R.C. Becker and son, Inc. Total:</b>				<b>112,629.04</b>
<b>Vendor: V0403 - Southern California Edison</b>				
23686	06/14/2018	Utilities-Electricity 04/19/18-5/18/18	100-2FF-5-G1-9401021	2,714.58
23686	06/14/2018	2 PMC's 5576540 & 5576546 EV Load-May 2018	100-2FF-5-G1-9201012	5,653.35
23706	06/20/2018	Ebus Electricity-BILLING CORRECTION-5/2017-5/2018	100-2FF-5-G1-9201010	105,034.35
23736	06/27/2018	Ebus elec-PTC Clocktower Plaza	100-2FF-5-G1-9201010	705.35
23750	06/28/2018	Ebus electricity-Lanc City park-5/1/18-5/31/18	100-2FF-5-G1-9201010	135.18
<b>Vendor V0403 - Southern California Edison Total:</b>				<b>114,242.81</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0477 - Standard Insurance Company</b>				
23687	06/14/2018	Dental Insurance Premium- June 2018 (Colby)	100-000-2-B1-4011014	63.48
23687	06/14/2018	Dental Insurance Premium (EE)- June 2018	100-000-2-B1-4011014	1,018.19
23687	06/14/2018	Dental Insurance Premium (ER)- June 2018	100-1ZZ-5-G1-9701614	3,477.09
23687	06/14/2018	Vision Insurance Premium- June 2018 (Colby)	100-000-2-B1-4011016	9.92
23687	06/14/2018	Vision Insurance Premium (EE)- June 2018	100-000-2-B1-4011016	140.93
23687	06/14/2018	Vision Insurance Premium (ER)-June 2018	100-1ZZ-5-G1-9701616	526.59
23737	06/27/2018	Life	100-1ZZ-5-G1-9701811	407.40
23737	06/27/2018	HADV Premium	100-1ZZ-5-G1-9701811	39.00
23737	06/27/2018	Short Term Disability	100-1ZZ-5-G1-9701812	1,294.48
23737	06/27/2018	Long Term Disability	100-1ZZ-5-G1-9701813	802.92
23737	06/27/2018	AD&D	100-1ZZ-5-G1-9701814	81.48
<b>Vendor V0477 - Standard Insurance Company Total:</b>				<b>7,861.48</b>
<b>Vendor: V1170 - Stradling Yocca Carlson &amp; Rauth, A Professional Corporation</b>				
23738	06/27/2018	Special Projects	100-1EX-5-G1-9501005	2,445.50
23738	06/27/2018	PERB Dispute	100-1EX-5-G1-9501005	73.00
23738	06/27/2018	Union Matters	100-1EX-5-G1-9501005	491.64
23738	06/27/2018	Employment/Personnel	100-1EX-5-G1-9501005	609.50
23738	06/27/2018	General service	100-1EX-5-G1-9501005	4,000.00
23738	06/27/2018	Special Litigation	100-1EX-5-G1-9501005	17,371.16
<b>Vendor V1170 - Stradling Yocca Carlson &amp; Rauth, A Professional Corporation Total:</b>				<b>24,990.80</b>
<b>Vendor: V0103 - TCW Systems, Inc.</b>				
23739	06/27/2018	Local radio repeater services through june 2018	100-2FF-5-G1-9401038	500.00
<b>Vendor V0103 - TCW Systems, Inc. Total:</b>				<b>500.00</b>
<b>Vendor: V0505 - The Customer Service Experts</b>				
23707	06/20/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
<b>Vendor V0505 - The Customer Service Experts Total:</b>				<b>50.00</b>
<b>Vendor: V0405 - The Gas Company</b>				
23658	06/04/2018	Utilities-Gas, 4/18/18-5/17/18	100-2FF-5-G1-9401022	934.96
23751	06/28/2018	Utilities-Gas, 5/17/18-6/18/18	100-2FF-5-G1-9401022	683.44
<b>Vendor V0405 - The Gas Company Total:</b>				<b>1,618.40</b>
<b>Vendor: V0904 - Time Warner/Spectrum Business</b>				
23708	06/20/2018	Cable service-6/11/18-7/10/18	100-2FF-5-G1-9401025	252.08
23708	06/20/2018	Internet, 6/13/18-7/12/18	100-2FF-5-G1-9401025	1,365.00
<b>Vendor V0904 - Time Warner/Spectrum Business Total:</b>				<b>1,617.08</b>
<b>Vendor: V1008 - Tire Xpress Inc.</b>				
23688	06/14/2018	2 tires for unit 124	100-2FF-5-G1-9401038	144.00
<b>Vendor V1008 - Tire Xpress Inc. Total:</b>				<b>144.00</b>
<b>Vendor: V0851 - Traffic Management Inc.</b>				
23659	06/04/2018	Sign mount hardware-BSIP	600-1XX-5-J1-9909059	96.36
<b>Vendor V0851 - Traffic Management Inc. Total:</b>				<b>96.36</b>
<b>Vendor: V0252 - Transdev, Inc.</b>				
23741	06/27/2018	Local and Commuter Maint and Service, May 2018	100-2FF-5-G1-9001013	1,221,951.80
23741	06/27/2018	Travel Training-May 2018	100-5CS-5-G1-9401035	277.93
23741	06/27/2018	Commuter Recovery-May 2018	100-2FF-5-G1-9001013	10,360.02
23741	06/27/2018	Commuter Recovery STANDBY-May 2018	100-2FF-5-G1-9001013	2,450.51
23741	06/27/2018	JARC Commuter Hours-785-786-787-May 2018	100-2FF-5-G1-9001015	20,919.02
23741	06/27/2018	Metrolink Assistance-May 2018	100-2FF-5-G1-9001013	2,926.74
23741	06/27/2018	BYD Electric buses, May 2018	100-2FF-5-G1-9001016	22,468.18
23741	06/27/2018	Cummins Salesand Service-Kit, engine piston	600-1XX-5-J1-9909075	1,316.14
23741	06/27/2018	Cummins Sales & service-Bus#4348 Engine	600-1XX-5-J1-9909075	5,590.31
23741	06/27/2018	Avail Tech-back up Battery	600-1XX-5-J1-9909075	1,156.32
<b>Vendor V0252 - Transdev, Inc. Total:</b>				<b>1,289,416.97</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V1267 - United States Bankruptcy Court</b>				
23660	06/04/2018	LA13-38529-NB-Mark Perry	100-000-2-B1-4011034	670.61
23689	06/14/2018	LA13-38529-NB-Mark Perry	100-000-2-B1-4011034	670.61
23742	06/27/2018	LA13-38529-NB-Mark Perry	100-000-2-B1-4011034	670.61
<b>Vendor V1267 - United States Bankruptcy Court Total:</b>				<b>2,011.83</b>
<b>Vendor: V0353 - UNUM Life Insurance Co of Amer</b>				
23709	06/20/2018	Long Term Care (EE)	100-000-2-B1-4011024	83.28
23709	06/20/2018	Long Term Care (ER)	100-1ZZ-5-G1-9702618	424.65
<b>Vendor V0353 - UNUM Life Insurance Co of Amer Total:</b>				<b>507.93</b>
<b>Vendor: V0302 - US Bank</b>				
23661	06/04/2018	AV Hispanic luncheon	100-1EX-5-G1-9501019	25.00
23661	06/04/2018	Lodging-L Engel credit	100-1EX-5-G1-9501019	(180.32)
23661	06/04/2018	AV Luncheon meeting	100-1EX-5-G1-9501019	20.00
23661	06/04/2018	Marriott Tampa Fl credit adjustment	100-1EX-5-G1-9501019	(1.50)
23661	06/04/2018	Lodging-APTA-Tampa, Fl. Marriott	100-1EX-5-G1-9501019	4,187.10
23661	06/04/2018	2018 FAST Users conference-lodging	100-1EX-5-G1-9501019	238.09
23661	06/04/2018	AVBOT luncheon	100-1EX-5-G1-9501019	20.00
23661	06/04/2018	APTA Meeting-Tampa, Fl-H Fuentes	100-1EX-5-G1-9501019	149.80
23661	06/04/2018	J Fry-airfare to Sacramento	100-1EX-5-G1-9501019	96.90
23661	06/04/2018	ARMA chapter meeting	100-1EX-5-G1-9501019	65.00
23661	06/04/2018	Palmdale chamber of commerce	100-1EX-5-G1-9501019	25.00
23661	06/04/2018	Lancaster chamber of commerce	100-1EX-5-G1-9501019	25.00
23661	06/04/2018	Mayor's Prayer breakfast	100-1EX-5-G1-9501019	160.00
23661	06/04/2018	Gift card for L Engel's retirement	100-2FF-5-G1-9501029	635.44
23661	06/04/2018	Allison transmission software maintenance	600-1XX-5-J1-9910004	800.00
23661	06/04/2018	Business lunch-N Hickling, Victor	100-1EX-5-G1-9501019	54.65
23661	06/04/2018	Business meeting with Macy N. and Marv Crist	100-1EX-5-G1-9501019	274.71
23661	06/04/2018	Mobility 21 Workshop	100-1EX-5-G1-9501019	11.19
23661	06/04/2018	Refreshments-Employees baseball night-Jethawks	100-1EX-5-G1-9501029	757.30
23661	06/04/2018	Lodging-Marriott LA	100-1EX-5-G1-9501019	342.29
23661	06/04/2018	Uber ride	100-1EX-5-G1-9501019	41.60
23661	06/04/2018	Uber-APTA meeting	100-1EX-5-G1-9501019	18.50
23661	06/04/2018	Lunches-LAX and Houston TX with M Flanagan-APTA	100-1EX-5-G1-9501019	150.58
23661	06/04/2018	Parking-Marriott LA	100-1EX-5-G1-9501019	63.80
23661	06/04/2018	Keys for plastic dispensers	100-2FF-5-G1-9401038	26.87
23661	06/04/2018	A1 security cameras	600-1XX-5-J1-9909069	663.00
<b>Vendor V0302 - US Bank Total:</b>				<b>8,670.00</b>
<b>Vendor: V0209 - Vinsa Insurance Associates</b>				
23690	06/14/2018	Travelers Indemnity-Bus. auto Renew Policy FY19	100-000-1-A1-0401000	19,720.00
23690	06/14/2018	Crime Renew Policy-FY 19	100-000-1-A1-0401000	6,594.00
23690	06/14/2018	Package renew policy-FY 19	100-000-1-A1-0401000	90,612.00
23690	06/14/2018	D&O/EPL Renew Policy-FY 19	100-000-1-A1-0401000	18,177.00
23690	06/14/2018	Difference in conditions Renew Policy-FY19	100-000-1-A1-0401000	54,092.28
23690	06/14/2018	Umbrella Renew policy-FY 19	100-000-1-A1-0401000	71,233.00
23690	06/14/2018	CSAC-Pollution Renew Policy-FY 19	100-000-1-A1-0401000	1,640.10
23690	06/14/2018	Cyber liability-Renew Policy-FY19	100-000-1-A1-0401000	1,430.00
23690	06/14/2018	Workers Comp renew Policy-FY 19	100-000-1-A1-0401003	79,878.00
23710	06/20/2018	Pollution Renew Policy-7/1/18-7/19	100-000-1-A1-0401000	1,640.10
<b>Vendor V0209 - Vinsa Insurance Associates Total:</b>				<b>345,016.48</b>
<b>Vendor: V0969 - Walsma Oil Company</b>				
23664	06/04/2018	Diesel Emmision Fluid	100-2FF-5-G1-9201003	2,391.48
<b>Vendor V0969 - Walsma Oil Company Total:</b>				<b>2,391.48</b>
<b>Vendor: V0550 - Waste Management</b>				
23665	06/04/2018	Utilities, Waste- May 2018	100-2FF-5-G1-9401023	1,076.06
<b>Vendor V0550 - Waste Management Total:</b>				<b>1,076.06</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 06/01/2018 - 06/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0457 - Waxie Enterprises Inc.</b>				
23752	06/28/2018	cleanser	100-2FF-5-G1-9401038	123.47
23752	06/28/2018	bath tissue	100-2FF-5-G1-9401038	447.81
23752	06/28/2018	large bags	100-2FF-5-G1-9401038	411.19
23752	06/28/2018	roll towels	100-2FF-5-G1-9401038	325.00
23752	06/28/2018	small bags	100-2FF-5-G1-9401038	252.62
23752	06/28/2018	bowl cleaner	100-2FF-5-G1-9401038	143.66
23752	06/28/2018	citrus cleaner	100-2FF-5-G1-9401038	142.20
23752	06/28/2018	lg vinyl gloves	100-2FF-5-G1-9401038	100.24
23752	06/28/2018	kitchen paper towels	100-2FF-5-G1-9401038	29.53
23752	06/28/2018	seat covers	100-2FF-5-G1-9401038	84.80
23752	06/28/2018	xl vinyl gloves	100-2FF-5-G1-9401038	72.20
23752	06/28/2018	liquid hand soap	100-2FF-5-G1-9401038	69.07
23752	06/28/2018	muliti surface cleaner	100-2FF-5-G1-9401038	21.83
23752	06/28/2018	med vinyl gloves	100-2FF-5-G1-9401038	100.19
<b>Vendor V0457 - Waxie Enterprises Inc. Total:</b>				<b>2,323.81</b>
<b>Vendor: V1154 - Weideman Group Inc.</b>				
23691	06/14/2018	Advocacy Consulting Services	100-1EX-5-G1-9501015	10,000.00
<b>Vendor V1154 - Weideman Group Inc. Total:</b>				<b>10,000.00</b>
<b>Vendor: V0112 - Western Exterminators</b>				
23692	06/14/2018	Exterminator Service, May 2018	100-2FF-5-G1-9401005	108.50
<b>Vendor V0112 - Western Exterminators Total:</b>				<b>108.50</b>
<b>Vendor: V0124 - Witts</b>				
23693	06/14/2018	Office Supplies	100-3FS-5-G1-9501009	27.97
23711	06/20/2018	Office Supplies	100-3FS-5-G1-9501009	333.64
23711	06/20/2018	Office Supplies	100-3FS-5-G1-9501009	28.49
23711	06/20/2018	Office Supplies	100-3FS-5-G1-9501009	167.09
<b>Vendor V0124 - Witts Total:</b>				<b>557.19</b>
<b>Grand Total:</b>				<b>2,461,794.16</b>



