



Regular Meeting of the Board of Directors

Tuesday, August 26, 2014

10:00 a.m.

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

AGENDA

For record keeping purposes, and in the event that 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 are not required to complete this form or to state your name in order 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) 729-2258 at least 72 hours prior to the scheduled Board of Directors meeting.

Limited English Proficiency (LEP) persons, if you require translation services, please contact the Clerk of the Board at (661) 729-2258 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 Norm Hickling, Vice Chairman Marvin Crist, Alternate Director Fred Thompson, Director Steve Hofbauer, Director Dianne Knippel and Director Sandra Johnson

APPROVAL OF AGENDA

PUBLIC BUSINESS FROM THE FLOOR:

If you wish to address the AVTA Board on any agenda item but are unable to stay until the item is called, your comments may be made at this time. Please give your completed Speaker Card (available as you enter the Community Room) to the Clerk of the Board. Speaking clearly, state and spell your name for the record. Each speaker is limited to three (3) minutes.

MISCELLANEOUS BUSINESS – NON-AGENDA ITEMS:

This portion of the meeting allows the public the opportunity to address the Board of Directors of the Antelope Valley Transit Authority on non-agenda items that are within the Board's subject matter jurisdiction. **State law generally prohibits the Board of Directors from taking action on or discussing non-agenda items.** Your matter will be referred to the Authority's Executive Director for follow-up. Individual speakers are limited to three (3) minutes each.

SPECIAL REPORTS and PRESENTATIONS (SRP):

During this portion of the meeting, staff will present information that would not normally be 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. **These items are for discussion purposes only and do not require Board action.**

SRP 1 PRESENTATION OF VEOLIA OPERATOR OF THE MONTH AND EMPLOYEE OF THE MONTH FOR JULY – KERRY JEFFERSON, TRANSDEV

SRP 2 PRESENTATION TO FINANCE STAFF - GOVERNMENT FINANCE OFFICERS ASSOCIATION CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR 2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT – JULIE AUSTIN

SRP 3 FEDERAL LEGISLATIVE UPDATE –JUDY VACCARO-FRY

Recommended Action: Receive and file the Federal Legislative Update for August 2014.

SRP 4 FY14 KEY PERFORMANCE INDICATORS (KPI) REPORT – FISCAL YEAR ENDING JUNE 30, 2014 – DIETTER ARAGON

Recommended Action: Receive and file the FY14 KPI Report for the year ending June 30, 2014.

CONSENT CALENDAR (CC): Items 1 through 9 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 FOR JUNE 24, 2014 – KAREN DARR

Recommended Action: Approve the Board Meeting Minutes for June 24, 2014.

CC 2 BOARD OF DIRECTORS MEETING MINUTES FOR JULY 22, 2014 – KAREN DARR

Recommended Action: Receive and file the Board Meeting Minutes for July 22, 2014.

CC 3 FINANCIAL REPORTS – MAY AND JUNE 2014 – COLBY KONISEK

Recommended Action: Receive and file the Treasurer's Report for the month ended May 31, 2014; the Payroll History Report for the three months ended June 30, 2014; the Expenditure Report for the month ended June 30, 2014; the Interim Financial Statements for the 11 months ended May 31, 2014; and the Fiscal Year-to-Date Budget versus Actual Report for the month Ended May 31, 2014.

CC 4 FINANCIAL REPORTS – JUNE AND JULY 2014 – COLBY KONISEK

Recommended Action: Receive and file the Treasurer's Report for the month ended June 30, 2014; the Payroll History Report for the three months ended July 31, 2014; the Expenditure Report for the month ended July 31, 2014; the Interim Financial Statements for the 12 months ended June 30, 2014; and the Fiscal Year-to-Date Budget versus Actual Report for the Month Ended June 30, 2014.

CC 5 FY14 FOURTH QUARTER CAPITAL RESERVES REPORT – APRIL 1 THROUGH JUNE 30, 2014 – COLBY KONISEK

Recommended Action: Receive and file the FY14 Fourth Quarter Capital Reserves Report for the period covering April 1 through June 30, 2014.

CC 6 FY14 FOURTH QUARTER LOS ANGELES COUNTY SHERIFF'S DEPARTMENT REPORT – APRIL 1 THROUGH JUNE 30, 2014 – WENDY WILLIAMS

Recommended Action: Receive and file the FY14 Fourth Quarter Los Angeles County Sheriff's Department Report.

CC 7 STATE LEGISLATIVE UPDATE – WENDY WILLIAMS

Recommended Action: Receive and file the State Legislative Update for July 2014.

- CC 8 FY14 FOURTH QUARTER GRANT STATUS REPORT – APRIL 1 THROUGH JUNE 30, 2014
– JUDY VACCARO-FRY

Recommended Action: Receive and file the FY14 Fourth Quarter Grant Status Report for the period covering April 1 through June 30, 2014.

- CC 9 2014 DIAL-A-RIDE CUSTOMER SURVEY – LEN ENGEL

Recommended Action: Receive and file the 2014 Dial-a-Ride Customer Survey.

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

- CS 1 Public Employee Performance Evaluation (G.C. section 54957(b))
Title: Executive Director

- CS 2 Conference with Labor Negotiator (G.C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Alternate Negotiator: Marvin Crist, Board Vice Chairman
Unrepresented Employee: Executive Director

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

NEW BUSINESS (NB):

- NB 1 APPROVAL OF EXECUTIVE DIRECTOR'S EMPLOYMENT AGREEMENT – D. CRAIG
FOX

Recommended Action: Approve the executive director's employment agreement effective May 2, 2014.

- NB 2 RATIFY AWARD OF SOLE SOURCE CONTRACT #2014-038 TO INTELLIRIDE FOR
DIAL-A-RIDE SERVICES FOR THE PERIOD JUNE 1, 2014 THROUGH DECEMBER 31,
2014 – LEN ENGEL

Recommended Action: Ratify award of Sole Source Contract #2014-038 to IntelliRide for Dial-a-Ride services for the period June 1, 2014 through December 31, 2014.

- NB 3 DRAFT REPORT - FEDERAL TRANSIT ADMINISTRATION FY14 TRIENNIAL
REVIEW AND MANAGEMENT RESPONSE – COLBY KONISEK

Recommended Action: Receive and file the Draft Report - Federal Transit Administration FY14 Triennial Review and Management Response.

- NB 4 REVISION NO. 5 – AVTA PROCUREMENT POLICY AND PROCEDURES MANUAL–
LYLE BLOCK

Recommended Action: Approve Revision No. 5 to AVTA's Procurement Policy and Procedures Manual.

- NB 5 AWARD MULTIPLE AGREEMENTS UNDER CONTRACT #2014-46 FOR ON-CALL
ARCHITECTURAL, ENGINEERING AND PROJECT MANAGEMENT SERVICES – LYLE
BLOCK

Recommended Action: Authorize the executive director to execute four agreements under Contract #2014-46 for On-Call Architectural, Engineering and Project Management Services with the following firms: 1) Arrow Engineering Services, Inc., Lancaster, CA; 2) Carpenter, Sellers, Del Gatto Architects, Las Vegas, NV; 3) Kennard Design Group, Los Angeles, CA; and 4) Pennfield & Smith Engineers, Inc., Lancaster, CA.

- NB 6 PROPOSED MODIFICATIONS TO LIFE INSURANCE AND ACCIDENTAL DEATH AND
DISMEMBERMENT (AD&D) COVERAGE – WILLIENE JONES

Recommended Action: Approve the modifications to life insurance and AD&D coverage for AVTA staff effective October 1, 2014.

REPORTS AND ANNOUNCEMENTS (RA):

- RA 1 Executive Director's Report

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 for follow-up.

ADJOURNMENT:

Adjourn to the Regular Meeting of the Board of Directors on September 23, 2014 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, California.

The Agenda was posted by 5:00 p.m. on August 21, 2014 at the entrance to the Antelope Valley Transit Authority, 42210 6th St. 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. Additionally, 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. These documents are available for public inspection during regular business hours at the Customer Service window of the AVTA located at 42210 6th Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2258.



SRP 1

VEOLIA EMPLOYEE OF THE MONTH AND OPERATOR OF THE MONTH



RECOGNITION OF FINANCE STAFF



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: Federal Legislative Update for August 2014

RECOMMENDATION

That the Board of Directors receive and file the Federal Legislative Update for August 2014.

FISCAL IMPACT

There is no fiscal impact at this time.

BACKGROUND

Highway Trust Fund: On Friday August 8, 2014, President Obama signed into law H.R. 5021, the Highway and Transportation Funding Act of 2014. This bill transfers \$10.8 billion into the Highway Trust Fund and extends the surface transportation funding authorizations and policies of the 2012 MAP-21 law from October 1, 2014 to May 31, 2014. Secretary Anthony Foxx stated that while he was pleased that Congress took action to avoid the immediate insolvency of the Highway Account, he was disappointed there is still no long-term certainty. This is the tenth surface transportation extension-on top of eighteen short-term budget measures in the last six years. This latest measure expires right as the next construction season begins, setting up another crisis next spring. So in the coming months, the Department will again be required to prepare cash management procedures in anticipation of repeating the same Highway Trust Fund insolvency crisis.

Congress: Congress is now in recess and will resume post Labor Day.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Grants Administrator

Julie M. Austin
Executive Director



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: FY14 Key Performance Indicators (KPI) Report – Fiscal Year Ending June 30, 2014

RECOMMENDATION

That the Board of Directors receive and file the FY14 KPI Report for the year ending June 30, 2014.

SUMMARY

The KPI report provides an analysis of Antelope Valley Transit Authority's (AVTA) primary system-wide goals on a monthly basis. Data is collected from a variety of sources such as the farebox, contractor reports, and financial performance reports.

ANALYSIS

AVTA's system performance is based on several key indicators. These include total monthly ridership, vehicle service hours, fare revenues, and total operating expenses. Outlined below is a snapshot of system performance with indicators correlating to each respective goal.

Boardings –A total of 3.6 million boardings were recorded for FY14, exceeding annual boarding estimates. Boardings increased by 3% in FY14 compared to FY13. Both commuter and local service ridership reflected increases. Local boardings increased by 2% (71,953) when compared to FY13 totals. During the second half of FY14, we saw increases in commuter boardings, attributable primarily to Metrolink's fare increase and adjustments on the later morning trains headed south to Union Station. More and more train riders have begun to ride AVTA as an alternative, specifically on our 785 service to Downtown LA. Commuter service boardings were up 14% (42,000) when compared to FY13 totals. In September 2014, additional trips will be added to our commuter lines (785/787) in order to help alleviate later a.m. passenger loads.

Fare Revenue – Fare revenue increased system-wide, with the largest increase occurring in our commuter service. During FY14 system wide fare revenues increased 2% on our fixed route service when compared to FY13. Of this two percent, commuter revenues

reflected an increase of 15% (\$152,996) over FY13, consistent with the 14% increase in commuter boardings over the same time period.

Unfortunately, the same cannot be said on our local routes. Although we did experience a growth in boardings (2%), local fare revenues continued to decline, resulting in a decrease in of 5% (-\$108,323) over FY13. The main contributor to this is the continued increase in the number of eligible free riders that utilize our service. Those with Disabled and Access passes comprise the largest percentage of our free rides. We have begun evaluating our fare structure including a focus on opportunities to modify eligibility requirements for receiving a disabled pass.

Operating Expenses – FY14 year-end operating cost was \$19.5 million, a 3% increase over FY13. Ongoing service modifications and refinements have helped maintain low operating expenses throughout the fiscal year, which includes Veolia's annual contract increase of 3%. However, indirect costs such as legal and consulting fees, have also contributed to the 3% increase in expenses during FY14.

Goal #1 – Operate a Safe Transit System – This is measured by the number of preventable accidents for every 100,000 miles of fixed vehicle operations.

Accidents [Target – .90 preventable accidents/100,000 miles] – In Fiscal Year 2014 AVTA had ten preventable accidents, four fewer than in FY13, resulting in .32 accidents per 100,000 miles. This is an improvement of 36%. Veolia's continued focus on safety, including monthly safety meetings, has contributed to one of our safest fiscal years.

Goal #2 – Provide Outstanding Customer Service – This is measured by complaints per 100,000 boardings, schedule adherence, average hold time, and average miles between service interruptions.

Customer Complaints [Target – 10 complaints/100,000 boardings] – Throughout FY14, there were seven valid complaints recorded per 100,000 boardings. This is below the performance target of 10/100,000 boardings, and reflects an improvement of 66% over FY13. This is not really a fair comparison because FY13 included both valid and invalid complaints, while FY14 only includes valid complaints. Ongoing service refinements throughout the fiscal year helped reduce the number of valid complaints.

Schedule Adherence [Target - 96%] –Approximately 22,000 timepoint checks were conducted by Veolia staff through FY14, producing average on-time performance (OTP) of 96.7%. The most frequent delays occurred on commuter lines, specifically Routes 785 and 787. Heavy traffic delays due to periodic detours and longer loading times attributable to increased ridership. We had similar conditions on local transit Routes 7, 11 and 12 during the afternoons when passenger loads are at its peak.

Average Hold Time [Target – 1:10 minutes] –Sixty seconds was the average hold time recorded for FY14, well below the performance target of one minute ten seconds. This is an improvement of 37% (36 seconds) over FY13's year-end average hold time of one minute 36 seconds. Our customer service representatives handled approximately 190,000 calls throughout the fiscal year, with only 19,500 calls abandoned.

Average Miles Between Service Interruptions [Target – 12,000 Miles] – A total of 3.2 million miles have been operated since the beginning of the fiscal year, with an average of 12,646 miles between service interruptions. This is an 18% improvement when compared to FY13. The average age of our fleet is higher now with the 15 hybrid buses and new commuter buses. Fleet age is a major contributor to the continued improvements of this indicator, as newer buses have fewer breakdowns.

Goal #3 – Operate an Effective Transit System – AVTA measures its overall effectiveness by monitoring boardings per vehicle service hour and average weekday boardings.

Boardings per Vehicle Service Hour [Target – 22.1] –An average of 21.8 boardings per vehicle service hour were recorded for FY14. Although boardings per vehicle service hour were just below the performance target of 22.1, our year-end statistic was still higher than last year (21.8 in FY14 vs. 20.4 in FY13).

Average Weekday Boardings [Target – 12,600] – Average boardings through FY14 were 12,646 per weekday, slightly above the performance target of 12,600 and an improvement of 1.18% when compared to FY13. We logged 330,000 total weekday boardings in FY14. Commuter service is the largest driver of this indicator.

Goal #4 – Operate an Efficient Transit System – AVTA measures efficient use of available resources by monitoring the farebox recovery ratio and average cost per vehicle service hour.

Average Cost Per Vehicle Service Hour [Target - \$126.66] – At \$117.00, the average cost per vehicle service hour remained well below the FY14 performance target of \$126.66. This was a 3% increase over FY13 (\$113.40). Although service hours have remained relatively flat throughout FY14, legal and consulting fees, increased fuel consumption, and Veolia's 3% annual contract increase have contributed to the increase in this indicator.

Farebox Recovery Ratio [Target – 22.4%] – The average farebox recovery ratio during FY14 was 24.75%, a 1% decrease over FY13 but 10% higher than the FY14 performance target of 22.4%. Higher indirect costs and subpar revenues due to the increased number of free rides on our local service contributed to this 1% decrease.

Prepared by:

Submitted by:

Dietter A. Aragón
Senior Transit Analyst

Julie M. Austin
Executive Director

Attachments: A and B – Summary of System Goals and Performance

Antelope Valley Transit Authority | Attachment SRP 4.A: Key Indicators Report
FY 2014

Goal	Performance Indicator	Performance Target	FY 14 Year to Date	YTD Meets/Exceeds	FY 13 Year to Date	% Change
Overall System Performance	Total Boardings	N/A	3,606,357	N/A	3,493,239	3.24%
	Vehicle Service Hours	N/A	167,213	N/A	166,989	0.13%
	Total Fare Revenue	N/A	\$ 4,843,095	N/A	\$4,743,057	2.11%
	Total Operating Expense	N/A	\$ 19,564,415	N/A	\$18,936,293	-3.32%
Safe Transit System	Preventable Accidents per 100,000 Miles	0.90	0.32	X	0.50	36.00%
Provide Outstanding Customer Service	Complaints per 100,000 Boardings	10.0	6.97	X	20.50	66.00%
	Schedule Adherence	96%	96.7%	X	95.0%	1.79%
	Average Hold Time	1:10	1:00	X	1:36	37.50%
	Average Miles Between Service Interruptions	12,000	13,854	X	12,291	12.72%
Operate an Effective Transit System	Boardings per Vehicle Service Hour	22.1	21.8	DNM	20.4	6.86%
	Average Weekday Boardings	12,600	12,646	X	12,499	1.18%
Operate an Efficient Transit System	Average Cost per Vehicle Service Hour	\$126.66	\$117.00	X	\$113.40	-3.18%
	Farebox Recovery Ratio	22.40%	24.75%	X	25.05%	-1.17%
DNM = Did not Meet						

Antelope Valley Transit Authority | Attachment SRP 4.B: Operations Report - Total System
FY 2014

Goal	Performance Target	FY 14 Year to Date	YTD Meets/Exceeds	FY 13 Year to Date	% Change
Average Fare per Boarding	\$1.29	\$1.34	X	\$1.36	-1.09%
Average Cost per Boarding	\$5.74	\$5.42	X	\$5.42	-0.08%
Average Subsidy per Boarding	\$4.45	\$4.08	X	\$4.06	-0.47%
Revenue Miles	N/A	2,857,267	N/A	2,782,067	2.70%
Total Vehicle Miles	N/A	3,177,506	N/A	3,064,527	3.69%
Total Vehicle Hours	N/A	185,186	N/A	182,818	1.30%
In-Service Speed	N/A	17.1	N/A	16.7	2.57%
Boardings per Vehicle Service Mile	N/A	1.26	N/A	1.26	0.52%



Regular Meeting of the Board of Directors

Tuesday, June 24, 2014

10:00 a.m.