**DATE: July 24, 2018**

**TO: BOARD OF DIRECTORS**

**SUBJECT: Fiscal Year 2017/2018 (FY18) Fourth Quarter Los Angeles County Sheriff's Department Report (April 1 - June 30, 2018)**

---

**RECOMMENDATION**

That the Board of Directors receive and file the FY18 Fourth Quarter Los Angeles County Sheriff's Department Report for the period covering April 1 through June 30, 2018.

**FISCAL IMPACT**

No fiscal impact at this time.

**DISCUSSION**

Deputy Maselli and his K-9 partner Capo worked a total of 450 hours during the fourth quarter of FY18.

At the beginning of each shift, Deputy Maselli contacted bus operators to ascertain if there were any concerns or problems to report, as well as anything that was reported from the previous day. On average, Deputy Maselli made contact with an estimated 25-30 buses/bus operators per day, and approximately 36,450 passengers over the entire period.

Deputy Maselli monitored various locations that had reported problems. These locations included: Sgt. Steven Owen Memorial Park, the Lancaster Senior Center, 6th Street East & Palmdale Boulevard, the Palmdale Transportation Center (PTC), and the Lancaster Metrolink Station.

Deputy Maselli along with his K-9 partner Capo conducted high visibility K-9 terrorism and explosives deterrence sweeps at the AVTA office, AVTA transfer centers, on AVTA buses and at random bus stop locations throughout the Antelope Valley.

The following is a list of misdemeanors, infractions and arrest warrants included on citations issued from April 1 through June 30. All citations were issued at transit centers or bus stops in the AVTA service area.

Citations	Apr 18	May 18	Jun 18
Suspended or Unlicensed Driver	10	14	4
Expired Registration	7	10	4
Registration Not in Vehicle	-	2	1
No Proof of Insurance	9	16	5
Drinking in Public ( Bus Stops)	7	5	7
Failure to Have Both License Plates on Vehicle	7	8	5
Failure to Obey Posted Signs at Transit Centers	4	3	-
Impounded Vehicle	5	7	-
Outstanding Warrant Arrest	3	4	2
No Required Interlock Ignition Device	2	2	-
Driver License Not in Possession	1	1	-
Traversing Cone Pattern	-	2	-
Unlawful Parking	-	2	-
Window Tinting	-	1	-
Failure to Yield	-	1	-
Hit and Run	-	1	-
Transacting Business w/o a Business License	-	1	-

During the month of April, Deputy Maselli issued nineteen (19) citations, made eighteen (18) arrests, impounded/stored five (5) vehicles, and had six (6) warrants. He donated 20 hours to AVTA. He warned and advised approximately 10+ persons regarding disobeying posted signs, smoking in prohibited areas, and traffic related incidents at Sergeant Steve Owen Memorial Park, PTC, and AVTA bus stops.

During the month of May, Deputy Maselli issued twenty-eight (28) citations, made twenty (20) arrests, impounded/stored seven (7) vehicles, and had six (6) warrants. He donated 10 hours to AVTA. He warned and advised approximately 12+ persons regarding disobeying posted signs, smoking in prohibited areas, and traffic related incidents at Sergeant Steve Owen Memorial Park, PTC, and AVTA bus stops.