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

UNOFFICIAL MINUTES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Director of Operations and Maintenance Len Engel led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Norm Hickling
Vice Chairman Marvin Crist
Director Steve Hofbauer
Director Dianne Knippel

Absent

Director Tom Lackey
Director Sandra Johnson

Motion: Excuse the absence of Directors Lackey and Johnson.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

APPROVAL OF AGENDA:

Motion: Approve the agenda as comprised.

Moved by Vice Chairman Crist, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

PUBLIC BUSINESS FROM THE FLOOR:

There was no public business presented.

MISCELLANEOUS BUSINESS – NON-AGENDA ITEMS:

Dennis Sloan, a member of the public, spoke regarding the issues he is having with the Dial-a-Ride service. Chairman Hickling requested that Len Engel, Carlos Lopez, and Dan Thomas meet immediately with Mr. Sloan to resolve his issues. Ms. Austin stated that representatives from Veolia IntelliRide are in the audience and suggested they also be included in the meeting.

SPECIAL REPORTS and PRESENTATIONS (SRP):

SRP 1 PRESENTATION OF VEOLIA OPERATOR OF THE MONTH AND EMPLOYEE OF THE MONTH FOR MAY

Veolia general manager Hector Fuentes and executive director Julie Austin presented a plaque to Milton Cobos, Employee of the Month for May. Mr. Fuentes announced that the Operator of the Month for May was Aureliano Sierra who was not present to receive his award.

SRP 2 FEDERAL LEGISLATIVE UPDATE

Grants administrator Judy Vaccaro-Fry presented information regarding the Surface Transportation Reauthorization bill, Highway Trust Fund, and upcoming grant opportunities. She added that the Senate Committee on Finance has scheduled a markup on June 26, 2014, of the Preserving America's Transit and Highways (PATH) Act, a bill to provide for the extension of highway fund expenditures and revenues for highway programs.

She announced that House Republicans elected Kevin McCarthy (R-CA) as the new Majority Leader on June 19 to replace Eric Cantor (R-VA). He will assume

his new post when Congressman Cantor steps down on July 31. The Board briefly discussed this item and requested Ms. Vaccaro-Fry to obtain letters of support when the Low Carbon Emissions grant opportunity is announced.

Motion: Receive and file the Federal Legislative Update for June 2014.

Moved by Director Knippel, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

SRP 3 STATE LEGISLATIVE UPDATE – WENDY WILLIAMS

Director of communications Wendy Williams reported on the approved FY15 State Budget, specifically the Cap and Trade allocation, discussions held at the California Transit Association's (CTA) 48th Annual Spring Legislative Conference and legislation pertaining to digital signage and bus axle weight.

The Board discussed the lawsuits filed that challenge the state's plan to spend a portion of cap-and-trade revenue on the high-speed rail project, the timeline for AVTA's digital signage demonstration program, and the CTA's position regarding low/no emission vehicles.

Motion: Receive and file the State Legislative Update for June 2014.

Moved by Director Knippel, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

SRP 4 SERVICE CHANGES EFFECTIVE JULY 14, 2014

Senior planning officer Dietter Aragon presented the staff report. The Board discussed bus service for the new Kaiser and High Desert Medical facilities.

Motion: Receive and file the service changes effective July 14, 2014.

Moved by Director Knippel, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

SRP 5 QUARTERLY COACH OPERATOR AUDIT RESULTS – DECEMBER 2013 THROUGH FEBRUARY 2014

Mr. Aragon presented the staff report. The Board discussed the metrics reported for unsafe vehicle operations, Americans with Disabilities Act (ADA) stop announcements and the standards that are included on the evaluation forms. Mr. Aragon and Mr. Fuentes detailed the methods that AVTA and Veolia Transportation staff employ to address areas of concern.

The Board requested that staff provide a breakdown of valid and invalid incidents of unsafe vehicle operations and provide an explanation of valid incidents on future audit reports. The Board also discussed the benchmark for the operator courtesy metric and requested that staff research installing monitors on the buses to assist the operators with providing information to customers.

Motion: Receive and file the Quarterly Coach Operator Audit results for the period covering December 2013 through February 2014.

Moved by Director Knippel, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

SRP 6 AVTA TITLE VI PROGRAM UPDATE FOR FISCAL YEARS 2015 THROUGH 2017

Mr. Aragon presented the staff report. The Board briefly discussed the demographics of the service area.

Motion: 1) Approve the AVTA Title VI Program Update for FY15 through FY17 as required by the Federal Transit Administration (FTA); and 2) Adopt Resolution No. 2014-003.

Moved by Director Knippel, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES FOR MAY 27, 2014 – KAREN DARR

CC 2 FINANCIAL REPORTS –APRIL AND MAY 2014 – COLBY KONISEK

CC 3 FY15 INVESTMENT POLICY AND LOCAL AGENCY INVESTMENT FUND (LAIF) UPDATE – COLBY KONISEK

CC 4 SEMI-ANNUAL FEDERAL FISCAL YEAR (FFY) 2013/14 DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) REPORT (OCTOBER 1, 2013 – MARCH 31, 2014) – LYLE BLOCK

CC 5 RENEWAL OF AGREEMENT WITH LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FOR SECURITY SERVICES – RESERVE UNIT – WENDY WILLIAMS

Motion: Approve the Consent Calendar.

Moved by Vice Chairman Crist, seconded by Director Hofbauer

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

NEW BUSINESS (NB):

NB 1 ELECTION OF BOARD OFFICERS FOR FY15

General Counsel D. Craig Fox presented the staff report. Director Knippel nominated Norm Hickling as Chairman and Marvin Crist as Vice Chairman. Director Hofbauer expressed his desire to hold the position of Vice Chairman.

Motion: Re-elect Norm Hickling as Chairman and Marvin Crist as Vice Chairman for FY15.

Moved by Director Knippel, seconded by Vice Chairman Crist

Vote: Motion carried (3-1-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Director Knippel

Nays: Director Hofbauer

Abstain: None

Absent: Directors Lackey and Johnson

NB 2 FY15 WORKERS' COMPENSATION, PROPERTY AND CASUALTY INSURANCE POLICIES UNDER CONTRACT #2013-022 WITH VINSA, INC.

The Board waived the presentation of the staff report. There was no Board discussion on this item.

Motion: Authorize the Executive Director to expense an amount not to exceed \$350,000 under Contract #2013-022 with Vinsa, Inc., AVTA's Insurance Broker of Record for the Authority's FY15 insurance policies and coverages.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

NB 3 AWARD CONTRACT #2014-43 TO WINDES, INC., LONG BEACH, CA FOR AUDIT SERVICES

Director of finance Colby Konisek presented the staff report. The Board discussed local vendor outreach and response. Mr. Konisek provided justification for the evaluators' vendor selection. The Board also discussed offering pre-bidder conferences and debriefing sessions to educate vendors regarding the Request for Proposals submittal process.

Motion: Authorize the Executive Director to execute Contract #2014-43 for audit services to Windes, Inc., for a period of five years in an amount not to exceed \$306,000.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

NB 4 AWARD CONTRACT #2014-42 – FARE RESTRUCTURING ANALYSIS – TO NELSON/NYGAARD CONSULTING ASSOCIATES, SAN FRANCISCO, CA

Director of communications Wendy Williams presented the revised staff report that was distributed to the Board at the meeting. The Board discussed the revised scope of work and including Chairman Hickling in the contract negotiation. Ms. Austin confirmed that the contract amount would not exceed \$65,824.

Motion: Award Contract #2014-42 to Nelson/Nygaard Consulting Associates, San Francisco, CA, for assistance with public outreach and federal compliance regarding three new fare scenarios, and authorize the Executive Director and Chairman to negotiate final terms and conditions.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Hofbauer and Knippel

Nays: None

Abstain: None

Absent: Directors Lackey and Johnson

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

General Counsel presented the two items to be discussed in Closed Session.

CS 1 Public Employee Performance Evaluation (G.C. section 54957(b))
Title: Executive Director

CS 2 Conference with Labor Negotiator (G.C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Alternate Negotiator: Marvin Crist, Board Vice Chairman
Unrepresented Employee: Executive Director

RECESS TO CLOSED SESSION

The Board recessed to Closed Session at 11:31 a.m.

RECONVENE TO PUBLIC SESSION

The Board reconvened to Public Session at 12:08 p.m.

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

General Counsel stated that Ms. Austin's employment contract was reviewed and discussed. Ms. Austin made a verbal agreement to continue her employment under the same terms and conditions of the existing contract unless and until another agreement is executed.

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 Executive Director's Report

- Ms. Austin will be attending the Annual American Public Transportation Association's Small Operations Committee Planning meeting in Chicago on June 26 and 27, 2014.
- July 7 through July 11 staff will be integrating software on AVTA's local servers, testing the cellular connection with Verizon and installing equipment. The vendor will demonstrate and ensure that the product functions according to AVTA's specifications from July 25 through August 12. Rollout installations on the remaining fleet will occur between August 18 through 24.
- Staff will conduct a second pre-visit conference call regarding the triennial review on June 25. The Federal Transit Administration consultant will be onsite on July 7 and 8 to complete the review. Focal points will include ADA compliance and AVTA's oversight of Access Services.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

The Board wished everyone a safe and enjoyable Fourth of July and Chairman Hickling reminded everyone regarding the prohibition of fireworks in the city of Lancaster, County of Los Angeles, and parts of the city of Palmdale.

ADJOURNMENT:

Chairman Hickling adjourned the June 24, 2014 meeting in memory of Executive Assistant DeeAnna Cason's sister, Martie Vines, who lost her yearlong battle with cancer on June 19, 2014.

The next Regular Meeting of the Board of Directors will be held on July 22, 2014 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, California.

PASSED, APPROVED, and ADOPTED this 26th day of August, 2014.

Norman L. Hickling, Chairman

Julie M. Austin, Secretary

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 661/729-2258 to make arrangements to review a recording.



CANCELLED DUE TO LACK OF QUORUM

Regular Meeting of the Board of Directors

Tuesday, July 22, 2014

10:00 a.m.

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

UNOFFICIAL MINUTES

CALL TO ORDER:

Vice Chairman Crist called the meeting to order at 10:10 a.m. He declared the absence of a quorum noting that no motions or voting will occur. Board members present remained to hear special reports and presentations only.

PLEDGE OF ALLEGIANCE:

Director Knippel led the Pledge of Allegiance.

ATTENDANCE:

Present

Vice Chairman Marvin Crist, Director Dianne Knippel and Director Sandra Johnson

Absent

Chairman Norm Hickling, Director Tom Lackey, and Director Steve Hofbauer

APPROVAL OF AGENDA:

There was not a quorum; therefore, the agenda could not be approved.

PUBLIC BUSINESS FROM THE FLOOR:

There was no public business presented.

MISCELLANEOUS BUSINESS – NON-AGENDA ITEMS:

There were no miscellaneous business – non-agenda items presented.

SPECIAL REPORTS and PRESENTATIONS (SRP):

SRP 1 PRESENTATION OF VEOLIA OPERATOR OF THE MONTH AND EMPLOYEE OF THE MONTH FOR JUNE

Veolia general manager Hector Fuentes and executive director Julie Austin presented a plaque to Esther Herrera Operator of the Month for June. Mr. Fuentes announced that the Employee of the Month for June was Jeremy Bretshneider who was not present to receive his award.

SRP 2 EMPLOYEE OF THE QUARTER (APRIL 1 – JUNE 30, 2014)

Executive director Julie Austin presented a plaque to graphics designer Nate Pitkin, AVTA's Employee of the Quarter.

There was not a quorum; therefore, no formal action was taken. The following items will be included on the agenda for the August Board meeting.

SRP 3 2014 DIAL-A-RIDE CUSTOMER SURVEY

Director of operations and maintenance Len Engel presented the results of the Dial-a-Ride Customer Survey.

SRP 4 FEDERAL LEGISLATIVE UPDATE

Grants administrator Judy Vaccaro-Fry presented information regarding the Highway Trust Fund and upcoming grant opportunities.

SRP 5 STATE LEGISLATIVE UPDATE

Director of communications Wendy Williams reported on legislation pertaining to digital signage and bus axle weight.

CONSENT CALENDAR (CC): There was not a quorum; therefore, no formal action was taken. The following items will be included on the agenda for the August Board meeting.

CC 1 BOARD OF DIRECTORS MEETING MINUTES FOR JUNE 24, 2014 – KAREN DARR

CC 2 FINANCIAL REPORTS –MAY AND JUNE 2014 – COLBY KONISEK

CC 3 FY14 FOURTH QUARTER LOS ANGELES COUNTY SHERIFF'S DEPARTMENT REPORT – APRIL 1 THROUGH JUNE 30, 2014 – WENDY WILLIAMS

NEW BUSINESS (NB): There was not a quorum; therefore, no formal action was taken. The following items will be included on the agenda for the August Board meeting.

- NB 1 RATIFY AWARD OF SOLE SOURCE CONTRACT #2014-038 TO INTELLIRIDE FOR DIAL-A-RIDE SERVICES FOR THE PERIOD JUNE 1, 2014 THROUGH DECEMBER 31, 2014 – LEN ENGEL

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

There was not a quorum; therefore, the Board did not recess to Closed Session. The following items will be included on the agenda for the August Board meeting.

- CS 1 Public Employee Performance Evaluation (G.C. section 54957(b))
Title: Executive Director
- CS 2 Conference with Labor Negotiator (G.C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Alternate Negotiator: Marvin Crist, Board Vice Chairman
Unrepresented Employee: Executive Director

REPORTS AND ANNOUNCEMENTS (RA):

- RA 1 Executive Director's Report – Julie Austin

- Chairman Hickling and Board Clerk Karen Darr are attending the American Public Transportation Association (APTA) Board Members and Board Support Conference in Cleveland July 19 through July 22, 2014.
- Ms. Austin attended the APTA Small Operations Committee Summer Planning meeting in Chicago on June 26 and 27, 2014.
- The Federal Transit Administration and consultants were on site July 7 and 8 to finalize AVTA's Triennial Review. There were minor findings regarding procurement documentation and ADA compliance related to Access Services. Staff will provide a final report at the August board meeting.
- Both BYD electric buses have arrived and staff anticipates receiving the final Altoona test report soon.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

Vice Chairman Crist asked Ms. Austin to send a letter to the jurisdictions requesting that an alternate representative attend the meetings when the delegated member is unavailable.

ADJOURNMENT:

Vice Chairman Crist adjourned the meeting at 10:34 a.m. to the Regular Meeting of the Board of Directors on August 26, 2014 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, California.

PASSED, APPROVED, and ADOPTED this 26th day of August 2014.

Marvin Crist, Vice Chairman

Julie M. Austin, Secretary

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DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: Financial Reports for May and June 2014

RECOMMENDATION

Receive and file the Treasurer's Report for the month ended May 31, 2014 (Attachment A); the Payroll History Report for the three months ended June 30, 2014 (Attachment B); the Expenditure Report for the month ended June 30, 2014 (Attachment C); the Interim Financial Statements for the 11 months ended May 31, 2014 (Attachment D); and the Fiscal Year-to-Date Budget versus Actual Report for the month ended May 31, 2014 (Attachment E).

FISCAL IMPACT

Payroll: June payroll of \$182,576 represents a decrease of \$89,758 or 33.0% less than the prior month's salary expense.

Expenditures: \$1,964,022

Interim Financial Statements: Change in Net Assets: \$2,786,750, which includes depreciation expense of \$4,714,456.

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Finance prepares the Treasurer's Report, Payroll History Report, Expenditure Report, Interim Financial Report and Budget versus Actual report, and submits them to the Executive Director/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 2014, exclusive of benefits, payroll taxes and service charges, is shown below:

Payroll Period	Amount	Journal #
06/01/14-06/14/14	\$91,152.69	PYPKT00549
06/15/14-06/28/14	\$91,423.32	PYPKT00556
Gross Pay Jun, 2014	\$182,576.01	

In June there was a decrease of \$89,758 in payroll compared to May; this was attributable to three pay periods in May.

Total expenditures for June were \$1,964,022. Large items included Veolia (May invoice - \$1,031,554), Vinsa Insurance Associates (FY 2015 prepaid insurance premium - \$327,229), Pinnacle Petroleum (fuel - \$234,983) and ALC (May invoice - \$87,431). These items comprise 85.6% of total expenditures for June, 2014.

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

Register Date	Amount
06/01 - 06/30/14	\$1,964,022

As of May 2014, the total cash per the general ledger is \$25,732,028. After deducting restricted funds, the operating cash balance is \$9,130,073. The net of accounts receivable and accounts payable is projected to be a net use of cash of (\$1,509,592); the total expected cash available for operations in the next 30 days is \$7,620,482. The available cash is equal to 2.5 times the Authority's minimum cash balance target of \$3 million.

ALIGNMENT WITH STRATEGIC DIRECTIVES

The recommendation responds to the following directive from the July 2013 Strategic Planning Workshop:

Funding – to provide management with accurate financial data for decisions regarding revenue streams, costs, ridership, reserves and the status of existing and proposed grant funding.

I, Julie M. Austin, Executive Director of AVTA, declare that the attached reports are accurate and correct.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director/Treasurer

Attachments: A – Treasurer's Report for the Month Ended May 31, 2014
B – Payroll History Comparison Report (April - June, 2014)
C – Expenditure Report (June 1, 2014 - June 30, 2014)
D – Interim Financial Statements as of May 31, 2014
E – Budget versus Actual report as of May 31, 2014.

ATTACHMENT CC 3.A

**ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report
Month Ended May, 2014**

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Ending Balance
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Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund (LAIF) - Capital Reserve	\$ 4,948,324.87	\$ -			
Interest (earned quarterly)		\$ -			
Bank of America - Proposition 1B* Restricted Fund	\$ 3,026,652.98	\$ 71,674.16			
Interest earned for the month		\$ 391.47			
* Deferred revenue, recorded as liability until associated expense incurred.					
TOTAL CAPITAL RESERVE AND RESTRICTED FUNDS					\$ 8,047,043.48
Wells Fargo CD	\$ 1,000,407.96				
Interest		\$ 11.13			
Wells Fargo - Operating Reserve Staging	\$ 104,113.35	\$ 71,757.41			
TOTAL OPERATING RESERVE					\$ 1,176,289.85
Payroll, Payable & General Acct	\$ 15,347,959.76				
Operating Accounts Analysis					
Cash Fares		\$ 162,501.25			
Vendor Pass Sales Revenue		\$ 289,414.10			
Federal Grants Revenue		\$ 899,426.00			
MTA Revenue		\$ 720,467.00			
TRANSPORTER Service		\$ 14,355.47			
Jurisdictional Contributions		\$ 166,907.00			
Prop 1B Deferred Revenue/received and transferred)		\$ (40,094.16)			
Non-Transportation Revenue		\$ 10,425.59			
Accounts Payable for the Month			\$ (819,264.74)		
Employee Net Pay			\$ (202,147.29)		
Net pay ended 05/31, paid on 06/05/2014			\$ 67,134.50		
Employee Taxes			\$ (39,493.42)		
Employee Deductions			\$ (19,197.71)		
Employer Payroll Taxes			\$ (4,404.65)		
CalPERS - AVTA paid			\$ (45,338.50)		
Equipment Lease - TAP card sales			\$ (65.06)		
Bank Fees --- Monthly and Quarterly			\$ (640.69)		
Net Operating Funds	\$ 15,347,959.76	\$ 2,223,402.25	\$ (1,063,417.56)	\$ 16,507,944.45	
Petty Cash				\$ 750.00	
TOTAL CASH AND INVESTMENTS					\$ 25,732,027.78

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 and Bank of America. Pending any future actions by the AVTA Board or any and unforeseen catastrophe, AVTA has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by:

Submitted by:

Rong Fitzgibbons
Finance Supervisor

Colby Konisek
Director of Finance

ATTACHMENT CC 3.A.1

**ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report Addendum: Cash Flow Projection
Month Ended May, 2014**

Descriptions	\$ Subtotal	\$ Total
BALANCE FROM TREASURER'S REPORT		25,732,028
<u>Less Restricted Funds</u>		
Proposition 1B (Deferred Revenue)		(3,098,719)
Capital Reserve		(4,948,325)
Electric Buses		(2,678,621)
Operating Reserve		(1,176,290)
Restricted for Operations		(4,700,000)
UNRESTRICTED CASH		9,130,073

ACCOUNTS RECEIVABLE AND PAYABLE AS OF MAY 31, 2014

Add Accounts receivable:

MTA Revenue	174,890	
TRANSporter - LA County	35,176	
Vendor Pass Sales	119,411	
A/R Federal Funding draws	868,404	
	<hr/>	1,197,881

Less Accounts payable:

(2,707,473)

INFLOWS/(OUT FLOWS) OF CASH IN THE NET OF:

(1,509,592)

PROJECTED CASH AVAILABLE IN THE NEXT 30 DAYS:

7,620,482

TOTAL OPERATING CASH MINIMUM TARGET:

3,000,000

Operating Cash Coverage of AVTA Minimum Target:

2.5

ATTACHMENT CC 3.B

ANTELOPE VALLEY TRANSIT AUTHORITY
 PAYROLL HISTORY REPORT
 APRIL to JUNE, 2014

	April TOTAL	May TOTAL	June TOTAL
<u>NUMBER OF CHECKS</u>	75	111	74
<u>EARNINGS</u>			
Regular Pay	\$ 167,757.99	\$ 238,902.72	\$ 161,483.57
Overtime Pay	239.52	508.86	110.94
Vacation Pay	8,860.14	9,866.48	6,836.85
Sick Pay	2,191.32	8,063.85	10,893.60
Bereavement Pay	287.98	777.36	843.30
Holiday Pay		10,483.09	0.00
Floating Holiday Pay	2,173.45	975.07	734.10
Retroactive Pay	1,964.30	394.13	99.01
Vacation Cash Out/Bonus Pay	6,341.04	0.00	0.00
Deferred Income 457	909.64	1,364.46	909.64
Stipend --- Cell phone reimbursements	665.00	997.50	665.00
TOTAL	\$ 191,390.38	\$ 272,333.52	\$ 182,576.01
Inc(Dec)-Current month over previous month		\$ 80,943.14	\$ (89,757.51)
% Inc(Dec)-Current month over previous month		42.3%	(33.0%)

Expense Approval Report
Antelope Valley Transit Authority
Payment Dates 6/1/2014 - 6/30/2014



Payment Nur	Payment Dat	Description (Item)	Account Number	Account Name	Amount
Vendor: 4 Imprint Inc					
6724	06/12/2014	Open-Back Ultrafit Table Cover-8'-Full	100-5CS-5-G1-9501003	Marketing	\$ 982.08
Vendor 4 Imprint Inc Total:					\$ 982.08
Vendor:					
6773	06/26/2014	AVC Billboard Advertising-TRANsporter	100-2FF-5-G1-9501011	TRANSporter service	\$ 375.00
Vendor ad camp Total:					\$ 375.00
Vendor: Adelman Broadcasting					
6725	06/12/2014	BOB FM Contract Two for One Special	100-5CS-5-G1-9501003	Marketing	\$ 360.00
6725	06/12/2014	BOB FM Contract Two for One Special	100-5CS-5-G1-9501003	Marketing	\$ 360.00
Vendor Adelman Broadcasting Total:					\$ 720.00
Vendor: American Heritage Life Ins.					
6774	06/26/2014	Employee Paid Extended Benefits PY 1	100-000-2-B1-4011019	Accrued- Other Benefits Payable	\$ 713.32
Vendor American Heritage Life Ins. Total:					\$ 713.32
Vendor: American Logistics Company					
6694	06/12/2014	DAR Revenue- May 2014	100-000-4-D1-6001400	Fare Revenues - DAR - Urban	\$ (7,820.00)
6694	06/12/2014	DAR Operations & Maintenance Amb.-	100-2FF-5-G1-9001014	Contract Services- DAR	\$ 58,157.57
6694	06/12/2014	DAR Operations & Maintenance WC- M	100-2FF-5-G1-9001014	Contract Services- DAR	\$ 29,273.87
6775	06/26/2014	DAR Coupon Charge- May 2014	100-000-4-D1-6001400	Fare Revenues - DAR - Urban	\$ 2,784.00
Vendor American Logistics Company Total:					\$ 82,395.44
Vendor: American Public Transit Asc					
6726	06/12/2014	APTA AdWheel Entry Fee	100-5CS-5-G1-9501003	Marketing	\$ 1,140.00
Vendor American Public Transit Asc Total:					\$ 1,140.00
Vendor: Antelope Valley Board of Trade					
6727	06/12/2014	Advertising Newsletter	100-5CS-5-G1-9501003	Marketing	\$ 275.00
Vendor Antelope Valley Board of Trade Total:					\$ 275.00
Vendor: Anthem Blue Cross					
6695	06/12/2014	Health Insurance (EE Portion), July 2011	100-000-2-B1-4011013	Accrued Medical	\$ 5,964.00
6695	06/12/2014	Health Insurance (ER Portion), July 2011	100-1ZZ-5-G1-9701612	Medical - ER	\$ 28,223.00
Vendor Anthem Blue Cross Total:					\$ 34,187.00
Vendor: Apollo Video Technology					
6728	06/12/2014	Apollo Video Equipment	600-1XX-5-J1-9909081	Electric buses / Accessories / Meas	\$ 1,325.39
Vendor Apollo Video Technology Total:					\$ 1,325.39
Vendor: Aragon, Dieter					
6696	06/12/2014	Travel Reimbursement- Roadeo- Victo	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 130.90
Vendor Aragon, Dieter Total:					\$ 130.90
Vendor: Aramark Uniform Services					
6729	06/12/2014	Uniform Service	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 84.06
6729	06/12/2014	Uniform Service	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 90.64
6729	06/12/2014	Uniform Service	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 84.06
Vendor Aramark Uniform Services Total:					\$ 258.76
Vendor: Arrow Engineering Services-AESI					
6730	06/12/2014	Utility Research on Inductive Charging	600-1XX-5-J1-9909059	968/ Regional Bus Stop Amenities/	\$ 3,000.00
Vendor Arrow Engineering Services-AESI Total:					\$ 3,000.00
Vendor: At&T Calnet					
6697	06/12/2014	Phone, 5/20/14	100-2FF-5-G1-9501017	Telephone & Fax	\$ 760.32

Expense Approval Report
 Antelope Valley Transit Authority
 Payment Dates 6/1/2014 - 6/30/2014



Payment Num	Payment Dat	Description (Item)	Account Number	Account Name	Amount
Vendor At&T Calnet Total:					\$ 760.32
Vendor: AT&T Mobility					
6698	06/12/2014	Cell Phones, 4/17/14 - 5/06/14	100-2FF-5-G1-9501017	Telephone & Fax	\$ 209.75
Vendor AT&T Mobility Total:					\$ 209.75
Vendor: AV Mail n More					
6731	06/12/2014	CPOS Reimbursement Feb- April 2014	100-3FS-5-G1-9501037	Sales Expense for CPOS	\$ 150.00
Vendor AV Mail n More Total:					\$ 150.00
Vendor: AV Press					
6732	06/12/2014	Advertising-May 2014	100-5CS-5-G1-9501003	Marketing	\$ 637.50
6776	06/26/2014	A&E Request For Qualifications Ad	100-3FS-5-G1-9501002	Classified Advertising	\$ 326.70
Vendor AV Press Total:					\$ 964.20
Vendor: Avail Technologies, Inc.					
6777	06/26/2014	Assessment/ Integration- ECP #1	600-1XX-5-J1-9909068	Prop 1B- Multiple Projects	\$ 2,843.00
6777	06/26/2014	Assessment/ Integration- ECP #2	600-1XX-5-J1-9909068	Prop 1B- Multiple Projects	\$ 23,130.00
Vendor Avail Technologies, Inc. Total:					\$ 25,973.00
Vendor: Block Alternatives					
6778	06/26/2014	Power On Tshirts - Reorder	100-5CS-5-G1-9501018	Printing Services	\$ 26.70
6778	06/26/2014	Power On Tshirts - Reorder	100-5CS-5-G1-9501018	Printing Services	\$ 130.80
6778	06/26/2014	Power On Tshirts - Reorder	100-5CS-5-G1-9501018	Printing Services	\$ 11.45
Vendor Block Alternatives Total:					\$ 168.95
Vendor: Block, Lyle					
6779	06/26/2014	Travel Reimbursement- APTA Risk Mar	100-000-5-G1-9401027	CSAC Fund	\$ 331.82
Vendor Block, Lyle Total:					\$ 331.82
Vendor: Blue Tarp Financial- Northern Tool					
6699	06/12/2014	Hoses	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 95.26
Vendor Blue Tarp Financial- Northern Tool Total:					\$ 95.26
Vendor: Brinks Incorporated					
6780	06/26/2014	Supplement, May 2014	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 75.24
6780	06/26/2014	Money Room Service, June 2014	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 487.93
Vendor Brinks Incorporated Total:					\$ 563.17
Vendor: Burris Coffee & Pure Water Service					
6733	06/12/2014	Coffee Supplies	100-3FS-5-G1-9501009	Office Supplies	\$ 210.40
Vendor Burris Coffee & Pure Water Service Total:					\$ 210.40
Vendor: CalACT					
6734	06/12/2014	CalAct Membership	100-1EX-5-G1-9501006	Memberships	\$ 785.00
Vendor CalACT Total:					\$ 785.00
Vendor: California Air Systems					
6735	06/12/2014	Air Filter Bowl Assm.	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 209.28
Vendor California Air Systems Total:					\$ 209.28
Vendor: Carquest of Lancaster #7305					
6700	06/12/2014	Battery cables	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 60.85
6736	06/12/2014	alternator for cyclone	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 146.02
Vendor Carquest of Lancaster #7305 Total:					\$ 206.87
Vendor: City of Lancaster					

Expense Approval Report
 Antelope Valley Transit Authority
 Payment Dates 6/1/2014 - 6/30/2014



Payment Number	Payment Date	Description (Item)	Account Number	Account Name	Amount
6781	06/26/2014	Special Events Sponsorships	100-5CS-5-G1-9501003	Marketing	\$ 3,255.00
6781	06/26/2014	Special Events Sponsorships	100-5CS-5-G1-9501029	Miscellaneous Special Events	\$ 5,245.00
Vendor City of Lancaster Total:					\$ 8,500.00
Vendor: Clean Air Testing, Inc.					
6782	06/26/2014	AQMD Rule 461 test	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 835.01
Vendor Clean Air Testing, Inc. Total:					\$ 835.01
Vendor: Clean Source					
6737	06/12/2014	vinyl gloves	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 83.06
6737	06/12/2014	angel soft tp	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 652.80
6737	06/12/2014	angle brooms	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 19.13
6737	06/12/2014	hand towels	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 357.87
6737	06/12/2014	40x48 bags	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 74.93
6737	06/12/2014	33x39 bags	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 164.90
6737	06/12/2014	kitchen towels	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 27.70
6737	06/12/2014	safety glasses	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 13.63
6737	06/12/2014	hand soap	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 72.59
6737	06/12/2014	citrus cleaner	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 73.27
6737	06/12/2014	boraxo	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 43.43
6783	06/26/2014	citrus cleaner	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 146.54
Vendor Clean Source Total:					\$ 1,729.85
Vendor: Compliance Oversight Solutions- Ideal					
6738	06/12/2014	FTA Compliance Oversight on May 15	100-3FS-5-G1-9501027	Employment Screening/ Audits	\$ 3,750.00
6738	06/12/2014	AVTA/ALC First Quarter Audit	100-3FS-5-G1-9501027	Employment Screening/ Audits	\$ 3,093.75
6738	06/12/2014	2014 FTA Triennial work	100-3FS-5-G1-9501027	Employment Screening/ Audits	\$ 3,250.00
Vendor Compliance Oversight Solutions- Ideal Total:					\$ 10,093.75
Vendor: Dell Marketing					
6784	06/26/2014	Dell UltraSharp 24 PremierColor Monit	600-1XX-5-J1-9909036	616/ Maint & Admin Equip/ 11.71.C	\$ 941.28
6784	06/26/2014	Dell UltraSharp 24 PremierColor Monit	600-1XX-5-J1-9909036	616/ Maint & Admin Equip/ 11.71.C	\$ 12,236.64
Vendor Dell Marketing Total:					\$ 13,177.92
Vendor: Dell Software					
6739	06/12/2014	Desktop Authority Pro Per Seat Maint.	100-2FF-5-G1-9401012	I.T.--Software Agreements/Licenses	\$ 1,733.94
Vendor Dell Software Total:					\$ 1,733.94
Vendor: Entertainment Plus					
6740	06/12/2014	BYD Press Event Video	100-5CS-5-G1-9501003	Marketing	\$ 675.00
Vendor Entertainment Plus Total:					\$ 675.00
Vendor: Eugene Greene					
6741	06/12/2014	Test/Certify 3 ea. Backflow Preventers	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 135.00
Vendor Eugene Greene Total:					\$ 135.00
Vendor: Evault Inc					
6742	06/12/2014	Evault Saas Offsite Storage	100-2FF-5-G1-9401012	I.T.--Software Agreements/Licenses	\$ 424.21
Vendor Evault Inc Total:					\$ 424.21
Vendor: Fitzgibbons, Rong					
6701	06/12/2014	Travel Reimbursement- GFOA	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 186.03
Vendor Fitzgibbons, Rong Total:					\$ 186.03
Vendor: Glory Global Solutions, Inc.					
6702	06/12/2014	Coin Bags for Money Room	100-3FS-5-G1-9501009	Office Supplies	\$ 45.99
Vendor Glory Global Solutions, Inc. Total:					\$ 45.99