During the month of June, Deputy Maselli issued twelve (12) citations, made twelve (12) arrests, and had two (2) warrants.

Prepared by:

Submitted by:

---

Kelly Miller  
Community Outreach Specialist

---

Macy Neshati  
Executive Director/CEO



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Resolution No. 2018-011, Authorized Agents for the Cap and Trade Low Carbon Transit Operations Program (LCTOP)

---

**RECOMMENDATION**

That the Board of Directors adopt Resolution No. 2018-011 (Attachment A), a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cap and Trade LCTOP (the "Authorization") program.

**FISCAL IMPACT**

Adopting Resolution No. 2018-011 authorizes the following individuals to sign on behalf of AVTA and the Board of Directors, the certification and assurances and any other required documents as it relates to the Cap and Trade LCTOP program: Macy Neshati, Executive Director/CEO or Judy Vaccaro-Fry, Director of Finance & Administration (Attachment B).

**BACKGROUND**

AVTA is projected to receive a FY18 apportionment from the Cap and Trade LCTOP in the amount of \$169,222. The final guidance was released in January 2018 with the application due March 30, 2018. This resolution will certify the Board authorizes the above noted individuals to execute all necessary documents related to this funding source. The funds will be used toward construction costs of the Southeast Valley Transit Connection Center.

Prepared by:

Submitted by:

---

Judy Fry  
Director of Finance & Administration

---

Macy Neshati  
Executive Director/CEO

Attachments: A – Resolution No. 2018-011  
B – LCTOP Authorized Agent

**BOARD OF DIRECTORS**

**ANTELOPE VALLEY TRANSIT AUTHORITY**

**RESOLUTION #2018-011**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY UPDATING THE AUTHORIZED AGENTS AS REQUIRED FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)**

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Antelope Valley Transit Authority wishes to implement the LCTOP project(s) listed below,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Antelope Valley Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Antelope Valley Transit Authority hereby the following individuals to sign on behalf of AVTA and the Board of Directors, the certification and assurances and any other required documents as it relates to the Cap and Trade LCTOP:

Macy Neshati, Executive Director/CEO or Judy Vaccaro-Fry, Director of Finance & Administration

PASSED, APPROVED AND ADOPTED this 24<sup>th</sup> day of JULY 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Marvin Crist, Board Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen S. Darr, Clerk of the Board

\_\_\_\_\_  
Allison E. Burns, General Counsel

**Low Carbon Transit Operations Program (LCTOP)  
AUTHORIZED AGENT**

*AS THE* Board Chairman  
(Chief Executive Officer / Director / President / Secretary)

*OF THE* ANTELOPE VALLEY TRANSIT AUTHORITY  
(Name of County/City Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Macy Neshati, Executive Director/CEO OR  
(Name and Title of Authorized Agent)

Judy Vaccaro-Fry, Director of Finance and Administration OR  
(Name and Title of Authorized Agent)

Marvin Crist Board Chairman  
(Print Name) (Title)

\_\_\_\_\_  
(Signature)

Approved this 24<sup>th</sup> day of July, 2018

Attachment: Board Resolution approving Authorized Agent



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Resolution No. 2018-016, Authorized Agents for the California Governor's Office of Emergency Services (Cal OES) Grant Program

---

**RECOMMENDATION**

That the Board of Directors adopt Resolution No. 2018-016, a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cal OES Grant Program.

**FISCAL IMPACT**

Adopting Resolution No. 2018-016 would authorize the Executive Director/CEO and the Director of Finance and Administration to sign, on behalf of AVTA and the Board of Directors, the certifications and assurances and all required documents as it relates to the Cal OES Grant Program.

**BACKGROUND**

AVTA has received annual apportionments from the Cal OES Grant Program. The AVTA Board is required to adopt Resolution No. 2018-016 in order to certify that the Board authorizes the Executive Director/CEO and the Director of Finance and Administration to execute all necessary documents related to this funding source.

Prepared by:

Submitted by:

---

Judy Fry  
Director of Finance and Administration

---

Macy Neshati  
Executive Director/CEO

Attachments: A – Resolution No. 2018-016  
B – Cal OES Authorized Agent

**BOARD OF DIRECTORS  
ANTELOPE VALLEY TRANSIT AUTHORITY  
RESOLUTION #2018-016**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY  
TRANSIT AUTHORITY AUTHORIZING THE EXECUTION OF THE CERTIFICATION  
AND ASSURANCES FOR THE CALIFORNIA GOVERNOR’S OFFICE OF  
EMERGENCY SERVICES (CAL OES) GRANT PROGRAM**

**WHEREAS**, the Antelope Valley Transit Authority (AVTA) is an eligible project sponsor and may receive state funding from the California Governor’s Office of Emergency Services (Cal OES) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, California Governor’s Office of Emergency Services California Transit Assistance Fund (CTAF) provides funding for the Cal OES grant program; and

**WHEREAS**, the Cal OES has developed guidelines for the purpose of administering and distributing Cal OES funds to eligible project sponsors (local agencies); and

**WHEREAS**, the AVTA wishes to delegate authority to execute these documents and any amendments thereto to the Executive Director/CEO and the Director of Finance & Administration.

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

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director/CEO and the Director of Finance and Administration be authorized to execute all required documents of the Cal OES grant program and any amendments thereto with Cal OES.

PASSED, APPROVED AND ADOPTED this 24<sup>th</sup> day of JULY 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

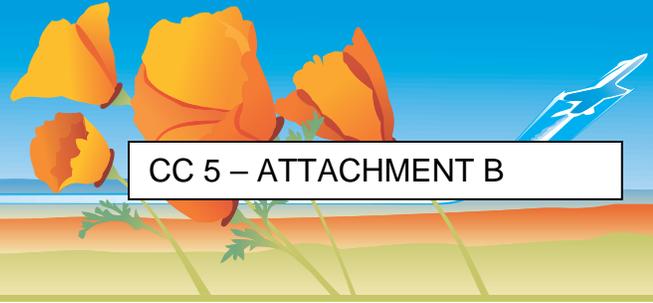
\_\_\_\_\_  
Marvin Crist, Board Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen S. Darr, Clerk of the Board

\_\_\_\_\_  
Allison E. Burns, General Counsel



CC 5 – ATTACHMENT B

**Board of Directors**

**Chairman**  
Marvin Crist  
City of Lancaster

**Vice Chair**  
Dianne M. Knippel  
County of Los Angeles

**Director**  
Steven D. Hofbauer  
City of Palmdale

**Director**  
VACANT  
City of Palmdale

**Director**  
Angela E. Underwood-Jacobs  
City of Lancaster

**Director**  
Michelle Flanagan  
County of Los Angeles

**Executive Director/CEO**  
Macy Neshati

**Authorized Agent Signature Authority**

*AS THE* Chairman of the Antelope Valley Board of Directors

*OF THE* ANTELOPE VALLEY TRANSIT AUTHORITY  
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor’s Office of Emergency Services.

Macy Neshati, Executive Director/CEO, or  
(Name or Title of Authorized Agent)

Judy Vaccaro-Fry, Director of Finance and Administration  
(Name or Title of Authorized Agent)

*Signed and approved this 24<sup>nd</sup> day of July, 2018*

\_\_\_\_\_  
Marvin Crist  
Chairman, AVTA Board of Directors



**DATE:** July 24, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Agency's Credit Card Policy, and Procurement Policy and Procedures Manual – Revision No. 7

---

**RECOMMENDATION**

That the Board of Directors approve the Agency's Credit Card Policy and Procurement Policy and Procedures Manual – Revision No. 7.

**FISCAL IMPACT**

No significant fiscal impact is apparent from this update.

**BACKGROUND**

Staff has revised the Agency Credit Card Policy (Attachment A) and Procurement Policy and Procedures Manual (Attachment B). The revision is to address title changes (Director of Finance and Administration, Director of Operations and Maintenance, and Director of Development Services/Disadvantaged Business Enterprise Liaison Officer) and purchasing compliance initiated since the last revision was approved on November 26, 2016. All changes are shown in red.

Revision 7 supersedes Revision 6 approved on November 26, 2016.