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Vendor: Grainger					
6743	06/12/2014	Shipping carton	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 142.47
6743	06/12/2014	Cable tie	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 27.76
6743	06/12/2014	Filter disc	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 6.38
6743	06/12/2014	Filter Cartridge	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 19.90
6743	06/12/2014	Carton sealing Tape	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 57.82
6743	06/12/2014	Shipping Carton	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 77.50
6703	06/12/2014	Solenoid Air Control Valve	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 104.77
6785	06/26/2014	Thermal overload	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 143.87
6785	06/26/2014	Contact block	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 88.68
6785	06/26/2014	Brass reducer	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 39.83
6785	06/26/2014	Contact, IEC	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 162.85
6785	06/26/2014	Lamp Module	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 50.72
6785	06/26/2014	Contact Block	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 109.48
6785	06/26/2014	Push button switch	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 132.44
6785	06/26/2014	Round-up weed Killer	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 180.26
6785	06/26/2014	shop/ towels (disposable) Case	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 115.53
6785	06/26/2014	Replacement air hose	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 27.97
6785	06/26/2014	O-ring, Dash 033	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 20.06
Vendor Grainger Total:					\$ 1,508.29
Vendor: Hart Printers Inc.					
6704	06/12/2014	Business Cards, Colby Konisek	100-3FS-5-G1-9501018	Printing Services	\$ 53.41
Vendor Hart Printers Inc. Total:					\$ 53.41
Vendor: HD Industries					
6744	06/12/2014	transmission rebuild for unit 3335	600-1XX-5-J1-9909047	875/ Rehab Transit/Commuter 40 F	\$ 16,047.20
Vendor HD Industries Total:					\$ 16,047.20
Vendor: High Desert Broadcasting					
6745	06/12/2014	Transporter McBean Expansion Radio	100-2FF-5-G1-9501011	TRANSPORTER service	\$ 882.00
6745	06/12/2014	Transporter McBean Expansion Radio	100-2FF-5-G1-9501011	TRANSPORTER service	\$ 819.00
Vendor High Desert Broadcasting Total:					\$ 1,701.00
Vendor: Home Depot Credit Services					
6705	06/12/2014	Plumming and irrigation items	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 93.04
6705	06/12/2014	Landscaping tools	600-1XX-5-J1-9902008	799/ CS, Maint, Admin Equipment/	\$ 193.12
6786	06/26/2014	Facility Repair supplies	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 675.35
Vendor Home Depot Credit Services Total:					\$ 961.51
Vendor: Insight- Public Sector					
6746	06/12/2014	Adobe Acrobat XI Pro License	600-1XX-5-J1-9909053	875/ Phone-Comm-Software Upg/	\$ 1,393.80
6746	06/12/2014	Adobe Acrobat XI Pro Upgrade License	600-1XX-5-J1-9909053	875/ Phone-Comm-Software Upg/	\$ 1,240.80
Vendor Insight- Public Sector Total:					\$ 2,634.60
Vendor: Interior Plant Designs					
6787	06/26/2014	Indoor Plant Services	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 195.00
Vendor Interior Plant Designs Total:					\$ 195.00
Vendor: Iron Mountain Records Mgmt Inc					
6788	06/26/2014	Annual Destruction of Documents	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 908.25
Vendor Iron Mountain Records Mgmt Inc Total:					\$ 908.25
Vendor: Jaqua & Sons					
6747	06/12/2014	Arizona river rock (20 skips) or (2 truck	600-1XX-5-J1-9909068	Prop 1B- Multiple Projects	\$ 1,265.49
Vendor Jaqua & Sons Total:					\$ 1,265.49

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Vendor: Johnstone Supply					
6748	06/12/2014	Burner control module (Cyclone)	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 201.82
Vendor Johnstone Supply Total:					\$ 201.82
Vendor: Judy Vaccaro					
6706	06/12/2014	Travel Reimbursement, APTA Legislativ	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 166.95
Vendor Judy Vaccaro Total:					\$ 166.95
Vendor: Kingsbury Uniforms, Inc.					
6749	06/12/2014	Ladies CArdigan Sweater/ Navy/ XXL/ f	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 37.75
6749	06/12/2014	Ladies Silk Interlock Cardigan/ Navy/ X	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.25
6749	06/12/2014	Ladies Endeavor JAcket/ Insignia Bl/ M	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 46.00
6749	06/12/2014	L Pocketless Pique Polo/ Blk/ XXL/ MD	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.25
6749	06/12/2014	Ladies Cardigan Sweater / Grey / LG/ f	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 36.00
6749	06/12/2014	Ladies Text Polo / Peacock / Med / M	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 22.00
6749	06/12/2014	Bobby Button Down Shirt/ Blk/ LG/ CL	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 43.00
6749	06/12/2014	Ladies stain resistant twill shirt/ Blk / L	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 25.00
6749	06/12/2014	Ladies Text Polo / Regatta Bl / Med / f	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 22.00
6749	06/12/2014	L Stain Resistant Polo / Celadon Bl/ X	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 17.75
6749	06/12/2014	Ladies Cardigan Sweater/ Grey/ XXL/ C	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 153.18
6749	06/12/2014	Ladies Text Polo/ Regatta Bl/ XXL/ DT	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 23.50
6749	06/12/2014	LADies Pique Polo/ White / XXL/ DT	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.25
6749	06/12/2014	Ladies Nootka JAcket / Graphite Blk/ X	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 68.25
6749	06/12/2014	Ladies R-Tek Fleece Vest/ Light BL/ X	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 26.25
6749	06/12/2014	Nike Golf Polo/ Fr BL / LG / Dietter	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 45.75
6749	06/12/2014	Ogio Pearl / Bl Ribbon/ XXL/ WW	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 40.25
6749	06/12/2014	Ladies Text Polo/ Peacock/ XXL/ DT	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 23.50
6749	06/12/2014	Ladies Nootka Jacket/ Regatta Bl/ SM/	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 66.75
6749	06/12/2014	Port Auth.Ladies EZCot Pique Polo/ Iro	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 20.75
6749	06/12/2014	Ogio Pearl/ Bl Ribbion/ XL/ TC	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 39.00
6749	06/12/2014	Ladies Microfleece Jacket/ True Navy	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 22.00
6749	06/12/2014	Ladies Cardigan Sweater/ Blk/ XL/ TC	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 36.00
6749	06/12/2014	Ladies Ottoman Performance Polo/ So	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 21.25
6749	06/12/2014	Port Auth. Ladies challenger Jacket/ Bl	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 40.50
6749	06/12/2014	Tattersall EZ Care Shirt/ Blu Navy/ LG /	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 27.75
6749	06/12/2014	L silk Interlock CArdigan/ Blk/ MED/ AF	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.25
6749	06/12/2014	L Pocketless Poque Polo / Royal/ XXL/	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.25
6749	06/12/2014	Ladies Endeavor Jacket / Insignia Bl/ M	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 46.00
6749	06/12/2014	Tattersall EZ Care Shirt/ Navy white / L	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 27.75
6749	06/12/2014	Ladies Silk Interlock Cardi / Blk / Med /	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.50
6749	06/12/2014	stain resistanat twill shirt/ Steel Grey/	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 25.00
6749	06/12/2014	Dobby Button Down shirt/ M Bl/ LG / C	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 43.00
6749	06/12/2014	Ladies 3/4 Sleeve / Royal / Med / FT	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 19.50
6749	06/12/2014	Ladies Pique Knit Polo/ White/ Med / f	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 18.00
6749	06/12/2014	LADies Fleece Vest/ Winter White / M	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 20.75
6749	06/12/2014	Ladies Pique Knit Polo/ Royal / Med / f	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 18.00
6749	06/12/2014	Ladies Pique Knit Polo/ Turquoise/ Me	100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grant	\$ 18.00
Vendor Kingsbury Uniforms, Inc. Total:					\$ 1,255.93
Vendor: KioskPros, Inc.					
6753	06/12/2014	19" Touch-Screen Monitor	600-1XX-5-J1-9902008	799/ CS, Maint, Admin Equipment/	\$ 694.38
Vendor KioskPros, Inc. Total:					\$ 694.38
Vendor: L.A. County Waterworks					
6789	06/26/2014	Utilities- Water 4/15/14-6/12/14	100-2FF-5-G1-9401024	Utilities - Water	\$ 259.70
6789	06/26/2014	Utilities- Water 4/15/14-6/12/14	100-2FF-5-G1-9401024	Utilities - Water	\$ 338.27

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6789	06/26/2014	Utilities- Water 4/15/14-6/12/14	100-2FF-5-G1-9401024	Utilities - Water	\$ 470.87
Vendor L.A. County Waterworks Total:					\$ 1,068.84
Vendor: LA County Sheriff Dept					
6790	06/26/2014	Security Services- April 2014	100-2FF-5-G1-9401032	Security Services-Sheriff's Deputy	\$ 7,905.26
Vendor LA County Sheriff Dept Total:					\$ 7,905.26
Vendor: La Prensa Popular, Llc					
6754	06/12/2014	La Prensa Advertisement for TRANSp	100-5CS-5-G1-9501003	Marketing	\$ 1,020.00
Vendor La Prensa Popular, Llc Total:					\$ 1,020.00
Vendor: Lamar Companies					
6755	06/12/2014	Billboard Campaign Power ON	100-5CS-5-G1-9501003	Marketing	\$ 2,500.00
6791	06/26/2014	Billboard Campaign Power ON	100-5CS-5-G1-9501003	Marketing	\$ 2,500.00
Vendor Lamar Companies Total:					\$ 5,000.00
Vendor: Lancaster Chamber of Commerce					
6756	06/12/2014	Lancaster Chamber of Commerce Char	100-5CS-5-G1-9501003	Marketing	\$ 2,500.00
Vendor Lancaster Chamber of Commerce Total:					\$ 2,500.00
Vendor: Len Engel					
6707	06/12/2014	Travel Reimbursement- Roadeo- Victo	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 142.04
Vendor Len Engel Total:					\$ 142.04
Vendor: McMaster-Carr Supply Co.					
6757	06/12/2014	Transponder batteries	600-1XX-5-J1-9902008	799/ CS, Maint, Admin Equipment/	\$ 168.06
Vendor McMaster-Carr Supply Co. Total:					\$ 168.06
Vendor: MJS Construction					
6792	06/26/2014	Construction for Lancaster BSIP Phase	600-1XX-5-J1-9909059	968/ Regional Bus Stop Amenities/	\$ 24,552.48
Vendor MJS Construction Total:					\$ 24,552.48
Vendor: Mobile Relay Associates					
6758	06/12/2014	Commuter air time	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 1,213.60
Vendor Mobile Relay Associates Total:					\$ 1,213.60
Vendor: Moore & Associates					
6793	06/26/2014	Mobility Management- Year 3-	100-1ZZ-5-J1-9902035	37-X100/JARC-Mobility Managemen	\$ 19,377.07
6793	06/26/2014	Coach Operator Audits- Seventh Instal	100-1EX-5-G1-9501013	Consulting Fees	\$ 5,808.00
Vendor Moore & Associates Total:					\$ 25,185.07
Vendor: Motion Industries					
6708	06/12/2014	O-Rings	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 2.73
Vendor Motion Industries Total:					\$ 2.73
Vendor: Network Hardware Resale					
6759	06/12/2014	Cisco 2821 Router w/ Security Bundle	600-1XX-5-J1-9909068	Prop 1B- Multiple Projects	\$ 693.71
Vendor Network Hardware Resale Total:					\$ 693.71
Vendor: OPSEC Specialized Protection					
6760	06/12/2014	Unarmed Security Officer May 2014	100-2FF-5-G1-9401032	Security Services-Sheriff's Deputy	\$ 4,585.00
Vendor OPSEC Specialized Protection Total:					\$ 4,585.00
Vendor: Our Weekly Publications					
6761	06/12/2014	RFP Advertiment for Fare Analysis	100-3FS-5-G1-9501002	Classified Advertising	\$ 272.00
6761	06/12/2014	RFP advertisement for Audit Services	100-3FS-5-G1-9501002	Classified Advertising	\$ 323.00
6761	06/12/2014	RFP Advertiment for Hazard Mitigatio	100-3FS-5-G1-9501002	Classified Advertising	\$ 238.00



Payment Num	Payment Date	Description (Item)	Account Number	Account Name	Amount
Vendor Our Weekly Publications Total:					\$ 833.00
Vendor: Palmdale Community Foundation					
6794	06/26/2014	Public Art Project in Palmdale - AVTA F100-5CS-5-G1-9501003		Marketing	\$ 1,000.00
Vendor Palmdale Community Foundation Total:					\$ 1,000.00
Vendor: Palmdale Foundation of Education and Business					
6762	06/12/2014	Palmdale Education Golf Cart Sponsor:100-5CS-5-G1-9501003		Marketing	\$ 500.00
Vendor Palmdale Foundation of Education and Business Total:					\$ 500.00
Vendor: Palmdale Trophy					
6709	06/12/2014	Engraved Signage	100-3FS-5-G1-9501009	Office Supplies	\$ 26.16
Vendor Palmdale Trophy Total:					\$ 26.16
Vendor: Pinnacle Petroleum Inc					
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 26,120.04
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 25,958.26
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 16,710.07
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 10,866.26
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 26,228.78
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 25,375.27
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 25,940.13
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 24,817.36
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 26,409.40
6763	06/12/2014	Fuel, May 2014	100-2FF-5-G1-9201003	Fuel & Lubricants	\$ 26,557.50
Vendor Pinnacle Petroleum Inc Total:					\$ 234,983.07
Vendor: Quartz Hill Chamber of Com					
6795	06/26/2014	Quartz Hill Chamber Annual Membersh	100-1EX-5-G1-9501006	Memberships	\$ 150.00
Vendor Quartz Hill Chamber of Com Total:					\$ 150.00
Vendor: R.C. Becker and son, Inc.					
6764	06/12/2014	City of Palmdale Permit Reimburseme	600-1XX-5-J1-9909059	968/ Regional Bus Stop Amenities/	\$ 614.91
Vendor R.C. Becker and son, Inc. Total:					\$ 614.91
Vendor: Richards, Watson & Gershon					
6710	06/12/2014	Board Meeting Attendance- April 2014	100-1EX-5-G1-9501005	Legal Services	\$ 1,268.50
6710	06/12/2014	Subpoena- April 2014	100-1EX-5-G1-9501005	Legal Services	\$ 1,679.00
6796	06/26/2014	Conflict of Interest Memo	100-1EX-5-G1-9501005	Legal Services	\$ 4,806.50
6796	06/26/2014	General Counsel Services	100-1EX-5-G1-9501005	Legal Services	\$ 8,574.03
Vendor Richards, Watson & Gershon Total:					\$ 16,328.03
Vendor: Robert Keys					
6711	06/12/2014	Travel Reimbursement- Avail Meeting	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 636.40
Vendor Robert Keys Total:					\$ 636.40
Vendor: RZ Radio LLC					
6765	06/12/2014	Transporter McBean Expanded and El	100-2FF-5-G1-9501011	TRANSporter service	\$ 960.00
6765	06/12/2014	Transporter McBean Expanded Service	100-5CS-5-G1-9501003	Marketing	\$ 560.00
Vendor RZ Radio LLC Total:					\$ 1,520.00
Vendor: SHI- Software Hardware Integration					
6766	06/12/2014	APC SYPM4KP Power Module	600-1XX-5-J1-9902008	799/ CS, Maint, Admin Equipment/	\$ 3,240.92
Vendor SHI- Software Hardware Integration Total:					\$ 3,240.92
Vendor: SignWarehouse, Inc.					
6767	06/12/2014	3M CONTROLTAC V3 48" X 150 FT	100-5CS-5-G1-9501018	Printing Services	\$ 1,402.00

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6767	06/12/2014	ORAGUARD 290 54X150 GLOSS CAST L	100-5CS-5-G1-9501018	Printing Services	\$ 525.00
6767	06/12/2014	PJ/VJ ECO ULTRA INK MAGENTA (MSI	100-5CS-5-G1-9501018	Printing Services	\$ 134.00
6767	06/12/2014	PJ/VJ ECO ULTRA INK YELLOW (MSI	100-5CS-5-G1-9501018	Printing Services	\$ 147.00
6767	06/12/2014	VJ-1204 MAINTENANCE KIT	100-5CS-5-G1-9501018	Printing Services	\$ 195.90
6767	06/12/2014	ORAGUARD 290 54X150 GLOSS CAST L	100-5CS-5-G1-9501018	Printing Services	\$ 525.00
Vendor SignWarehouse, Inc. Total:					\$ 2,928.90
Vendor: Sinclair Printing Company					
6768	06/12/2014	Local Transit Schedules	100-5CS-5-G1-9501018	Printing Services	\$ 3,196.97
Vendor Sinclair Printing Company Total:					\$ 3,196.97
Vendor: Southern California Edison					
6712	06/12/2014	Utilities- Electricity,4/21/14-5/20/14	100-2FF-5-G1-9401021	Utilities - Electricity	\$ 3,660.10
6797	06/26/2014	Utilities- Electricity, 5/20/14-6/19/14	100-2FF-5-G1-9401021	Utilities - Electricity	\$ 5,871.08
Vendor Southern California Edison Total:					\$ 9,531.18
Vendor: Standard Insurance Company					
6714	06/12/2014	Vision Insurance (EE Portion), June 20	100-000-2-B1-4011016	Accrued Vision - EE	\$ 123.18
6714	06/12/2014	Vision Insurance (ER Portion), June 20	100-1ZZ-5-G1-9701616	Vision - ER	\$ 430.90
6714	06/12/2014	Dental Insurance (EE Portion), June 20	100-000-2-B1-4011014	Accrued Dental - EE	\$ 648.74
6714	06/12/2014	Dental Insurance (ER Portion), June 20	100-1ZZ-5-G1-9701614	Dental - ER	\$ 2,140.34
Vendor Standard Insurance Company Total:					\$ 3,343.16
Vendor: Standard Insurance Company					
6713	06/12/2014	Life	100-1ZZ-5-G1-9701811	Group Life - FT	\$ 239.58
6713	06/12/2014	STD	100-1ZZ-5-G1-9701812	Short-term Disability - FT	\$ 1,264.16
6713	06/12/2014	LTD	100-1ZZ-5-G1-9701813	Long-term Disability	\$ 784.04
6713	06/12/2014	AD & D	100-1ZZ-5-G1-9701814	AD & D	\$ 92.54
6798	06/26/2014	Life	100-1ZZ-5-G1-9701811	Group Life - FT	\$ 239.58
6798	06/26/2014	STD	100-1ZZ-5-G1-9701812	Short-term Disability - FT	\$ 1,264.16
6798	06/26/2014	LTD	100-1ZZ-5-G1-9701813	Long-term Disability	\$ 784.04
6798	06/26/2014	AD & D	100-1ZZ-5-G1-9701814	AD & D	\$ 92.54
Vendor Standard Insurance Company Total:					\$ 4,760.64
Vendor: Strategies					
6769	06/12/2014	Consulting for May	100-3FS-5-G1-9501027	Employment Screening/ Audits	\$ 100.00
Vendor Strategies Total:					\$ 100.00
Vendor: TCW Systems, Inc.					
6770	06/12/2014	Airt time for June	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 500.00
6770	06/12/2014	radio programing for electric bus	600-1XX-5-J1-9909081	Electric buses / Accessories / Meas	\$ 127.50
Vendor TCW Systems, Inc. Total:					\$ 627.50
Vendor: Tennant Sales and Serv Co.					
6771	06/12/2014	Contoller, PC board	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 237.62
Vendor Tennant Sales and Serv Co. Total:					\$ 237.62
Vendor: The Customer Service Experts					
6772	06/12/2014	CPOS Reimbursement- May 2014	100-3FS-5-G1-9501037	Sales Expense for CPOS	\$ 50.00
Vendor The Customer Service Experts Total:					\$ 50.00
Vendor: The Gas Company					
6715	06/12/2014	Utilities- Gas 4/22/14-5/21/14	100-2FF-5-G1-9401022	Utilities - Gas	\$ 1,316.09
Vendor The Gas Company Total:					\$ 1,316.09
Vendor: Time Warner Cable Business Class					
6799	06/26/2014	Internet Service, 6/13/14-7/12/14	100-2FF-5-G1-9501017	Telephone & Fax	\$ 1,440.00

ATTACHMENT CC 3.C

Expense Approval Report
 Antelope Valley Transit Authority
 Payment Dates 6/1/2014 - 6/30/2014



Payment Nur	Payment Dat	Description (Item)	Account Number	Account Name	Amount
6799	06/26/2014	Cable Services, 6/11/14-7/10/14	100-2FF-5-G1-9501017	Telephone & Fax	\$ 242.39
Vendor Time Warner Cable Business Class Total:					\$ 1,682.39

Vendor: United Parcel Service

6716	06/12/2014	Shipping	100-3FS-5-G1-9501010	Postage and delivery services	\$ 165.15
Vendor United Parcel Service Total:					\$ 165.15

Vendor: UNUM Life Insurance Co of Amer

6800	06/26/2014	Long Term Care (EE Portion), July 2014	100-000-2-B1-4011024	Accrued LTC - EE	\$ 209.10
6800	06/26/2014	Long Term Care (ER Portion), July 2014	100-1ZZ-5-G1-9702618	Long-term Care - ER	\$ 526.80
Vendor UNUM Life Insurance Co of Amer Total:					\$ 735.90

Vendor: US Bank

6717	06/12/2014	K. Darr- Registration- APTA Board Supr	100-000-1-A1-0401004	Prepaid - Miscellaneous/Tap Cards	\$ 645.00
6717	06/12/2014	J. Mortis- Lodging for APTA Bus and Pa	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 751.96
6717	06/12/2014	W. Jones- Staff Training- Harrassment,	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 551.30
6717	06/12/2014	L. Engel- Lodging for APTA Bus and Par	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 564.41
6717	06/12/2014	L. Engel, C. Konisek, J. Austin- AVBOT E	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 135.00
6717	06/12/2014	M. Perry- Lodging for APTA Bus and Pa	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 564.41
6717	06/12/2014	D. Aragon- Lodging- Title IV workshop	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 177.10
6717	06/12/2014	D. Cason- Picture frams for Director pf	100-3FS-5-G1-9501009	Office Supplies	\$ 78.45
6717	06/12/2014	W. Williams- Trumpia Service Renewal	100-5CS-5-G1-9501003	Marketing	\$ 576.00
6717	06/12/2014	N. Pitkin- Power- On T shirts	100-5CS-5-G1-9501018	Printing Services	\$ 988.63
6717	06/12/2014	V. McLaughlin- Vendor Lunch- Health f	100-5CS-5-G1-9501029	Miscellaneous Special Events	\$ 119.79
6717	06/12/2014	L. Block- Print plan sheets for Server R	100-1XX-5-J1-9909068	Prop 1B- Multiple Projects	\$ 136.06
6717	06/12/2014	J. Austin- Shuttle APTA Bus and Paratr	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 54.00
6717	06/12/2014	J. Austin- Lodging0 APTA Bus and Para	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 740.52
6717	06/12/2014	J. Austin- Meal (3) APTA Bus and Parat	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 72.14
6717	06/12/2014	J. Austin- Business Lunch- Donna DeMi	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 32.65
6717	06/12/2014	J. Austin- Meals (2)APTA Bus and Parat	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 53.54
6717	06/12/2014	J. Austin- Meal (3) APTA Bus and Parat	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 61.28
6717	06/12/2014	L. Block- Lodging FTA Triennial Worksh	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 153.72
6717	06/12/2014	J. Austin- Shuttle- APTA Bus and Paratr	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 34.10
6717	06/12/2014	J. Austin- Airport Parking- APTA Confer	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 55.00
6717	06/12/2014	J. Austin- Meal- APTA Bus and Paratrar	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 9.17
6717	06/12/2014	J. Austin- Meal- APTA Bus and Paratrar	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 13.27
6717	06/12/2014	C. Konisek- Lodging FTA Triennial Worl	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 153.72
6717	06/12/2014	J. Austin- Business Lunch- J. Goldman I	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 25.60
6717	06/12/2014	J. Austin- BYD Tour Lunch	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 58.56
6717	06/12/2014	J. Austin- Taxi fares- APTA Bus and Par	100-1EX-5-G1-9501019	Travel, Trainings & Meetings	\$ 60.81
6717	06/12/2014	J. Austin- Fuel for AVTA provided vehic	100-1EX-5-G1-9501034	Other General &Administration Exp	\$ 41.48
Vendor US Bank Total:					\$ 6,907.67

Vendor: Van Scoyoc

6801	06/26/2014	Retainer- May 2014	100-1EX-5-G1-9501013	Consulting Fees	\$ 4,000.00
Vendor Van Scoyoc Total:					\$ 4,000.00

Vendor: Veolia Transportation

6720	06/12/2014	Pass through- Customer Service Reps.-	100-2FF-5-G1-9001009	Contract Services - Other Pass Thro	\$ 8,777.40
6720	06/12/2014	Pass through- Route 7 Back Up- April	100-2FF-5-G1-9001013	Contract Services- Local & Commut	\$ 447.44
6720	06/12/2014	Pass through-Travel Training	100-1ZZ-5-J1-9902035	37-X100/JARC-Mobility Managemel	\$ 20.05
6720	06/12/2014	Pass through- Additional Hours- Transp	100-2FF-5-G1-9001013	Contract Services- Local & Commut	\$ 2,496.34
6720	06/12/2014	Pass through- Hiro's Transmission	600-1XX-5-J1-9909047	875/ Rehab Transit/Commuter 40 F	\$ 1,966.58
6720	06/12/2014	Pass through- Battery for AVTA vehicle	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 197.24
6720	06/12/2014	Pass through- Tires- Electric Bus	600-1XX-5-J1-9909080	Electric Buses /Demonstration/LA	\$ 5,360.52
6720	06/12/2014	Pass through- Tires for Maintenance tr	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 138.30
6720	06/12/2014	Local Ops and Maintenance-April 2014	100-2FF-5-G1-9001013	Contract Services- Local & Commut	\$ 879,267.67

ATTACHMENT CC 3.C

Expense Approval Report
 Antelope Valley Transit Authority
 Payment Dates 6/1/2014 - 6/30/2014



Payment Number	Payment Date	Description (Item)	Account Number	Account Name	Amount
6720	06/12/2014	Commuter Ops and Maintenance-April	100-2FF-5-G1-9001013	Contract Services- Local & Commut	\$ 137,185.05
6720	06/12/2014	Local & Commuter Liquidated Damage:	100-2FF-5-G1-9001013	Contract Services- Local & Commut	\$ (5,500.00)
6720	06/12/2014	Pass Through- Zonar	100-2FF-5-G1-9401035	Z059/ Preventative Maintenance/ 1	\$ 403.35
6802	06/26/2014	Payment of Liberty Mutual funds recei	100-000-4-D1-6201004	Other Non-Transportation Revenue	\$ 794.50
Vendor Veolia Transportation Total:					\$ 1,031,554.44
Vendor: Verizon California					
6721	06/12/2014	Phone Services, 5/13/14 - 6/12/14	100-2FF-5-G1-9501017	Telephone & Fax	\$ 520.22
Vendor Verizon California Total:					\$ 520.22
Vendor: Vinsa Insurance Associates					
6803	06/26/2014	Workers Compensation	100-000-1-A1-0401003	Prepaid Workers' Compensation	\$ 62,066.00
6803	06/26/2014	Busines Auto	100-000-1-A1-0401000	Prepaid - Insurance	\$ 17,822.00
6803	06/26/2014	D&O/EPLI- Renewal Policy	100-000-1-A1-0401000	Prepaid - Insurance	\$ 17,305.00
6803	06/26/2014	Gen. Liability, Inland marine, Commer	100-000-1-A1-0401000	Prepaid - Insurance	\$ 80,860.00
6803	06/26/2014	Umbrella	100-000-1-A1-0401000	Prepaid - Insurance	\$ 70,578.00
6803	06/26/2014	Commercial Property	100-000-1-A1-0401000	Prepaid - Insurance	\$ 67,855.00
6803	06/26/2014	Commercial Property	100-000-1-A1-0401000	Prepaid - Insurance	\$ 3,644.00
6803	06/26/2014	Crime Policy	100-000-1-A1-0401000	Prepaid - Insurance	\$ 5,964.00
6803	06/26/2014	Cyber Liability	100-000-1-A1-0401000	Prepaid - Insurance	\$ 1,135.20
Vendor Vinsa Insurance Associates Total:					\$ 327,229.20
Vendor: Vision Solutions					
6804	06/26/2014	DoubleTake Availability 1 Year Mainte	100-2FF-5-G1-9401012	I.T.--Software Agreements/Licenses	\$ 2,796.00
Vendor Vision Solutions Total:					\$ 2,796.00
Vendor: Waste Management					
6722	06/12/2014	Utilities- Waste, May 2014	100-2FF-5-G1-9401023	Utilities - Waste	\$ 615.54
6805	06/26/2014	Utilities- Waste, June 2014	100-2FF-5-G1-9401023	Utilities - Waste	\$ 615.54
Vendor Waste Management Total:					\$ 1,231.08
Vendor: Witts					
6806	06/26/2014	Office Supplies/Blanket	100-3FS-5-G1-9501009	Office Supplies	\$ 209.22
6806	06/26/2014	Office Furniture	100-000-5-G1-9401027	CSAC Fund	\$ 825.51
6806	06/26/2014	Office Furniture	100-000-5-G1-9401027	CSAC Fund	\$ 3,031.51
6806	06/26/2014	Office Furniture	100-000-5-G1-9401027	CSAC Fund	\$ 1,430.52
6806	06/26/2014	Office Supplies- June 2014	100-3FS-5-G1-9501009	Office Supplies	\$ 73.24
6806	06/26/2014	Office Supplies- June 2014	100-3FS-5-G1-9501009	Office Supplies	\$ 115.85
6806	06/26/2014	Office Supplies- June 2014	100-3FS-5-G1-9501009	Office Supplies	\$ 129.70
Vendor Witts Total:					\$ 5,815.55
Vendor: Xerox Corporation					
6723	06/12/2014	Meter Usage, 4/29/14 - 5/28/14	100-2FF-5-G1-9401005	Facility Maintenance - Outside Serv	\$ 161.18
Vendor Xerox Corporation Total:					\$ 161.18
Grand Total:					\$ 1,964,021.56



STATEMENT OF NET POSITION

	As of May 31, 2014	As of June 30, 2013
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 25,732,028	\$ 17,332,141
Due from other governments	1,043,294	2,973,322
Other receivables	154,587	252,176
Inventory	271,215	319,953
Prepaid items	35,273	9,614
Total Current Assets	<u>27,236,397</u>	<u>20,887,205</u>
NONCURRENT ASSETS		
Capital assets, net of depreciation	<u>48,713,687</u>	<u>50,781,434</u>
Total Assets	<u>75,950,084</u>	<u>71,668,639</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	2,707,472	1,677,275
Due to Federal Transit Administration	-	4,371
Accrued payroll	(35,333)	74,204
Compensated absences	259,521	264,642
Deferred Revenue - Prop 1B	3,126,153	2,778,767
Other Liabilities	-	-
Total Current Liabilities	<u>6,057,813</u>	<u>4,799,260</u>
Deferred inflows of resources		
Unearned Revenue	266,141	30,000
Total Liabilities	<u>6,323,954</u>	<u>4,829,260</u>
NET POSITION		
Invested in Capital Assets	48,713,687	50,781,434
Restricted for Capital Acquisition	4,446,136	4,434,485
Unrestricted	16,466,307	11,623,461
Total Net Assets	<u>\$ 69,626,130</u>	<u>\$ 66,839,380</u>



STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

	For the 11 Months ending May 31, 2014	For the 12 Months ending June 30, 2013
OPERATING REVENUES		
Charges for services:		
Passenger fares	\$ 4,532,943	\$ 4,832,800
Total operating revenues	<u>4,532,943</u>	<u>4,832,800</u>
OPERATING EXPENSES		
Purchased transportation services:		
Outside transit contract	11,722,575	12,318,390
Fuel	2,541,185	2,819,513
Other operating costs	1,835,884	824,123
General and administrative	2,925,352	4,062,047
Depreciation	4,714,456	4,519,585
Total operating expenses	<u>23,739,453</u>	<u>24,543,658</u>
Operating gain/(loss)	<u>(19,206,510)</u>	<u>(19,710,858)</u>
NONOPERATING REVENUES/(EXPENSES)		
Interest Income	9,329	12,421
Local operating grants	7,688,677	9,653,042
Federal operating grants	6,713,942	8,358,434
Member agency contributions	3,206,300	3,524,379
Capital expenses	(585,820)	(397,681)
Gain/(Loss) on sale of capital assets	7,110	(38,462)
Other	322,377	358,371
Total nonoperating revenues and expenses	<u>17,361,916</u>	<u>21,470,504</u>
Gain/(Loss) before capital contributions	<u>(1,844,594)</u>	<u>1,759,646</u>
CAPITAL CONTRIBUTIONS		
Capital grants	4,170,449	16,444,223
Member contributions	460,896	-
Total capital contributions	<u>4,631,345</u>	<u>16,444,223</u>
NET CHANGE IN NET ASSETS	2,786,750	18,203,869
NET ASSETS, BEGINNING OF PERIOD	<u>66,839,380</u>	<u>48,635,511</u>
NET ASSETS, END OF PERIOD	<u>\$ 69,626,130</u>	<u>\$ 66,839,380</u>



STATEMENT OF CASH FLOWS

	For the 11 Months ending May 31, 2014	For the 12 Months ending June 30, 2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	4,532,943	4,832,799
Non-operating miscellaneous revenue received	322,377	358,371
Cash payments to suppliers for goods and services	(17,294,977)	(17,610,499)
Cash payments to employees for services	(114,658)	(3,325,535)
Net cash used in operating activities	<u>(12,554,315)</u>	<u>(15,744,865)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Operating grants received	15,430,172	17,052,634
Contributions received from member agencies	3,206,300	2,530,732
Net cash provided by non-capital financing activities	<u>18,636,472</u>	<u>19,583,366</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition of capital assets	(2,646,709)	(14,245,099)
Proceeds received from sale of capital assets	7,110	(38,462)
Capital grants received	5,072,923	16,553,655
Capital expenses	(585,820)	(397,681)
Capital contributions received from member agencies	460,896	(235,599)
Net cash used in capital and related financing activities	<u>2,308,401</u>	<u>1,636,815</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest received	9,329	12,421
Net cash provided by investing activities:	<u>9,329</u>	<u>12,421</u>
Net increase/(decrease) in cash and cash equivalents	8,399,887	5,487,737
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>17,332,141</u>	<u>11,844,405</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>25,732,028</u></u>	<u><u>17,332,141</u></u>



STATEMENT OF CASH FLOWS

	For the 11 Months ending May 31, 2014	For the 12 Months ending June 30, 2013
Reconciliation of operating income (loss) to net cash used in operating activities (Indirect Method):		
Operating Loss	(19,206,510)	(19,710,859)
Adjustments to Net Cash used in Operating Activities		
Depreciation	4,714,456	4,519,585
Miscellaneous income	322,377	358,371
(Increase) decrease in other receivables	97,589	(14,486)
(Increase) decrease in inventory	48,737	35,739
(Increase) decrease in prepaid items	(25,659)	51,017
Increase (decrease) in accounts payable	1,030,197	(921,753)
Increase (decrease) in due to Federal Transit Administratio	(4,371)	(74,829)
Increase (decrease) in accrued payroll	(109,537)	7,795
Increase (decrease) in compensated absences payable	(5,121)	23,938
Increase (decrease) in other liabilities	-	-
Increase (decrease) in deferred revenue	583,526	(19,383)
Net Cash used in operating activities	<u>(12,554,315)</u>	<u>(15,744,865)</u>

Notes

- 1 This set of basic financial statements is prepared on an interim basis and is unaudited.
- 2 For purposes of reasonable projections, depreciation expense and accumulated depreciation of fixed assets are estimates based on average monthly activity during FY13. The difference between estimates used and the actual depreciation expense when determined will be reflected in subsequent financial statements.
- 3 Please see the Treasury Report for additional highlights on cash & equivalents, payroll and expenditures.