Prepared by:

Submitted by:

---

Lyle Block  
Procurement and Contracts Officer

---

Macy Neshati  
Executive Director/CEO

Attachments: A – Agency's Credit Card Policy  
B – Procurement Policy and Procedures Manual, Revision No. 7



**Policy:** Agency Credit Card

**Policy No:** 000000

**Policy Effective Date:** July 24, 2018    **Revised on:** July 24, 2018

**Approved by:** Executive Director / Board of Directors

**Date Approved:** 6/28/11

**Page 1 of 5**

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, ~~Chief Financial Officer~~ Director of Finance and Administration and ~~Chief Operating Officer~~ Director of Development Services/Disadvantage Business Enterprise (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 ~~Chief Financial Officer~~ 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~~ Fleet and Facilities Manager 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 ~~Chief Financial Officer~~ Director of Finance and Administration and the Director of Development Services/DBE Liaison Officer ~~Chief Operating 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 ~~Chief Operating Officer~~ Director of Development Services/DBE Liaison Officer, ~~Chief Financial 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, ~~Chief Operating Officer~~ Director of Development Services/DBE Liaison Officer, Director of Finance and Administration ~~Chief Financial Officer~~, 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 ~~Chief Financial Officer~~ 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

**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.**



Policy No:	Subject: Procurement Policy and Procedures Manual
Orig. Approved: July 1994	Revision No. 7, Effective Date: July 24, 2018
Approved by: Board of Directors	Page: 1 of 228

## 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~~NOVEMBER 22, 2016~~**

**TABLE OF CONTENTS**

Electronic version: To find a specific section, place cursor on the item and-hit CTL + Click

TABLE OF CONTENTS .....	3
GENERAL POLICIES.....	4
1000    GENERAL PROCUREMENT POLICY .....	4
1010    PURPOSE.....	14
1020    RESPONSIBILITIES .....	16
1030    ENVIRONMENTAL PROCUREMENT .....	22
1040    DBE PROGRAMS.....	26
1050    STANDARDS OF CONDUCT AND CONFLICT OF INTEREST CODE FOR FEDERALLY FUNDED PROJECTS.....	29
1060    CONTRACTOR RELATIONS.....	35
2000    PURCHASING THRESHOLDS .....	37
2010    EMERGENCY AND NON-COMPETITIVE/SOLE SOURCE PROCUREMENTS.....	47
2020    FIXED ASSET MANAGEMENT .....	51
2030    CAL-CARD PROGRAM.....	55
REQUISITIONS .....	59
3000    REQUISITION PROCESS .....	59
3010    BLANKET PURCHASE ORDERS .....	60
FORMAL PROCUREMENT PROCESS .....	63
4000    FORMAL PROCUREMENT PROCEDURES.....	63
SOLICITATION PROTEST .....	109
5000    VENDOR PROTEST PROCEDURES.....	109
CONTRACT ADMINISTRATION PROCEDURES.....	117
6000    CONTRACTS.....	117
6010    REVENUE CONTRACTS.....	119
CONTRACT PROVISIONS.....	126
7000    CONTRACT PROVISIONS.....	126
7010    CONTACTS WITH VENDORS, BIDDERS, AND PROPOSERS.....	141
7020    PROJECT CLOSE-OUT AND CHANGE ORDERS.....	142
ADDITIONAL PURCHASING REQUIREMENTS.....	152
8000    ADDITIONAL PURCHASING REQUIREMENTS.....	152
APPENDIX I - PROCUREMENT POLICY RELATED FORMS.....	155
APPENDIX II - PROCUREMENT RELATED FORMS.....	155

# 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 ~~Chief Operating Officer~~Director of Development Services/Disadvantage Business Enterprise (DBE) Liaison Officer, Chief Financial OfficerDirector 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 ~~Chief Financial Officer~~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 ~~Chief Financial Officer~~ 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 ~~Chief Financial Officer~~ 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 <u>or latest version</u>	Grant Management Guidelines
FTA Circular 9030.1C, Chapter 3 <u>or latest version</u>	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 ~~Chief Financial Officer~~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 ~~Chief Financial Officer~~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 ~~designated DBE Liaison Officer~~ (~~Chief Financial Officer~~ Director of Development Services/ DBE Liaison Officer ~~or designee~~) 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. ~~Chief Operating Officer~~ 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. ~~Chief Financial Officer~~ 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 ~~Fleet and Facilities~~**

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 Fleet and Facilities~~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 ~~Chief Financial Officer~~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 ~~that AVTA~~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 ~~Chief Financial Officer~~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 ~~Procurement and Contracts Officer~~ or designee. Procedures for establishing DBE goals will be coordinated through the Director of Development Services/(DBE) Liaison Officer ~~Procurement and Contracts 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 ~~Procurement and Contracts 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 ~~Procurement and Contracts 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 ~~Procurement and Contracts 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~~~~November 22, 2016~~ (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, ~~Chief Operating Officer~~Director of Development Services/DBE Liaison Officer, and ~~Chief Financial Officer~~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 ~~Chief Financial Officer~~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 ~~Chief Financial Officer~~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 ~~Chief Operating Officer~~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 ~~Chief Financial Officer~~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](mailto: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, ~~Chief Operating Officer~~ Director of Development Services/DBE Liaison Officer, ~~Chief Financial 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 ~~Chief Financial Officer~~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 may be 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 6<sup>th</sup> 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 protestor 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 protestor believes that the protest contains proprietary material that should be withheld, the protestor 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 protestor 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/](http://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*

<b>Function</b>	<b>Retention Period</b>
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 <b>except</b> 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 <b>except</b> 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 <b>except</b> 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 <b>except</b> 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: <del>November 22, 2016</del> <u>July 24, 2018</u>	
Date Approved: June 28, 2011	Approved by: Executive Director/CEO/Board of Directors		Page: <b>1 of 4</b>