ATTACHMENT CC 3.E

**ANTELOPE VALLEY TRANSIT AUTHORITY
BUDGET VERSUS ACTUAL INCOME STATEMENT
MAY 2014 AND YEAR TO DATE**

REVENUE	MID-YEAR BUDGET - YTD	MAY ACTUAL	YTD ACTUAL	YTD VARIANCE
Fare Revenue	\$ 4,631,873	\$ 455,961	\$ 4,532,943	\$ (98,930)
MTA Funds	7,218,815	703,808	7,688,677	469,862
FTA Funds	5,918,598	448,363	6,713,942	795,344
Jurisdictional Contributions	3,014,642	262,141	3,027,876	13,234
TRANSporter	172,202	16,000	178,424	6,222
Other (SCE Rebates, Adv.)	290,521	83,072	338,817	48,296
TOTAL REVENUE	21,246,651	1,969,345	22,480,679	1,234,028
EXPENDITURES				
Contract Services	11,818,525	1,134,299	11,722,575	95,950
Fuel	3,027,864	234,983	2,541,185	486,679
Other Operating	1,314,633	43,169	645,213	669,420
Salaries and Wages	2,257,921	180,033	2,087,349	170,572
Benefits	932,264	74,181	841,578	90,686
Legal	137,456	2,948	139,398	(1,942)
Consulting	529,703	(196,416)	274,417	255,286
Travel	69,144	4,848	59,197	9,947
IT Maintenance/Licenses	236,620	17,500	207,202	29,418
Utilities	162,643	8,663	156,365	6,278
Admin	447,481	27,185	350,517	96,964
TOTAL EXPENDITURES	20,934,254	1,531,393	19,024,996	1,909,258
INCOME(LOSS)	312,397	437,952	3,455,683	3,143,286

*DEPRECIATION EXPENSES EXCLUDED IN THE REPORT



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: Financial Reports for June and July 2014

RECOMMENDATION

Receive and file the Treasurer's Report for the month ended June 30, 2014 (Attachment A); the Payroll History Report for the three months ended July 31, 2014 (Attachment B); the Cash Disbursements Report for the month ended July 31, 2014 (Attachment C); the Interim Financial Statements for the 12 months ended June 30, 2014 (Attachment D); and the Fiscal Year-to-Date Budget versus Actual Report for the 12 months ended June 30, 2014 (Attachment E).

FISCAL IMPACT

Payroll: July payroll of \$184,990 represents an increase of \$2,414 or 1.3% higher than the prior month's salary expense.

Expenditures: \$1,552,955

Interim Financial Statements: Change in Net Assets: \$3,633,249, which includes depreciation expense of \$5,131,937.

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Finance prepares the Treasurer's Report, Payroll History Report, Expenditure Report, Interim Financial Report and Budget versus Actual report, and submits them to the Executive Director/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 July 2014, exclusive of benefits, payroll taxes and service charges, is shown below:

Payroll Period	Amount	Journal #
06/29/14-07/12/14	\$92,158.35	PYPKT00558
07/13/14-07/26/14	\$92,831.24	PYPKT00560
Gross Pay Jul, 2014	\$184,989.59	

The increase of \$2,414 in payroll from June to July was attributable to salary and wage adjustments from the classification and compensation study, including retroactive adjustments to June 1.

Total expenditures for July were \$1,552,955. Large items included Veolia (May invoice - \$1,010,057), Pinnacle Petroleum, Inc. (June fuel - \$205,273), Avail Technologies (ITS project - \$86,662), Trapeze Software Group, Inc. (software license - \$45,550) and TransTrack (software license - \$32,130). These items comprise 88.8% of total expenditures for July 2014.

Anthem Blue Cross, AVTA's health care provider, rebated a portion of the staff's 2013 health insurance premiums, as required by the Affordable Care Act (ACA). The ACA requires insurers and health care plans to rebate part of the Small Group medical premiums received in a calendar year if the insurer does not spend at least 80% of the premiums on health care services (doctors, hospital bills or patient safety, for example). No more than 20% of premiums received may be spent on administrative costs. Since Anthem Blue Cross fell short of the 80%/20% requirement by 0.20% of received premiums, Blue Cross was obligated to rebate 0.20% of the total health insurance premiums paid by AVTA. In turn, AVTA passed the rebate on by issuing checks totaling \$744.67 to employees; these checks were aggregated into one line item in the Cash Disbursements Report.

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

Register Date	Amount
07/01 - 07/31/14	\$1,552,955

As of June 2014, the total cash per the general ledger is \$25,275,465. After deducting restricted funds, the operating cash balance is \$8,699,469. The net of accounts receivable and accounts payable is projected to be a net use of cash of (\$1,319,867); the total expected cash available for operations in the next 30 days is \$7,379,602. The available cash is equal to 2.5 times the Authority's minimum cash balance target of \$3 million.

BUDGET TO ACTUAL NARRATIVE

Attachment E – Budget to Actual Report (BTAR) shows the unaudited results for the fiscal year ended June 30, 2014.

Net operating income (net of depreciation) was favorable to budget by \$3.9 million.

Revenues were favorable to budget by \$1.9 million.

Due to a timing issue, preventive maintenance inflows were favorable to budget because draws done in July 2014 were for FY13 transactions. Fare Revenues fell short of the mid-year budget, but still showed a 1.7% increase over FY13.

Expenses were favorable to budget by \$2 million.

Fuel was favorable by \$555,000 for FY14, and expenditures actually decreased by 2.5% due to price fluctuations and the benefits of a full year of hybrid bus operations. The operating expense portion of the JARC program was favorable to budget in FY14 by \$271,000, a timing variance as the program picks up in FY15. Consulting expenses were less than budget due to transfer of grantable expenses and projects delayed until FY15.

FY14 expenses increased 3.89% over the previous year.

Most of the increase is due to contractual increases in purchased transportation, and higher legal fees due to AVTA's obligation to comply with document requests by the district attorney's office. Actual expenses for employee benefits, security services and risk categories all came in under budget, and controllable expenses, such as travel and memberships, were closely managed.

ALIGNMENT WITH FY 2015 BUSINESS PLAN GOALS

OPERATE AN EFFICIENT TRANSIT SYSTEM: Improve financial reporting and increase investment income.

I, Julie M. Austin, Executive Director of AVTA, declare that the attached reports are accurate and correct.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director/Treasurer

Attachments: A – Treasurer's Report for the Month Ended June 30, 2014
B – Payroll History Comparison Report (May - July, 2014)
C – Cash Disbursements Report (July 1, 2014 - July 31, 2014)
D – Interim Financial Statements as of June 30, 2014
E – Budget versus Actual report as of June 30, 2014

ATTACHMENT CC 4.A

ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report
Month Ended June, 2014

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Ending Balance
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Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund (LAIF) - Capital Reserve	\$ 4,948,324.87	\$ -			
Interest (earned quarterly)			\$ 2,729.27		
B of A - Proposition 1B* Restricted Fi	\$ 3,098,718.61	\$ 31,580.00			
Interest earned for the month			\$ 382.94		

* Deferred revenue, recorded as liability until associated expense incurred.

TOTAL CAPITAL RESERVE AND RESTRICTED FUNDS					\$ 8,081,735.69
---	--	--	--	--	------------------------

Wells Fargo CD	\$ 1,000,419.09				
Interest			\$ 15.65		
Wells Fargo - CD Staging	\$ 175,870.76	\$ 162,738.04			
TOTAL OPERATING RESERVE					\$ 1,339,043.54

Payroll, Payable & General Acct	\$ 16,507,944.45				
Operating Accounts Analysis					
Cash Fares		\$ 142,765.41			
Vendor Pass Sales Revenue		\$ 180,798.38			
Federal Grants Revenue		\$ 534,376.00			
MTA Revenue		\$ 682,310.50			
Prop 1B Deferred Revenue received		\$ 127,366.00			
Non-Transportation Revenue		\$ 10,465.36			
Accounts Payable for the Month				\$ (1,964,021.56)	
Employee Net Pay				\$ (134,560.85)	
Employee Taxes				\$ (26,439.16)	
Employee Deductions				\$ (12,629.86)	
Employer Payroll Taxes				\$ (2,716.58)	
CalPERS - AVTA paid				\$ (30,478.51)	
Transfer out to 1B & Operating reserve				\$ (160,702.66)	
Equipment Lease - TAP card sales				\$ (65.06)	
Bank Fees --- Monthly and Quarterly				\$ (476.41)	
Net Operating Funds	\$ 16,507,944.45	\$ 1,678,081.65	\$ (2,332,090.65)		\$ 15,853,935.45

Petty Cash	\$ 750.00
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TOTAL CASH AND INVESTMENTS	\$ 25,275,464.68
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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 and Bank of America. Pending any future actions by the AVTA Board or any and unforeseen catastrophe, AVTA has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by:

Submitted by:

Rong Fitzgibbons
Finance Supervisor

Colby Konisek
Director of Finance

ATTACHMENT CC 4.A.1

**ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report Addendum: Cash Flow Projection
Month Ended June, 2014**

Descriptions	\$ Subtotal	\$ Total
BALANCE FROM TREASURER'S REPORT		\$ 25,275,465
<u>Less Restricted Funds</u>		
Proposition 1B (Deferred Revenue)		(3,130,682)
Capital Reserve		(4,951,054)
Electric Buses		(2,655,217)
Operating Reserve		(1,339,044)
Restricted for Operations		(4,500,000)
UNRESTRICTED CASH		\$ 8,699,468

ACCOUNTS RECEIVABLE AND PAYABLE AS OF JUNE 30, 2014

Add Accounts receivable:

MTA Revenue	209,876	
TRANSporter - LA County	75,835	
Vendor Pass Sales	167,213	
A/R Federal Funding draws	863,386	
	<hr/>	1,316,310

Less Current Payable:

Accounts Payable	1,377,708	
Accrued invoice payable	1,258,470	
	<hr/>	2,636,177

NET INFLOW/(OUT FLOW) OF CASH: (1,319,867)

PROJECTED CASH AVAILABLE IN THE NEXT 30 DAYS: \$ 7,379,601

TOTAL OPERATING CASH MINIMUM TARGET: \$ 3,000,000

Operating Cash Coverage of AVTA Minimum Target: 2.5

ATTACHMENT CC 4.B

ANTELOPE VALLEY TRANSIT AUTHORITY
 PAYROLL HISTORY REPORT
 MAY to JULY, 2014

	May TOTAL	June TOTAL	July TOTAL
<u>NUMBER OF CHECKS</u>	111	74	74
<u>EARNINGS</u>			
Regular Pay	\$ 238,902.72	\$ 161,483.57	\$ 158,667.70
Overtime Pay	508.86	110.94	608.13
Vacation Pay	9,866.48	6,836.85	10,201.92
Sick Pay	8,063.85	10,893.60	2,043.29
Bereavement Pay	777.36	843.30	791.10
Holiday Pay	10,483.09	0.00	9,416.29
Floating Holiday Pay	975.07	734.10	866.60
Retroactive Pay	394.13	99.01	1,576.36
Vacation Cash Out/Bonus Pay	0.00	0.00	0.00
Deferred Income 457	1,364.46	909.64	454.82
Stipend --- Cell phone reimbursements	997.50	665.00	363.38
TOTAL	\$ 272,333.52	\$ 182,576.01	\$ 184,989.59
Inc(Dec)-Current month over previous month		\$ (89,757.51)	\$ 2,413.58
% Inc(Dec)-Current month over previous month		(33.0%)	1.3%

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name

Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
Vendor: 4 Imprint Inc.				
6901	07/23/2014	4 Imprint Inc.	Celebration Shopping Tote Bag 13' x 13'	\$ 1,442.92
6901	07/23/2014	4 Imprint Inc.	add'l color charge add'l color Run Charge	\$ 400.00
6901	07/23/2014	4 Imprint Inc.	Coupon Code	\$ (301.50)
6901	07/23/2014	4 Imprint Inc.	Set up Charge	\$ 55.00
6901	07/23/2014	4 Imprint Inc.	Hand Fan 8' Round	\$ 660.60
6901	07/23/2014	4 Imprint Inc.	set up charge	\$ 35.00
6901	07/23/2014	4 Imprint Inc.	set up charge (1st Color)	\$ 30.00
6901	07/23/2014	4 Imprint Inc.	set up charge (add'l color)	\$ 50.00
6901	07/23/2014	4 Imprint Inc.	Pre-Programmed Message Fan	\$ 584.17
Vendor 4 Imprint Inc. Total:				\$ 2,956.19
Vendor: Alpha Charter Guild				
6902	07/23/2014	Alpha Charter Guild	Alpha Charter Guild Sponsorship	\$ 500.00
Vendor Alpha Charter Guild Total:				\$ 500.00
Vendor: American Public Transit Asc				
6903	07/23/2014	American Public Transit Asc	APTA Membership fees 7/1/14-6/30/15	\$ 27,276.00
Vendor American Public Transit Asc Total:				\$ 27,276.00
Vendor: Amsterdam Printing & Litho.				
6808	07/09/2014	Amsterdam Printing & Litho.	Paper Mate Ink Joy Set Up Charge	\$ 19.95
6808	07/09/2014	Amsterdam Printing & Litho.	Paper Mate Ink Joy / add'l Color Run Charge	\$ 200.00
6808	07/09/2014	Amsterdam Printing & Litho.	Paper Mate Ink Joy / Logo Charge	\$ 29.95
6808	07/09/2014	Amsterdam Printing & Litho.	Paper Mate Ink Joy	\$ 754.27
6808	07/09/2014	Amsterdam Printing & Litho.	Order Discount	\$ (69.00)
6808	07/09/2014	Amsterdam Printing & Litho.	Paper Mate Ink Joy / Add'l Color Set Up	\$ 29.90
6808	07/09/2014	Amsterdam Printing & Litho.	Full Color Pencils / SET UP CHARGE	\$ 30.00
6808	07/09/2014	Amsterdam Printing & Litho.	Full Color Pencils	\$ 589.45
Vendor Amsterdam Printing & Litho. Total:				\$ 1,584.52
Vendor: Anthem Blue Cross				
6904	07/23/2014	Anthem Blue Cross	Health Insurance (EE Portion), Aug. 2014	\$ 5,964.00
6904	07/23/2014	Anthem Blue Cross	Health Insurance (ER Portion), Aug. 2014	\$ 28,223.00
Vendor Anthem Blue Cross Total:				\$ 34,187.00
Vendor: Aramark Uniform Services				
6809	07/09/2014	Aramark Uniform Services	Uniform service- 6/11/14	\$ 90.64
6809	07/09/2014	Aramark Uniform Services	Uniform service- 6/18/14	\$ 84.06
6809	07/09/2014	Aramark Uniform Services	Uniform service- 6/25/14	\$ 84.06
Vendor Aramark Uniform Services Total:				\$ 258.76
Vendor: ARMA International				
6905	07/23/2014	ARMA International	ARMA International- Member number 193615	\$ 215.00
Vendor ARMA International Total:				\$ 215.00
Vendor: Arrow Engineering Services-AESI				
6810	07/09/2014	Arrow Engineering Services-AESI	Bus Stop Improvements May 11- June 10, 2014	\$ 10,480.00
Vendor Arrow Engineering Services-AESI Total:				\$ 10,480.00
Vendor: AT&T Calnet				
6811	07/09/2014	At&T Calnet	Phone, 5/20/14-6/19/14	\$ 774.52
Vendor At&T Calnet Total:				\$ 774.52
Vendor: AT&T Mobility				
6812	07/09/2014	AT&T Mobility	Cell Phones, 5/7/14-6/6/14	\$ 209.75
Vendor AT&T Mobility Total:				\$ 209.75
Vendor: AV Press				
6813	07/09/2014	AV Press	Antelope Valley Press Advertising-Blanket	\$ 2,353.90
Vendor AV Press Total:				\$ 2,353.90
Vendor: Avail Technologies, Inc.				
6814	07/09/2014	Avail Technologies, Inc.	Fifty Percent Bus Eq Delivery	\$ 86,662.00
Vendor Avail Technologies, Inc. Total:				\$ 86,662.00
Vendor: Blue Goose Uniforms				
6847	07/17/2014	Blue Goose Uniforms	short sleeve crew shirt	\$ 32.75
6847	07/17/2014	Blue Goose Uniforms	embroidery	\$ 3.81
6815	07/09/2014	Blue Goose Uniforms	class 3 hooded sweatshirt	\$ 92.98
6815	07/09/2014	Blue Goose Uniforms	enhanced vis shirts	\$ 149.46
6815	07/09/2014	Blue Goose Uniforms	hi-vis t-shirts	\$ 203.61
6815	07/09/2014	Blue Goose Uniforms	class 2 bomber jacket	\$ 166.77