**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, ~~Chief Financial Officer~~Director of Finance and Administration and ~~Chief Operating Officer~~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 ~~Chief Financial Officer~~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~~Fleet and Facilities Manager 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 ~~Chief Financial Officer~~Director of Finance and Administration and the ~~Chief Operating Officer~~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 ~~Chief Operating Officer~~Director of Development Services/DBE Liaison Officer, ~~Chief Financial 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, ~~Chief Operating Officer~~Director of Development Services/DBE Liaison Officer, ~~Chief Financial 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 ~~Chief Financial Officer~~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.	<b>Micro-Purchase Form</b>	1. Micro-Purchase-Fair-Reasonable Form	X							
2.	<b>Unbudgeted Item Process Form</b>	1. Unbudgeted Project Initiation & Approval Form		X	X	X	X	X	X	
3.	<b>Independent Cost Estimate (ICE)</b>	1. Independent Cost Estimate Form		X	X	X	X	X	X	
4.	<b>Procurement Determination Form</b>	1. Method of Procurement Decision Matrix Form		N/A	X	X	X	X	X	
5.	<b>Solicitation / Contract Number</b>	1. Procurement/Contracts Office provides No.		X	X	X	X	X	X	
6.	<b>Advertisement of Solicitation</b>	<u>IFBs, RFPs, RFQs (Posted to Planet Bids (PB))</u> 1. Request for Ad Form – Sent to Newspaper			X	X	X			
7.	<b>Mailing list (2 or more vendors)</b>	Includes hardcopy and emailed list, plus registered PB vendor downloads, if any.		X	X	X	X			
8.a. 8.b.	<b>Solicitation Document (RQ/IFB/RFP/RFQ), and Addendum (if any)</b> 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.	<b>RQ/IFB/RFP/RFQ Pre-Quote / Pre-Bid / Pre-Proposal Conference</b>	1. Pre-Bid / Proposal Conference Attendance List Form (optional or mandatory)		Optional	X	X	X			
10.	<b>Opening – attendance sign-in sheet, log of responses</b>	1. Solicitation Opening Attendance Sign-in Form 2. IFB/RFP/RFQ/RQ - Solicitation Opening Log of Responses Form		Optional	X	X	X			
11.	<b>Responses Received</b>	1. List files alphabetically. 2. Provide written documentation (call, email) of the reasons vendors didn't submit a response.		X	X	X	X			
12.	<b>Rejected Responses</b>	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.	<b>Evaluations – RQ / IFB, or RFP / RFQ</b>	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.	<b>Vendor Reference Checks</b>	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.	<b>Disadvantage Business Enterprise (DBE). Only used if claiming DBE on federal project</b>	1. Print-out Caltrans DBE search from <a href="http://www.dot.ca.gov/hq/bep/find_certified.htm">www.dot.ca.gov/hq/bep/find_certified.htm</a> and provide documentation.	Optional	Optional	Optional	Optional	Optional	X	
16.a. 16.b.	<b>a. Price Analysis, b. Cost Analysis</b> (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.	<b>Responsibility Determination Form, and Responsiveness Determination Form</b>	1. Responsibility Determination Form, and 2. Responsiveness Determination Form	X	X	X	X	X	X	
18.	<b>System Award Management (SAM)</b>	1. Print-out the following: 1) FTA Debarment search from <a href="http://www.sam.gov">www.sam.gov</a> (SAM); 2) CA DIR Contractor Lic; 3) DIR Workers' Comp Reg; 4) DIR PWC-100.	X	X	X	X	X	X	
19.	<b>Non-Competitive/Sole Source Procurement Form (if applicable)</b>	1. Non-Competitive (Sole Respondent) / Sole Source Procurement Justification & Approval	Optional	Optional	Optional	Optional	X	X	
20.	<b>Staff Report for Board - Approval</b>	1. Provide for amounts greater than \$75,000	N/A	X	X	X	X		
21.	<b>Notification Letters</b> (award and Non-award letters, emails, etc.)	1. File is organized by date and in sequential order	X	X	X	X	X		
22.	<b>All Related Correspondence</b>	1. Emails, etc.	X	X	X	X	X	X	
23.	<b>Written Record of Procurement</b>	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.	<b>Contract / Task Order Purchase Order Notice to Proceed</b>	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)
	<b>Contract Amendment / Change Order – Required Process</b>	Required actions to be followed listed below:						
25.a. 25.b.	<b>Contract Amendment / Change Order</b> (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.	<b>Independent Cost Estimate (ICE)</b>	1. Independent Cost Estimate Form	X	X	X	X	X	
27.	<b>Procurement Determination Form</b>	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.	<b>Disadvantage Business Enterprise (DBE). Only used if claiming DBE on federal project</b>	1. Print-out Caltrans DBE search from <a href="http://www.dot.ca.gov/hq/bep/find_certified.htm">www.dot.ca.gov/hq/bep/find_certified.htm</a> and provide documentation.		Optional	Optional	Optional	Optional	
29.a. 29.b.	<b>a. Price Analysis, b. Cost Analysis</b> (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.	<b>Responsibility Determination Form, and Responsiveness Determination Form</b>	1. Responsibility Determination Form, and 2. Responsiveness Determination Form	X	X	X	X	X	
31.	<b>System Award Management (SAM)</b> (Contractors and Subcontractors)	1. Print-out the following: 1) FTA Debarment search from <a href="http://www.sam.gov">www.sam.gov</a> (SAM); 2) CA DIR Contractor Lic; 3) DIR Workers' Comp Reg; 4) DIR PWC-100.	X	X	X	X	X	
32.	<b>Non-Competitive/Sole Source Procurement Form (if applicable)</b>	1. Non-Competitive (Sole Respondent) / Sole Source Procurement Justification & Approval	X	X	X	X	X	
33.	<b>All Related Correspondence</b>	1. Emails, etc.	X	X	X	X	X	
34.	<b>Written Record of Procurement</b>	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.	<b>Staff Report Required (ED &gt;\$75,000)</b>	Board approval required for changes over \$75,000	X	X	X	X	X	
36.a. 36.b.	<b>Contract Amendment / Change Order / Purchase Order / Notice to Proceed</b>	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](mailto: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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: [LBlock@avta.com](mailto:LBlock@avta.com) or website: [www.avta.com](http://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 6<sup>th</sup> Street West, Lancaster, California, 93534 or email copies to: [INVOICES@AVTA.COM](mailto: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](mailto: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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: [LBlock@avta.com](mailto:LBlock@avta.com), or website: [www.avta.com](http://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 6<sup>th</sup> Street West, Lancaster, California, 93534 or email copies to: [INVOICES@AVTA.COM](mailto: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 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](mailto: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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Street West, Lancaster, California, 93534, Phone (661) 729-2288, Fax (661) 726-2615 or email: [LBlock@avta.com](mailto:LBlock@avta.com), or website: [www.avta.com](http://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 6<sup>th</sup> Street West, Lancaster, California, 93534 or email copies to: [INVOICES@AVTA.COM](mailto: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"><b><u>SOLICITATION DATE:</u></b> <b>[Insert Month] [Insert Date], 2016</b></p> <p><b>QUOTE NO.:</b> [Insert Number]</p> <p><b>QUOTE TITLE:</b> [Insert Title]</p>	<p align="center"><b><u>SOLICITATION CLOSING DATE:</u></b> <b>[Insert Month] [Insert Date], 2016, NOT LATER THAN 3:00PM</b></p> <p><b>DEPARTMENT:</b> <b>CONTACT: PHONE: 661- [Insert Number] FAX: 661- [Insert Number]</b> <b>Email:</b></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](http://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](http://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](http://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](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 6<sup>th</sup> 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 6<sup>th</sup> 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:

<b>ITEM</b>	<b>ACTION</b>	<b>DESCRIPTION or ISSUE</b>
<b>1 : 00</b>	<b>ADD</b>	

---

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:

<b>ITEM</b>	<b>ACTION</b>	<b>DESCRIPTION or ISSUE</b>
<b>1 : 00</b>	<b>ADD</b>	

---

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:

<b>ITEM</b>	<b>ACTION</b>	<b>DESCRIPTION or ISSUE</b>
<b>1 : 00</b>	<b>ADD</b>	

---

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:

<b>ITEM</b>	<b>ACTION</b>	<b>DESCRIPTION or ISSUE</b>
<b>1 : 00</b>	<b>ADD</b>	

---

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 6<sup>th</sup> 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 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 6<sup>th</sup> 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 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 6<sup>th</sup> 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 6<sup>th</sup> 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 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 6<sup>th</sup> 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 6<sup>th</sup> 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 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 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 6<sup>th</sup> 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: _____
------------------------------	--------------------	------------------	-------------

**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: _____
------------------------------	--------------------	------------------	-------------

**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**

<b>EVALUATOR SCORING SHEET</b>				
<b>SCORING RANGES</b>	<b>30 Point Questions</b>	<b>20 Point Questions</b>	<b>15 Point Questions</b>	<b>10 Point Questions</b>
<b>Outstanding</b>	25 - 30	17 - 20	12 - 15	9 - 10
<b>Exceeds Acceptable</b>	18 - 24	13 - 16	9 - 11	7 - 8
<b>Acceptable</b>	11 - 17	9 - 12	7 - 9	5 - 6
<b>Marginal</b>	0 - 10	0 - 8	0 - 6	0 - 4
				<b>Written Portion</b>
<b>Evaluator Designation (A, B, C, D, etc.):</b>				<b>Possible Points</b>
				<b>Vendors</b>
<b>RFP/RFQ NO.:</b> [Insert Procurement Number] <b>RFP/RFQ TITLE:</b> [Insert Procurement Name]				[Insert Company Name] [Insert Company Name] [Insert Company Name]
<b>1. Proposed Solution:</b>				
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.				<b>30</b>
<b>2. Project Budget:</b>				
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).				<b>20</b>

<b>3. Similar Projects:</b>				
<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>	<b>15</b>			
<b>4. Proposer's Information:</b>				
<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>	<b>15</b>			
<b>5. Personnel:</b>				
<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>	<b>20</b>			
<b>Written Evaluation Sub-totals</b>				
	<b>100</b>			

**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								
<b>1. Proposed Solution:</b>										
<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>	<b>30</b>									
<b>2. Project Budget:</b>										
<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>	<b>20</b>									





**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](mailto: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	<b>RATING</b>	0 1	2 3 4	5 6	7 8	9 10	N/A
2. TIMELINESS AND ACCURACY OF REPORTS	<b>RATING</b>	0 1	2 3 4	5 6	7 8	9 10	N/A
3. CAPABILITY/ EFFECTIVENESS OF PERSONNEL	<b>RATING</b>	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"> <li>- Compliance with contract requirements/ Statement of Work</li> <li>- Timely and accuracy of reports</li> <li>- Capability and effectiveness of personnel</li> <li>- Technical Excellence</li> </ul>	<ul style="list-style-type: none"> <li>- Record of controlling costs</li> <li>- Current, accurate, and complete billings</li> <li>- Relationship of the negotiated costs to actual</li> <li>- Cost efficiencies</li> </ul>	<ul style="list-style-type: none"> <li>- Met interim milestones</li> <li>- Reliability</li> <li>- Responsive to technical direction</li> <li>- Completed on time including wrap-up and contract administration</li> <li>- Met delivery schedules</li> <li>- No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>- Effective management, including subcontracts</li> <li>- Reasonable/ cooperative behavior</li> <li>- Responsive to contract requirements</li> <li>- Notification of problems</li> <li>- Flexibility</li> <li>- Proactive vs. reactive</li> </ul>

## 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**

1				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		Estimated Hours	Rate	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
3	Direct Labor						
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/>						
<b>DETAIL DESCRIPTION OF COST ELEMENTS (continued)</b>			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	<b><i>Total Estimated Cost and Fee or profit</i></b>					
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**

<b>RQ/IFB/RFP/RFQ No:</b>	<b>Date:</b>
<b>RQ/IFB/RFP/RFQ Title:</b>	
<b>Supplier:</b>	
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**

<b>RQ/IFB/RFP/RFQ No:</b>	<b>Closing Date:</b>
<b>RQ/IFB/RFP/RFQ Title:</b>	
<b>Vendor:</b>	
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**

	<b>Acceptable</b> (Check One)	<b>Comment</b>
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.

<b>Requested by:</b>	<b>Department:</b>
<b>Prepared by:</b>	<b>Date:</b>
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).	
<b>Signature:</b>	<b>Date:</b>
<b><i>THIS SECTION FOR USE BY AVTA PROCUREMENT DEPARTMENT ONLY</i></b>	
<b>Requisition Number:</b>	
<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Not Approved</b>
<b>Reason for Non-Approval:</b>	
<b>Name:</b> _____	
<b>Signature:</b> _____	
<b>Date:</b> _____	

**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



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Resolution No. 2018-018, Investment of Monies in the Local Agency Investment Fund (LAIF)

---

## **RECOMMENDATION**

That the Board of Directors adopt the list of representatives authorized to deposit and withdraw from AVTA's LAIF funds and adopt Resolution No. 2018-018 (Attachment A), a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the investment of monies in the LAIF.

## **FISCAL IMPACT**

The proposed changes are administrative in nature and therefore have no financial impact.

## **BACKGROUND**

On June 26, 2018, the Board of Directors adopted Resolution No. 2018-010 approving AVTA's revised Investment Policy Statement for the fiscal year beginning July 1, 2018 through June 30, 2019.

The Office of the Treasurer, State of California is the custodian of the LAIF, a local agency investment pool for various entities within the state of which AVTA is one. On an annual basis, the LAIF administration team requests that each member agency update their deposit/withdrawal authorization list. This will ensure that only duly authorized staff has access to each agency's LAIF investments.

The table below lists the authorized staff members:

<b>CURRENT</b>		<b>PROPOSED</b>	
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
Marvin Crist	Chair	Marvin Crist	Chair
Dianne Knippel	Vice Chair	Dianne Knippel	Vice Chair
Len Engel	Executive Director/CEO	Macy Neshati	Executive Director/CEO
Colby Konisek	Chief Financial Officer	Judy Vaccaro-Fry	Director of Finance and Administration

Prepared by:

Submitted by:

---

James Mannie  
Finance Manager

---

Macy Neshati  
Executive Director/CEO

Attachment: A – Resolution No. 2018-018

**BOARD OF DIRECTORS**

**ANTELOPE VALLEY TRANSIT AUTHORITY**

**RESOLUTION NO. 2018-018**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, is in the best interests of the Authority.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors does hereby authorize the deposit and withdrawal of Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429. 1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that the following Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

\_\_\_\_\_  
Marvin Crist  
Chairman

\_\_\_\_\_  
Dianne Knippel  
Vice Chair

\_\_\_\_\_  
Macy Neshati  
Executive Director/CEO

\_\_\_\_\_  
Judy Vaccaro-Fry  
Director of Finance and Administration

PASSED, APPROVED AND ADOPTED this 24<sup>th</sup> day of JULY 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Marvin Crist, Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen S. Darr, Clerk of the Board

\_\_\_\_\_  
Allison E. Burns, General Counsel

PROPOSED



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Amendment #1 to AVTA Contract #2017-08 with Antelope Valley College for the Campus Connect Student Pass Program

---

**RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to execute Amendment #1 to Contract #2017-08 with Antelope Valley College (AVC) for the Campus Connect Student Pass Program that adds three additional Academic School Years 2018/2019, 2019/2020 and 2020/2021, commencing on or about August 1 (Fall Semester) and ending on or about the following June 30 (Spring Semester).

**FISCAL IMPACT**

The AVTA Campus Connect Student Pass Program provides TAP bus passes to Antelope Valley College at a 20% reduced rate. The loss of revenue generated by the discount will likely be mitigated by a dramatic increase in ridership and offset by grant funding to the program, resulting in no or minimal fiscal impact to AVTA.

**BACKGROUND**

During the May 23, 2016 Board meeting, staff was directed to develop a Campus Connect Student Pass Program for review and board discussion. Under the initial program, AVTA provided discounted bus passes to AVC for an initial term of one year. Based upon the success of the initial demonstration project, the program was extended through June 2018. The program is funded with a grant awarded to AVC by the Antelope Valley Air Quality Management District with AVC providing matching funds.

Prepared by:

Submitted by:

---

Norman L. Hickling  
Director Development Services/DBE

---

Macy Neshati  
Executive Director/CEO

Attachment: A – Amendment #1

**AMENDMENT NO. 1  
TO  
CAMPUS CONNECT STUDENT PASS PROGRAM AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment No. 1" or "First Amendment") with an effective date of August 1, 2018, is made by and between the Antelope Valley Transit Authority, a public entity formed under the California Joint Exercise of Powers Act and the Antelope Valley College ("INSTITUTION").

**RECITALS**

- A. AVTA is a Joint Powers Authority that was formed in 1992 by the Cities of Lancaster and Palmdale and the County of Los Angeles for the purpose of providing public transportation services to residents of the Antelope Valley.
- B. AVTA has been providing public transportation services to residents of the Antelope Valley in compliance with all federal, state, and local statutes, ordinances, regulations, and directives that are applicable to the provision of transit services by a federally funded public entity.
- C. AVTA has the management, technical, maintenance, and operating personnel necessary for the operation of the public transportation services and desires to provide this service as requested by the INSTITUTION
- D. The parties established a Campus Connect Student Pass Program. The INSTITUTION became a re-seller of AVTA bus passes and upon issuance of passes, the INSTITUTION shall make payment to AVTA. AVTA to provide local transportation services for students that have been issued paid passes.
- E. The parties now desire to further amend the AGREEMENT by updating the notification information and adding three (3) Academic School Years with matching compensation and services.

**NOW, THEREFORE, AVTA and INSTITUTION agree as follows:**

- 1. **AMENDMENT OF "1. PARTIES, TERM, AND SCOPE OF SERVICE, "A. REPRESENTATIVES OF THE PARTIES AND NOTIFICATIONS." ON PAGE TWO (2) OF THE AGREEMENT, IS HEREBY AMENDED TO READ AS**

**FOLLOWS:**

**"A. Representatives of the Parties and Notifications.**

The representatives of the parties who are authorized to administer this AGREEMENT and to whom formal notices, demands, and communications will be given are as follows:

- (1) The representative of the AVTA is:

Mr. Macy Neshati  
Executive Director/CEO or designee  
Antelope Valley Transit Authority  
42210 6<sup>th</sup> Street West  
Lancaster, CA 93534  
Phone: (661) 729-2206 Fax: (661) 7267-2615  
E-mail address: [mneshati@avta.com](mailto:mneshati@avta.com)

- (2) The representative of the INSTITUTION is:

Mr. Edward Knudson  
President or designee  
Antelope Valley College  
3041 West Avenue K  
Lancaster, CA 93536  
Phone: (661) 722-6300 Fax: (661) 722-6333  
E-mail address: [eknudson@avc.edu](mailto:eknudson@avc.edu)

- (3) Formal notices, demands, and communications to be given by either party must be made in writing and may be affected by personal delivery or by mail.

- (4) If the name of the representative designated to receive the notices, demands, or communications, or the address of that person is changed, written notice must be given within 30 days of that change."

**2. AMENDMENT OF "1. PARTIES, TERM, AND SCOPE OF SERVICE., B. TERM OF AGREEMENT" ON PAGE TWO (2) OF THE AGREEMENT, IS HEREBY AMENDED TO READ AS FOLLOWS:**

**"B. Term of AGREEMENT.**

The annual term of this AGREEMENT shall commence on the INSTITUTION's "Academic School Year" commencing on or about **August 1** (Fall Semester) and ending on or about the following **June 30** (Spring Semester), provided

however that the parties may further extend the AGREEMENT by mutual written AGREEMENT. The INSTITUTION's academic school years include in the AGREEMENT are as follows:

1. Academic School Year 2017 -2018, and
2. Academic School Year 2018 -2019, and
3. Academic School Year 2019 -2020, and
4. Academic School Year 2020 -2021."

**3. PRESERVATION OF AGREEMENT.**

Except as expressly modified by this First Amendment, all provisions of the AGREEMENT shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the AGREEMENT, the provisions of this First Amendment shall control.

---

**TO EFFECTUATE THIS AMENDMENT No. 1**, the parties have caused their duly authorized representatives to execute the same by signing below.