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name

Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
6815	07/09/2014	Blue Goose Uniforms	short sleeve crew shirt	\$ 91.56
6815	07/09/2014	Blue Goose Uniforms	long sleeve crew	\$ 51.34
6815	07/09/2014	Blue Goose Uniforms	structured cap	\$ 65.92
6815	07/09/2014	Blue Goose Uniforms	embroidery	\$ 110.64
Vendor Blue Goose Uniforms Total:				\$ 968.84
Vendor: Board of Equalization				
6914	07/28/2014	Board of Equalization	State Sales Tax- Account 101029368	\$ 1,162.00
Vendor Board of Equalization Total:				\$ 1,162.00
Vendor: Board of Equalization- Fuel Taxes Division				
6848	07/17/2014	Board of Equalization- Fuel Taxes Divis	Fuel Tax- April - June 2014	\$ 1,780.00
Vendor Board of Equalization- Fuel Taxes Division Total:				\$ 1,780.00
Vendor: BOHN'S Printing				
6849	07/17/2014	BOHN'S Printing	Transporter Brochures	\$ 615.85
Vendor BOHN'S Printing Total:				\$ 615.85
Vendor: Burris Coffee & Pure Water Service				
6816	07/09/2014	Burris Coffee & Pure Water Service	Coffee Supplies- June 2014	\$ 312.84
Vendor Burris Coffee & Pure Water Service Total:				\$ 312.84
Vendor: Canon Business Solutions				
6817	07/09/2014	Canon Business Solutions	Copier Usage, 6/16/14-6/15/14	\$ 1,089.39
Vendor Canon Business Solutions Total:				\$ 1,089.39
Vendor: Compliance Oversight Solutions- Ideal				
6818	07/09/2014	Compliance Oversight Solutions- Ideal	COSI Triennial Preparation Binders	\$ 1,374.66
Vendor Compliance Oversight Solutions- Ideal Total:				\$ 1,374.66
Vendor: Crestline				
6819	07/09/2014	Crestline	9" QUALATEX balloons - STANDARD COLORS BLUE	\$ 240.00
6819	07/09/2014	Crestline	1 COLOR SETUP CHARGE	\$ 30.00
6819	07/09/2014	Crestline	9" QUALATEX BALLOONS STANDARD COLORS WHITE	\$ 240.00
6819	07/09/2014	Crestline	1 COLOR SETUP CHARGE	\$ 133.67
6819	07/09/2014	Crestline	9' QUALATEX BALLOONS STANDARD WHITE	\$ 240.00
6819	07/09/2014	Crestline	9' QUALATEX BALLOONS STANDARD COLORS BLUE	\$ 240.00
6819	07/09/2014	Crestline	INK CHANGE CHARGE	\$ 40.00
Vendor Crestline Total:				\$ 1,163.67
Vendor: Federal Express				
6820	07/09/2014	Federal Express	Shipping	\$ 112.29
Vendor Federal Express Total:				\$ 112.29
Vendor: George Karbowski & Associates				
6906	07/23/2014	George Karbowski & Associates	E-bus Inspections	\$ 2,600.30
Vendor George Karbowski & Associates Total:				\$ 2,600.30
Vendor: GFI Genfare				
6862	07/17/2014	GFI Genfare	probe rebuild X 3	\$ 1,184.22
6862	07/17/2014	GFI Genfare	probe interface card	\$ 248.69
Vendor GFI Genfare Total:				\$ 1,432.91
Vendor: Grace Resource Center				
6864	07/17/2014	Grace Resource Center	Christmas in July- Grace Resource Center	\$ 500.00
Vendor Grace Resource Center Total:				\$ 500.00
Vendor: Grainger				
6865	07/17/2014	Grainger	V-Belt 4L230	\$ 11.60
6865	07/17/2014	Grainger	AA Batteries	\$ 24.27
6865	07/17/2014	Grainger	V-Belt, AX36	\$ 36.60
6865	07/17/2014	Grainger	V-Belt, AX34	\$ 37.17
6865	07/17/2014	Grainger	Parts washer heater element	\$ 48.42
6865	07/17/2014	Grainger	Pressure washer hose	\$ 350.22
6865	07/17/2014	Grainger	V-Belt 4L180	\$ 12.27
Vendor Grainger Total:				\$ 520.55
Vendor: High Desert Broadcasting				
6821	07/09/2014	High Desert Broadcasting	Transporter McBean Expansion Radio Ads	\$ 693.00
6821	07/09/2014	High Desert Broadcasting	Transporter McBean Expansion Radio Ads	\$ 630.00
Vendor High Desert Broadcasting Total:				\$ 1,323.00
Vendor: Iron Mountain Records Mgmt Inc.				

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name

Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
6866	07/17/2014	Iron Mountain Records Mgmt Inc.	Document Shredding- June 2014	\$ 83.93
Vendor Iron Mountain Records Mgmt Inc. Total:				\$ 83.93
Vendor: Judy Vaccaro				
6835	07/09/2014	Judy Vaccaro	Tuition Reimbursement	\$ 1,200.00
Vendor Judy Vaccaro Total:				\$ 1,200.00
Vendor: Koff & Associates, Inc.				
6873	07/17/2014	Koff & Associates, Inc.	Koff and Associates Additional Work	\$ 1,050.00
Vendor Koff & Associates, Inc. Total:				\$ 1,050.00
Vendor: Kurey Company				
6907	07/23/2014	Kurey Company	IT Series Padfolio	\$ 1,440.00
6907	07/23/2014	Kurey Company	ADD'L CHARGES SET UP CHARGE	\$ 117.75
6907	07/23/2014	Kurey Company	TRANSLUCENT POWER CLIP	\$ 710.00
6907	07/23/2014	Kurey Company	ADD'L CHARGES SET UP CHARGE	\$ 40.00
6907	07/23/2014	Kurey Company	Microfiber Cleaning Cloth 5" X 5"	\$ 650.00
6907	07/23/2014	Kurey Company	ADD'L CHARGES /SET UP CHARGE	\$ 40.00
Vendor Kurey Company Total:				\$ 2,997.75
Vendor: LA County Sheriff Dept.				
6822	07/09/2014	LA County Sheriff Dept.	Security Services- May 2014	\$ 6,381.54
Vendor LA County Sheriff Dept. Total:				\$ 6,381.54
Vendor: Lautzenhiser's Stationery				
6908	07/23/2014	Lautzenhiser's Stationery	Leather style Minute Book/permanent record paper	\$ 350.01
Vendor Lautzenhiser's Stationery Total:				\$ 350.01
Vendor: Mark Perry				
6823	07/09/2014	Mark Perry	Lobby Audio Speakers- Reimbursement	\$ 114.37
Vendor Mark Perry Total:				\$ 114.37
Vendor: Matrix Audio Visual Designs, Inc.				
6824	07/09/2014	Matrix Audio Visual Designs, Inc.	Advise and repair video conferencing	\$ 710.00
Vendor Matrix Audio Visual Designs, Inc. Total:				\$ 710.00
Vendor: McMaster-Carr Supply Co.				
6825	07/09/2014	McMaster-Carr Supply Co.	Rubber Hose and O Ring	\$ 74.85
Vendor McMaster-Carr Supply Co. Total:				\$ 74.85
Vendor: Motion Industries				
6826	07/09/2014	Motion Industries	O rings	\$ 13.03
Vendor Motion Industries Total:				\$ 13.03
Vendor: Network Hardware Resale				
6880	07/17/2014	Network Hardware Resale	Dell 8GB SDRAM	\$ 697.60
6880	07/17/2014	Network Hardware Resale	Dell 3.5" Hard Drive Tray/Caddy	\$ 201.78
6880	07/17/2014	Network Hardware Resale	Dell 300GB Hard Drive	\$ 1,744.00
6880	07/17/2014	Network Hardware Resale	Smartnet Premium 24x7x4	\$ 270.00
Vendor Network Hardware Resale Total:				\$ 2,913.38
Vendor: OPSEC Specialized Protection				
6881	07/17/2014	OPSEC Specialized Protection	Unarmed Security Officer -June 2014	\$ 4,615.00
Vendor OPSEC Specialized Protection Total:				\$ 4,615.00
Vendor: Our Weekly Publications				
6882	07/17/2014	Our Weekly Publications	A & E Services RFQ Advertisement	\$ 214.20
Vendor Our Weekly Publications Total:				\$ 214.20
Vendor: Palmdale Trophy				
6827	07/09/2014	Palmdale Trophy	1"x10" engraved signage	\$ 26.16
6827	07/09/2014	Palmdale Trophy	2"x10" engraved signage	\$ 52.32
6827	07/09/2014	Palmdale Trophy	10" multiple signage holders	\$ 65.40
Vendor Palmdale Trophy Total:				\$ 143.88
Vendor: Petty Cash				
6883	07/17/2014	Petty Cash	Payment from customer for bulk pass sales	\$ (0.75)
6883	07/17/2014	Petty Cash	C. Konisek- Parking at Metro	\$ 6.00
6883	07/17/2014	Petty Cash	W. Jones- PIHRA Meeting Fee- June 2014	\$ 18.00
6883	07/17/2014	Petty Cash	C. Konisek- Parking at Metro	\$ 6.00
6883	07/17/2014	Petty Cash	W. Jones- PIHRA Meeting Fee- May 2014	\$ 18.00
6883	07/17/2014	Petty Cash	D. Cason- Staff refreshments- All Hands meeting	\$ 16.47
Vendor Petty Cash Total:				\$ 63.72

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name
Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
Vendor: Photomation				
6884	07/17/2014	Photomation	TRANSporter Wrap	\$ 12,491.40
				Vendor Photomation Total: \$ 12,491.40
Vendor: Pinnacle Petroleum Inc.				
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 25,582.87
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 24,813.62
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 26,348.30
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 26,191.91
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 24,545.30
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 13,539.72
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 25,487.85
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 26,220.18
6828	07/09/2014	Pinnacle Petroleum Inc.	Fuel, June 2014	\$ 12,543.69
				Vendor Pinnacle Petroleum Inc. Total: \$ 205,273.44
Vendor: RZ Radio LLC				
6829	07/09/2014	RZ Radio LLC	Transporter McBean Expanded Service Radio Ads	\$ 1,560.00
				Vendor RZ Radio LLC Total: \$ 1,560.00
Vendor: SignWarehouse, Inc.				
6830	07/09/2014	SignWarehouse, Inc.	WIND SIGN II 24 X 36 (#1822)	\$ 287.00
6830	07/09/2014	SignWarehouse, Inc.	ORAGUARD 290 54X150 GLOSS CASTLAMINATING PVC FILM	\$ 600.29
6830	07/09/2014	SignWarehouse, Inc.	MASTER PRO HEAT GUN 1110	\$ 83.00
6830	07/09/2014	SignWarehouse, Inc.	PJ/VJ ECO ULTRA INK YELLOW	\$ 67.00
6830	07/09/2014	SignWarehouse, Inc.	3M CONTROLTAC V3 48" X 150 FT	\$ 702.00
6830	07/09/2014	SignWarehouse, Inc.	COR-PLAST 36 X 24 WHITE	\$ 25.00
6830	07/09/2014	SignWarehouse, Inc.	ENDURAMAX BANNER 2' X 12' 13 OZ	\$ 68.00
6830	07/09/2014	SignWarehouse, Inc.	ENDURAMAX BANNER 4' X 6' 13 OZ	\$ 68.00
6830	07/09/2014	SignWarehouse, Inc.	DAF BACKLIT FILM 8MIL 36" X 98.4'	\$ 324.00
				Vendor SignWarehouse, Inc. Total: \$ 2,224.29
Vendor: Staffs - AVTA				
	7/17/2014		Health Insurance Premium Rebate 2013	\$ 744.67
				Vendor AVTA Staff: \$ 744.67
Vendor: Standard Insurance Company				
6831	07/09/2014	Standard Insurance Company	Dental Insurance (EE Portion), July 2014	\$ 648.74
6831	07/09/2014	Standard Insurance Company	Dental Insurance (ER Portion), July 2014	\$ 2,137.42
6831	07/09/2014	Standard Insurance Company	Vision Insurance (EE Portion), July 2014	\$ 123.18
6831	07/09/2014	Standard Insurance Company	Vision Insurance (ER Portion), July 2014	\$ 430.90
				Vendor Standard Insurance Company Total: \$ 3,340.24
Vendor: TCW Systems, Inc.				
6890	07/17/2014	TCW Systems, Inc.	Airtime	\$ 500.00
				Vendor TCW Systems, Inc. Total: \$ 500.00
Vendor: Tennant Sales and Serv Co.				
6832	07/09/2014	Tennant Sales and Serv Co.	Screw and Spacer	\$ 8.29
6891	07/17/2014	Tennant Sales and Serv Co.	Harness, Switch	\$ 68.78
				Vendor Tennant Sales and Serv Co. Total: \$ 77.07
Vendor: The Customer Service Experts				
6833	07/09/2014	The Customer Service Experts	CPOS Reimbursement June 2014	\$ 50.00
				Vendor The Customer Service Experts Total: \$ 50.00
Vendor: The Gas Company				
6834	07/09/2014	The Gas Company	Utilities- Gas, 5/21/14-6/20/14	\$ 513.34
				Vendor The Gas Company Total: \$ 513.34
Vendor: Time Warner Cable Business Class				
6892	07/17/2014	Time Warner Cable Business Class	Cable Services, 7/11/14-8/10/14	\$ 242.39
6892	07/17/2014	Time Warner Cable Business Class	Internet Service, 7/13/14-8/12/14	\$ 1,440.00
				Vendor Time Warner Cable Business Class Total: \$ 1,682.39
Vendor: Tire Xpress Inc.				
6893	07/17/2014	Tire Xpress Inc.	2 tires for bsm trailer	\$ 156.00
				Vendor Tire Xpress Inc. Total: \$ 156.00
Vendor: TJK consulting Engineers, Inc.				
6894	07/17/2014	TJK consulting Engineers, Inc.	Provide plans & specifications Server Room Upgrade	\$ 12,093.50
				Vendor TJK consulting Engineers, Inc. Total: \$ 12,093.50