---

**INSTITUTION 'S SIGNATURE(S)**

---

Edward Knudson, President

---

Date

---

Signature

---

Date

---

Name/Title

---

**ANTELOPE VALLEY TRANSIT AUTHORITY'S SIGNATURE**

By:

---

Macy Neshati, Executive Director/CEO

---

Date



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Award Contract #2018-11 to Amtek Construction, for AVTA Electric Bus Charging at Palmdale Transportation Center

---

## **RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to execute Contract #2018-11 for the AVTA Electric Bus Charging at Palmdale Transportation Center, to Amtek Construction, Whittier, CA, for the amount of \$353,547.78, plus applicable permit fees and sales tax.

## **FISCAL IMPACT**

Sufficient grant funds have been included in the FY19 Business Plan to pay for this project.

## **BACKGROUND**

AVTA released an RFP and awarded a subsequent contract to WAVE (Wireless Advanced Vehicle Electrification, Inc.) on May 24, 2016. Under this agreement, they are to deliver up to fifteen additional charging stations. The Board approved the last WAVE infrastructure construction project at Sgt. Steve Owen Memorial Park at the regular meeting held on April 24, 2018.

AVTA released Invitation for Bids (IFB) on June 4, 2018 for the installation of three high-power 250kW chargers at Palmdale Transportation Center (PTC). The three WAVE charging infrastructure improvements include underground electrical service, concrete pads for electrical equipment, transformer pad, electrical equipment installation, and associated improvements. The awarded firm will provide project management, supervision, scheduling, equipment, labor, materials, freight, taxes and applicable permits for this project. Prior to the issuance of the IFB, Board and

Award Contract #2018-11 for AVTA Electric Bus Charging at Palmdale Transportation Center

July 24, 2018

Page 2

Transit Advisory Committee members were notified and asked to submit any recommendations for potential vendors. The solicitation documents were posted to AVTA's procurement website and advertisements were placed in the *Antelope Valley Press* and the *Our Weekly Lancaster* newsletter. The local Chambers of Commerce and AV Board of Trade were also notified via their respective email lists. AVTA's procurement system provided the solicitation documents to 145 registered firms; ten (10) from Lancaster, two (2) from Palmdale and an additional 133 firms outside of the Antelope Valley.

Staff conducted a mandatory pre-bid conference on June 18<sup>th</sup>, 2018, with six (6) firms attending. Two (2) addenda were released prior to the bid closing. The bid opening was held on July 2, 2018. Of the 145 firms that received notification of the IFB, only three (3) submitted bids. One firm was rejected for not meeting minimum requirements of the State of California's Labor Code Section 1725.5. Contractors/subcontractors must register with Director of Industrial Relations (DIR) prior to submitting a bid on a public works project, as required under the above cited regulation, which were a part of the bid documents. The firms that meet minimum requirements and their respective bid amounts are listed in the table below.

<b>Firm</b>	<b>Location</b>	<b>Price</b>
Amtek Construction	Whittier, CA	\$353,547.78
Taft Electric Company	Ventura, CA	\$452,521.52

Under AVTA's procurement policy requirements, an IFB must be awarded to the lowest responsive and responsible bidder.

Based on procurement policy requirements, bids received were reviewed for requisite document submittal, staff found the lowest bid complete with pricing to be fair and reasonable. Therefore, staff is recommending the Board approve a contract with Amtek Construction. This project is anticipated to take approximately 120 days to complete.

Prepared by:

Submitted by:

---

Lyle A. Block, CPPB  
Procurement and Contracts Officer

---

Macy Neshati  
Executive Director/CEO



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Summer/Fall 2018 Service Changes

---

**RECOMMENDATION**

That the Board of Directors: (1) Approve staff's proposed Summer/Fall 2018 local service schedule and service delivery plan; (2) Direct staff to work with Transdev's local management team to implement approved schedule and plan; and (3) Direct staff to continue to monitor local service performance and provide periodic status reports to the Board.

**FISCAL IMPACT**

The proposed Summer/Fall 2018 local service schedule and service delivery plan will include the Board requested "Student Connect" (Route 8) as a pilot program for the Fall Semester. The cost for this additional route will be funded through a grant of \$53,884.00 from Antelope Valley College. Adjusting the Route 786 to the Veterans Hospital in West Los Angeles and making minor adjustments to Routes 3, 51, and 785 will have no fiscal impact.

**BACKGROUND**

In a continuing effort to achieve the most efficient route system and serve our community and passengers' transportation needs, AVTA implements route service changes two times a year. These changes are designed to improve on-time performance, reduce average trip duration, improve the overall customer experience, and support the agency's continued transition to an all-electric fleet. Since the beginning of 2018, local on-time performance has improved 80 percent, which is approximately 17 percentage points higher since the implementation of the AVAIL bus information system.

Each week AVTA staff meets with Transdev's local management to review and analyze local service on-time performance. The data generated from the AVAIL software is analyzed on an individual line/route basis; across a full service-week; and then by individual day-part (e.g., 0400 to 0600 hours, 0600 to 0930 hours, 0930 to 1530

hours, 1530 to 1830 hours, and 1830 hours onward). Any route/line falling below 80 percent on-time performance requires a corrective action plan from Transdev local management. Steps taken by AVTA/Transdev to improve local service on-time performance include hiring/training of additional operators, recurrent training for any operator with an average on-time performance rating of 75 percent or less, revised mid-day bus fueling/charging processes, and improved field supervision.

Below is a summary of the proposed service changes:

- AVC Student Connect (Route 8): Service will be provided between the Antelope Valley College's Lancaster Campus and Palmdale Center with a 30-minute headway between sites.
- Route 3: Additional stop on Avenue O-8 at Sierra Highway to accommodate a commercial facility that houses a government agency (Los Angeles County Department of Child and Family Services) and a daycare center. To ensure ridership, the building leasing agency is committed to purchasing 120 monthly passes, valued at \$6,000, to stimulate ridership.
- Route 51: The 5:30 p.m. eastbound trip was adjusted to depart at 5:35 p.m. to better align with Metrolink's arrival at the Palmdale Transportation Center.
- Route 785: The morning route followed a long term-detour due to a construction project which is now complete. AVTA staff notified the 785 passengers of the proposed change via seat drops and posting the information on the AVTA website. Staff did not receive any objections from the passengers. The route will return to its original course along Flower Street.
- Route 786: This route will be extended one additional mile to service the West Los Angeles Veteran's Administration Medical Center located on Wilshire Boulevard. Morning drop offs will be performed by the 5:20 a.m. and 5:40 a.m. departures from Sergeant Steve Owen Memorial Park and picked up at 3:28 p.m. and 4:28 p.m. for the return trip.

Assuming Board approval of the proposed Summer/Fall 2018 local service schedule and service delivery plan, staff would continue to work with Transdev's local management and the Technical Advisory Committee to identify ongoing service improvement tactics, and provide the Board with periodic updates.

Prepared by:

Submitted by:

---

Mark Perry  
Director of Operations &  
Maintenance

---

Macy Neshati  
Executive Director/CEO



**DATE:** July 24, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Community Workforce Agreement Between the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions and Antelope Valley Transit Authority

---

**RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to execute a Community Workforce Agreement. The agreement establishes labor relations policies and procedures for the Antelope Valley Transit Authority (AVTA) and craft employees represented by unions engaged in AVTA's inductive battery-electric improvement projects. The duration of the agreement will be for a two-year term, with three one-year optional renewals upon mutual written agreement of the noted parties. The agreement will not exceed a five-year period.

**FISCAL IMPACT**

The AVTA is required by law to adhere to State of California and Federal labor wage and hour regulations; therefore, there is no financial impact in approving and implementing this agreement.

**BACKGROUND**

As part of the AVTA's effort to implement a 100% zero-emission battery-electric bus fleet, AVTA must design and complete an advanced system of charging stations, improvements and upgrades to transit facilities in order to meet the requirements of AVTA operations and customer needs. These improvements will be planned, contracted, and constructed over the next several fiscal years. This agreement will ensure the AVTA will have the trained crafts and skills labor force necessary to accomplish these projects in a timely and cost efficient manner

Prepared by:

Submitted by:

---

Norman L. Hickling  
Director Development Services

---

Macy Neshati  
Executive Director/CEO

Attachment: A – Antelope Valley Transit Authority Community Workforce Agreement

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE ANTELOPE VALLEY TRANSIT AUTHORITY  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

TABLE OF CONTENTS		Page
ARTICLE 1	DEFINITIONS	3
ARTICLE 2	SCOPE OF THE AGREEMENT	4
ARTICLE 3	UNION RECOGNITION AND EMPLOYMENT	8
ARTICLE 4	UNION ACCESS AND STEWARDS	12
ARTICLE 5	WAGES AND BENEFITS	13
ARTICLE 6	WORK STOPPAGES AND LOCKOUTS	14
ARTICLE 7	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES	17
ARTICLE 8	MANAGEMENT RIGHTS	18
ARTICLE 9	SETTLEMENT OF GRIEVANCES AND DISPUTES	20
ARTICLE 10	REGULATORY COMPLIANCE	22
ARTICLE 11	SAFETY AND PROTECTION OF PERSON AND PROPERTY	23
ARTICLE 12	APPRENTICES	23
ARTICLE 13	PRE-JOB CONFERENCES	24
ARTICLE 14	WORK OPPORTUNITIES PROGRAM	24
ARTICLE 15	SAVINGS AND SEPARABILITY	25
ARTICLE 16	WAIVER	25
ARTICLE 17	AMENDMENTS	26
ARTICLE 18	DURATION OF THE AGREEMENT	26
ATTACHMENT A	– LETTER OF ASSENT	29
ATTACHMENT B	– LOCAL RESIDENT ZIP CODES	30
ATTACHMENT C	– CRAFT REQUEST FORM	31
ATTACHMENT D	- DRUG AND ALCOHOL TESTING POLICY	33

## **ANTELOPE VALLEY TRANSIT AUTHORITY COMMUNITY WORKFORCE AGREEMENT**

This Community Workforce Agreement (“Agreement”) is entered into by and between the Antelope Valley Transit Authority and its successors or assigns, (“Authority”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations Policies and Procedures for the Authority and for the craft employees represented by the Unions engaged in the Authority’s Improvement Projects as more fully described below. The Authority, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the Authority, it will become the policy of the Authority for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “Attachment A”), and to require each of its subcontractors, of whatever tier, to become bound. The Authority shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the Authority.

### **ARTICLE I** **DEFINITIONS**

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the Authority as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the Authority or any of its contractors or any of the Authority 's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the Authority and which incorporate this Agreement.

Section 1.5 "Authority" means the Antelope Valley Transit Authority.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the Authority before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "Authority Project" or “Project Work” means the construction work to be performed on Authority property or within easements secured by the Authority consisting of the construction of public projects, pursuant to a Construction Contract entered into by the Authority, as more fully described in Article 2, below.

Section 1.10 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.11 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## **ARTICLE 2**

### **SCOPE OF THE AGREEMENT**

Section 2.1 General This Agreement shall apply and is limited to all of the Authority’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the Authority’s facilities which, jointly, constitute the Project, and have been designated by the Authority for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed \$175,000.00 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed \$50,000.00, and all subcontracts arising from these specialty contracts;

(c) It is understood by the Parties that the Authority may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the Authority to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The Authority, in its sole discretion, will seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the Authority;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the Authority, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the Authority (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, Authority or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the Authority or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the Authority, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing.

#### Section 2.6 Awarding of Contracts

(a) The Authority and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The Authority agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the Authority shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

#### Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the Authority receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the

awarding of the contract, is that the Authority not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The Authority agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

## Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the Authority is in an ongoing review of the value of such a program. Should the Authority request, the Union parties agree to meet and negotiate in good faith with representatives of the

Authority for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other Authority Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by Authority Employees or contracted for by the Authority for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Authority and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the Authority, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Authority or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Authority.

### **ARTICLE 3** **UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on Authority Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

### Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the Authority to encourage employment of Authority residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the Authority, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the Authority.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the Authority has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the Authority's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

### Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards

that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as “Attachment B”, second, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as “Local Residents.”

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of local residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When local residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified Authority resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer

with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who have been residing within the first tier zip codes for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

**Section 3.9 Time for Referral** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

**Section 3.10 Lack of Referral Procedure** If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

**Section 3.11 Union Membership** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security

provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

#### **ARTICLE 4** **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the Authority may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the Authority personnel, or with personnel employed by the any other employer not a Party to this Agreement.

## **ARTICLE 5**

### **WAGES AND BENEFITS**

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

#### Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or

subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the Authority or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the Authority shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Authority for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

## **ARTICLE 6**

### **WORK STOPPAGES AND LOCK-OUTS**

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Authority or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The Authority or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to

the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the Authority's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

#### Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the

involved Union(s) and the Authority. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Authority, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The Authority shall promptly order the involved Contractor(s) to cease any violation of the Article.

#### Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the Authority. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the Authority, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 7**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

Section 8.1 Contractor and Authority Rights The Contractors and the Authority have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with Authority approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific Authority Rights In addition to the following and other rights of the Authority enumerated in this Agreement, the Authority expressly reserves its management rights and all the rights conferred on it by law. The Authority's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the Authority's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the Authority will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction.

Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The Authority shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

#### Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

### **ARTICLE 9** SETTLEMENT OF GRIEVANCES AND DISPUTES

#### Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Authority and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided,

however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The Authority shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Authority may, in its sole discretion, designate a Authority staff member to participate fully as a party in all proceedings at such steps.

## **ARTICLE 10** **REGULATORY COMPLIANCE**

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the Authority or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the Authority shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Authority procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Authority, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the Authority of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the Authority, in the absence of the Contractor or subcontractor remedying such

violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the Authority and the Contractor, the Authority may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## **ARTICLE 11**

### **SAFETY AND PROTECTION OF PERSON AND PROPERTY**

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

## **ARTICLE 12**

### **APPRENTICES**

Section 12.1 Importance of Training        The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the Authority, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Authority and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

#### Section 12.2 Use of Apprentices

(a)        Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b)        The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The Authority shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

### **ARTICLE 13** **PRE-JOB CONFERENCES**

Each Primary Contractor which is awarded a Construction Contract by the Authority for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

### **ARTICLE 14** **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the Authority, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

## **ARTICLE 15**

### **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the Authority, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the Authority to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the Authority, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

## **ARTICLE 16**

### **WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**ARTICLE 17**  
**AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

**ARTICLE 18**  
**DURATION OF THE AGREEMENT**

Section 17.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after July 1, 2018, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the Authority and the signatory Unions for such further periods as the Parties shall agree to.

Section 17.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the Authority by the Contractor and the Authority has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the Authority or third parties with the approval of the Authority, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Authority to engage and repairs or modifications required by its contract(s) with the Authority.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Authority and Notice of Completion is issued by the Authority or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the Authority pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the Authority, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

ANTELOPE VALLEY TRANSIT  
AUTHORITY

By: \_\_\_\_\_  
Authority Manager

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Ron Miller  
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) \_\_\_\_\_
- Boilermakers (Local 92) \_\_\_\_\_
- Bricklayers & Allied Craftworkers (Local 4) \_\_\_\_\_
- Cement Masons (Local 600) \_\_\_\_\_
- Electricians (Local 11) \_\_\_\_\_
- Elevator Constructors (Local 18) \_\_\_\_\_
- Gunitite Workers (Local 345) \_\_\_\_\_
- Iron Workers (Reinforced – Local 416) \_\_\_\_\_
- Iron Workers (Structural – Local 433) \_\_\_\_\_
- District Council of Laborers \_\_\_\_\_
- Laborers (Local 300) \_\_\_\_\_
- Laborers (Local 1184) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Painters & Allied Trades DC 36 \_\_\_\_\_
- Pipe Trades (Local 250) \_\_\_\_\_
- Pipe Trades (Local 345) \_\_\_\_\_
- Pipe Trades (Plumbers Local 761) \_\_\_\_\_
- Pipe Trades (Road Sprinkler Fitters Local 669) \_\_\_\_\_
- Pipe Trades (Sprinkler Fitters Local 709) \_\_\_\_\_
- Plasterers (Local 200) \_\_\_\_\_
- Plaster Tenders Local (1414) \_\_\_\_\_
- Roofers & Waterproofers (Local 36) \_\_\_\_\_
- Sheet Metal Workers (Local 105) \_\_\_\_\_
- Teamsters (Local 986) \_\_\_\_\_
- Southwest Regional Council of Carpenters \_\_\_\_\_

**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]  
Antelope Valley Transit Authority  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Antelope Valley Transit Authority Community Workforce Agreement effective \_\_\_\_\_, 201\_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor's State License No: \_\_\_\_\_

Project Name: \_\_\_\_\_

[Copies of this letter must be submitted to the Authority and to the Council.]

**ATTACHMENT B**

**LOCAL RESIDENT ZIP CODES**

**(TIER 1)**

**ANTELOPE VALLEY RESIDENTS**

91390	93536	93560
93501	93539	93584
93510	93543	93586
93523	93550	93590
93532	93551	93591
93534	93552	93599
93535	93554	

**(TIER 2)**

**THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY**

**ATTACHMENT C**

**ANTELOPE VALLEY TRANSIT AUTHORITY  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capability to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Antelope Valley Transit Authority Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the greater Antelope Valley area, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, area residents residing within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ **Contact Fax:** ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Report to:** \_\_\_\_\_ **On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_  
**Comment or Special Instructions:** \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a: <span style="float: right;">(check all that apply)</span>		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

## **ATTACHMENT D**

### **LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or

in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which

is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the

parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.