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name

Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
Vendor: Trans Track Systems, Inc.				
6909	07/23/2014	Trans Track Systems, Inc.	TransTrack - Annual Maintenance & Support	\$ 32,130.00
Vendor Trans Track Systems, Inc. Total:				\$ 32,130.00
Vendor: Transit Talent				
6910	07/23/2014	Transit Talent	Tran Tal recruitment for Community Outreach position	\$ 115.00
Vendor Transit Talent Total:				\$ 115.00
Vendor: Trapeze Software Group, Inc.				
6911	07/23/2014	Trapeze Software Group, Inc.	EAM - FA & Equipment Support	\$ 39,950.00
6911	07/23/2014	Trapeze Software Group, Inc.	EAM - Fuel Support	\$ 5,600.00
Vendor Trapeze Software Group, Inc. Total:				\$ 45,550.00
Vendor: Universal Electronic Alarms				
6912	07/23/2014	Universal Electronic Alarms	smoke sensor	\$ 125.00
Vendor Universal Electronic Alarms Total:				\$ 125.00
Vendor: UNUM Life Insurance Co of Amer				
6913	07/23/2014	UNUM Life Insurance Co of Amer	Long Term Care (EE Portion), Aug. 2014	\$ 209.10
6913	07/23/2014	UNUM Life Insurance Co of Amer	Long Term Care (ER Portion), Aug. 2014	\$ 526.80
Vendor UNUM Life Insurance Co of Amer Total:				\$ 735.90
Vendor: US Bank				
6895	07/17/2014	US Bank	N. Hickling- Airfare- Transit Board Members Conf.	\$ 817.00
6895	07/17/2014	US Bank	J. Austin- Registration- Sustainability Workshop	\$ 525.00
6895	07/17/2014	US Bank	K. Darr- Airfare for spouse (employee paid)	\$ 573.00
6895	07/17/2014	US Bank	N. Hickling- Registration- Transit Board Members	\$ 795.00
6895	07/17/2014	US Bank	D. Aragon- Multimodal Planning Workshop	\$ 525.00
6895	07/17/2014	US Bank	K. Darr- Airfare Board members Conf.	\$ 781.00
6895	07/17/2014	US Bank	D. Aragon- Airfare- Multimodal Planning Workshop	\$ 532.00
6895	07/17/2014	US Bank	L. Block- Lodging- Risk Management Seminar	\$ 692.36
6895	07/17/2014	US Bank	R. Fitzgibbons- Lodging- GFOA	\$ 929.90
6895	07/17/2014	US Bank	L. Engel- Lodging Avail	\$ 386.28
6895	07/17/2014	US Bank	L. Engel & C. Konisek- AVBOT Event	\$ 80.00
6895	07/17/2014	US Bank	R. Keys- Lodging- Avail	\$ 386.28
6895	07/17/2014	US Bank	M. Perry- Lodging- Bus Procurement Workshop	\$ 182.97
6895	07/17/2014	US Bank	W. Jones- Staff training- Sex Harassment	\$ 75.20
6895	07/17/2014	US Bank	C. Love- SCIE meeting registration	\$ 20.00
6895	07/17/2014	US Bank	R. Keys- Corel Paint Shop pro software (2)	\$ 87.96
6895	07/17/2014	US Bank	K. Darr- Frames for vision and mission statements	\$ 139.47
6895	07/17/2014	US Bank	J. Austin- Parking- CTA Spring conference	\$ 20.00
6895	07/17/2014	US Bank	J. Austin & W. Williams- Taxi- CTA Spring Conf.	\$ 59.60
6895	07/17/2014	US Bank	J. Austin & W. Williams- Meal- CTA Spring Conf.	\$ 34.86
6895	07/17/2014	US Bank	J. Austin- Airfare- Bus Op. Committee	\$ 582.00
6895	07/17/2014	US Bank	W. Williams- Lodging- CTA Spring Conference	\$ 194.48
6895	07/17/2014	US Bank	J. Austin- Lodging- CTA Spring Conference	\$ 197.48
6895	07/17/2014	US Bank	J. Austin- Airfare- Bus Op. Committee	\$ 116.02
6895	07/17/2014	US Bank	J. Austin- Fuel for AVTA Provided Vehicle	\$ 45.44
6895	07/17/2014	US Bank	J. Austin- Cell Phone	\$ 755.98
Vendor US Bank Total:				\$ 9,534.28
Vendor: Van Scoyoc				
6898	07/17/2014	Van Scoyoc	Retainer- June 2014	\$ 4,000.00
Vendor Van Scoyoc Total:				\$ 4,000.00
Vendor: Veolia Transportation				
6836	07/09/2014	Veolia Transportation	Pass through- Route 7 Back up	\$ 364.39
6836	07/09/2014	Veolia Transportation	Pass through- Metrolink assistance	\$ 253.43
6836	07/09/2014	Veolia Transportation	Pass through- CSR Hours- May 2014	\$ 8,674.02
6836	07/09/2014	Veolia Transportation	Pass through- Transporter Service- May 2014	\$ 4,724.94
6836	07/09/2014	Veolia Transportation	Pass through- Travel Training- May 2014	\$ 161.08
6836	07/09/2014	Veolia Transportation	Pass through- Electronic Services and Repairs	\$ 6,750.00
6836	07/09/2014	Veolia Transportation	Commuter Ops and Maintenance-May 2014	\$ 132,010.53
6836	07/09/2014	Veolia Transportation	Local Ops and Maintenance- May 2014	\$ 862,868.54
6836	07/09/2014	Veolia Transportation	Local & Commuter Liquidated Damages-May 2014	\$ (5,750.00)
Vendor Veolia Transportation Total:				\$ 1,010,056.93
Vendor: Verizon California				
6837	07/09/2014	Verizon California	Phone Service, 6/13/14-7/12/14	\$ 565.38
Vendor Verizon California Total:				\$ 565.38
Vendor: Victor Valley Transit Authority				
6838	07/09/2014	Victor Valley Transit Authority	1/3 share of costs for Bus Consultant for RFP	\$ 1,744.57

ATTACHMENT CC 4.C



Antelope Valley Transit Authority

CASH DISBURSEMENT REPORT

By Vendor Name

Payment Dates 7/1/2014 - 7/31/2014

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
6838	07/09/2014	Victor Valley Transit Authority	1/3 share of costs for Advertisement of RFP	\$ 95.00
				Vendor Victor Valley Transit Authority Total: \$ 1,839.57
Vendor: Walsma Oil Company				
6839	07/09/2014	Walsma Oil Company	DEF (330 gal totes)	\$ 2,093.45
				Vendor Walsma Oil Company Total: \$ 2,093.45
Vendor: Waste Management- LampTracker, Inc.				
6840	07/09/2014	Waste Management- LampTracker, Inc	Electronic waste disposal (bulb and ballast)	\$ 633.07
				Vendor Waste Management- LampTracker, Inc. Total: \$ 633.07
Vendor: Western Exterminators				
6841	07/09/2014	Western Exterminators	Extermination services May 2014	\$ 88.50
				Vendor Western Exterminators Total: \$ 88.50
Vendor: Western Los Angeles County Council				
6842	07/09/2014	Western Los Angeles County Council	BSA Star Sponsor American Hero's Awards	\$ 1,000.00
				Vendor Western Los Angeles County Council Total: \$ 1,000.00
Vendor: Witts				
6843	07/09/2014	Witts	Office Supplies/Blanket	\$ 51.01
6843	07/09/2014	Witts	Office Supplies	\$ 32.09
6843	07/09/2014	Witts	Office Supplies, June 2014	\$ 23.83
6843	07/09/2014	Witts	Office Supplies, June 2014	\$ 263.99
6843	07/09/2014	Witts	Office Supplies, June 2014	\$ 71.02
				Vendor Witts Total: \$ 441.94
				Grand Total: \$ 1,552,954.96

** A/P checks were issued to employees who qualified for a Health Insurance Premium Rebate under the new tax reform grouped in one line.



STATEMENT OF NET POSITION

	As of June 30, 2014	As of June 30, 2013
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 25,275,465	\$ 17,332,141
Due from other governments	1,073,262	2,973,322
Other receivables	243,048	252,176
Inventory	271,215	319,953
Prepaid items	339,006	9,614
Total Current Assets	<u>27,201,996</u>	<u>20,887,205</u>
NONCURRENT ASSETS		
Capital assets, net of depreciation	<u>48,783,922</u>	<u>50,781,434</u>
Total Assets	<u>75,985,918</u>	<u>71,668,639</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	2,636,177	1,677,275
Due to Federal Transit Administration	-	4,371
Accrued payroll	81,761	74,204
Compensated absences	322,034	264,642
Deferred Revenue - Prop 1B	2,468,316	2,778,767
Total Current Liabilities	<u>5,508,289</u>	<u>4,799,260</u>
Deferred inflows of resources		
Unearned Revenue	5,000	30,000
Total Liabilities	<u>5,513,289</u>	<u>4,829,260</u>
NET POSITION		
Invested in Capital Assets	48,783,921	50,781,434
Restricted for Capital Acquisition	4,917,417	4,434,485
Unrestricted	16,771,290	11,623,461
Total Net Assets	<u>\$ 70,472,629</u>	<u>\$ 66,839,380</u>



**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
(INCLUDING DEPRECIATION EXPENSE)**

	For the 12 Months ending June 30, 2014	For the 12 Months ending June 30, 2013
OPERATING REVENUES		
Charges for services:		
Passenger fares	\$ 4,913,641	\$ 4,832,800
Total operating revenues	<u>4,913,641</u>	<u>4,832,800</u>
OPERATING EXPENSES		
Purchased transportation services:		
Outside transit contract	12,812,549	12,318,390
Fuel	2,749,401	2,819,513
Other operating costs	753,988	824,123
General and administrative	4,487,668	4,062,047
Total operating expenses, net of depreciation	<u>20,803,606</u>	<u>20,024,073</u>
Operating gain/(loss), net of depreciation	(15,889,966)	(15,191,273)
Depreciation	5,131,937	4,519,585
Total operating expenses	<u>25,935,543</u>	<u>24,543,658</u>
Operating gain/(loss)	<u>(21,021,902)</u>	<u>(19,710,858)</u>
NONOPERATING REVENUES/(EXPENSES)		
Interest Income	12,459	12,421
Local grants - MTA	8,392,485	8,358,551
Proposition 1B	785,202	1,294,491
Federal operating grants	7,148,056	8,358,434
Member agency contributions	3,505,896	3,524,379
Capital expenses	(302,266)	(397,681)
Gain/(Loss) on sale of capital assets	7,110	(38,462)
Other	366,143	358,371
Total nonoperating revenues and expenses	<u>19,915,084</u>	<u>21,470,504</u>
Gain/(Loss) before capital contributions	<u>(1,106,818)</u>	<u>1,759,646</u>
CAPITAL CONTRIBUTIONS		
Capital grants	4,279,171	16,444,223
Member agency contributions	460,896	-
Total capital contributions	<u>4,740,067</u>	<u>16,444,223</u>
CHANGE IN NET ASSETS	3,633,249	18,203,869
NET ASSETS, BEGINNING OF PERIOD	<u>66,839,380</u>	<u>48,635,511</u>
NET ASSETS, END OF PERIOD	<u>\$ 70,472,629</u>	<u>\$ 66,839,380</u>



STATEMENT OF CASH FLOWS

	For the 12 Months ending June 30, 2014	For the 12 Months ending June 30, 2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	4,913,641	4,832,799
Non-operating miscellaneous revenue received	366,143	358,371
Cash payments to suppliers for goods and services	(20,456,053)	(17,610,499)
Cash payments to employees for services	64,949	(3,325,535)
Net cash used in operating activities	<u>(15,111,320)</u>	<u>(15,744,865)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Operating grants received	16,538,126	17,052,634
Contributions received from member agencies	3,505,896	2,530,732
Net cash provided by non-capital financing activities	<u>20,044,022</u>	<u>19,583,366</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition of capital assets	(2,349,223)	(14,245,099)
Proceeds received from sale of capital assets	7,110	(38,462)
Capital grants received	5,181,646	16,553,655
Capital expenses	(302,266)	(397,681)
Capital contributions received from member agencies	460,896	(235,599)
Net cash used in capital and related financing activities	<u>2,998,163</u>	<u>1,636,815</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest received	12,459	12,421
Net cash provided by investing activities:	<u>12,459</u>	<u>12,421</u>
Net increase/(decrease) in cash and cash equivalents	7,943,324	5,487,737
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>17,332,141</u>	<u>11,844,405</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>25,275,465</u></u>	<u><u>17,332,141</u></u>



STATEMENT OF CASH FLOWS, continued

	For the 12 Months ending June 30, 2014	For the 12 Months ending June 30, 2013
Reconciliation of operating income (loss)		
to net cash used in operating activities (Indirect Method):		
Operating Loss	(15,889,966)	(19,710,859)
Adjustments to Net Cash used in Operating Activities		
Depreciation	-	4,519,585
Miscellaneous income	366,143	358,371
(Increase) decrease in other receivables	9,128	(14,486)
(Increase) decrease in inventory	48,737	35,739
(Increase) decrease in prepaid items	(329,393)	51,017
Increase (decrease) in accounts payable	958,902	(921,753)
Increase (decrease) in due to Federal Transit Administratio	(4,371)	(74,829)
Increase (decrease) in accrued payroll	7,557	7,795
Increase (decrease) in compensated absences payable	57,392	23,938
Increase (decrease) in other liabilities	-	-
Increase (decrease) in deferred revenue	(335,451)	(19,383)
Net Cash used in operating activities	<u>(15,111,321)</u>	<u>(15,744,865)</u>

Notes

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

ATTACHMENT CC 4.E

ANTELOPE VALLEY TRANSIT AUTHORITY
BUDGET VERSUS ACTUAL INCOME STATEMENT
JUNE 2014 AND YEAR TO DATE

REVENUE	MID-YEAR BUDGET - YTD	JUNE ACTUAL	YTD ACTUAL	YTD VARIANCE
Fare Revenue	\$ 5,054,906	\$ 380,698	\$ 4,913,641	\$ (141,265)
MTA Funds	7,878,223	703,808	8,392,485	514,262
FTA Funds	6,459,236	434,114	7,148,056	688,820
Jurisdictional Contributions	3,290,017	262,141	3,290,017	0
TRANSporter	187,932	37,455	215,879	27,947
Proposition 1 B	0	785,202	785,202	785,202
Other (SCE Rebates, Adv.)	317,116	46,895	385,712	68,596
TOTAL REVENUE	23,187,430	2,650,313	25,130,991	1,943,561
EXPENDITURES				
Contract Services	12,909,585	1,089,974	12,812,549	97,036
Fuel	3,304,660	208,215	2,749,401	555,259
Other Operating	1,433,058	69,857	715,070	717,988
Salaries and Wages	2,445,254	341,326	2,428,675	16,579
Benefits	1,002,894	91,708	933,286	69,608
Legal	150,000	30,366	169,764	(19,764)
Consulting	565,000	(158,185)	116,232	448,768
Travel	80,000	4,001	63,198	16,802
IT Maintenance/Licenses	240,000	29,353	236,555	3,445
Utilities	177,500	13,301	169,666	7,834
Admin	493,783	58,693	409,210	84,573
TOTAL EXPENDITURES	22,801,734	1,778,609	20,803,606	1,998,128
INCOME(LOSS)	385,696	871,704	4,327,385	3,941,689

*DEPRECIATION EXPENSES EXCLUDED IN THE REPORT



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: FY14 Fourth Quarter Capital Reserves Report – April 1 through June 30, 2014

RECOMMENDATION

That the Board of Directors receive and file the attached FY14 Fourth Quarter Capital Reserves Report for the period covering April 1 through June 30, 2014.

FISCAL IMPACT

Total Capital Reserve contributions for FY14 were budgeted at \$460,896; all contributions have been received.

BACKGROUND

The Capital Reserve account was established to set aside a capital contribution from each jurisdiction in an amount sufficient to provide local match funds of 20% of the replacement cost of heavy-duty transit and commuter coaches. Current practice is to spend reserve account funds only for the matching requirements of transit and commuter buses. The Capital Reserve account segregates the assets reserved for bus purchases and is used only when approved by the AVTA Board of Directors.

As of the report date, the Capital Reserve account has an accumulated cash balance of \$4,904,959, held in accounts with the Local Agency Investment Fund (LAIF) and Bank of America. The total contributed fund balance is \$4,813,788 plus \$91,171 interest earned. The difference between cash and accrual balances, if any, is reflected in commitments receivable as of the report date. All scheduled contributions have been received through the fourth quarter ending June 30, 2014.

During the five-year reporting period to date, the AVTA purchased six commuter coaches and fifteen hybrid transit buses; all units were delivered by September 30, 2012. The reserve match funds required for these 21 units (\$1,436,501) were supplanted in total by the AVTA's Federal Transit Administration (FTA) 5307 funds in the form of Toll Credits and other funding sources, as follows: Toll Credits - \$99,724; Antelope Valley Air Quality Management District - \$225,110; and Prop 1B PTMISEA - \$1,111,667.

The three local transit buses originally scheduled for FY14 will not be delivered until FY15. These will be purchased using toll credits for the local match. The AVTA's FY15 proposed Five-Year Capital Improvement Plan assumes the purchase of an additional 26 local

transit and 18 commuter buses between FY15 and FY19 (44 total). Due to reduced federal funding under MAP-21 and the increasing prices of buses, we anticipate using the capital reserve for local match on all of these units.

Please see the attached Capital Reserve Summary covering activity through June 30, 2014 and the Combined Jurisdiction Reconciliation Report for additional information.

ALIGNMENT WITH STRATEGIC DIRECTIVES:

The recommendation responds to the following directive from the July 2013 Strategic Planning Workshop:

Economic Catalyst – Continue to serve the riding public by ensuring that matching funds are available for the continued replacement and updating of AVTA’s bus fleet.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director/Treasurer

Attachment: A – Capital Reserve Summary Report through June 30, 2014
and Combined Jurisdiction Reconciliation Report



Capital Reserve Contributions Analysis for Fiscal Year 2014

For the Quarter Ended: **June 30, 2014**

Contributor	Accumulated Balance at 6/30/08	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014 (Full Year Accrual)	FY 2014 Activity			Capital Reserve Balance	
								Cash Received	Commitments Receivable	Draws	Cash Received through June 30, 2014	Accrued through June 30, 2014
Lancaster	1,003,723.00	183,500.00	183,500.00	183,500.00	183,500.00	0.00	183,500.00	183,500.00	0.00	0.00	1,921,223.00	1,921,223.00
Palmdale	1,003,723.00	162,896.00	162,896.00	162,896.00	162,896.00	0.00	162,896.00	162,896.00	0.00	0.00	1,818,203.00	1,818,203.00
LA County	501,862.00	114,500.00	114,500.00	114,500.00	114,500.00	0.00	114,500.00	114,500.00	0.00	0.00	1,074,362.00	1,074,362.00
TOTAL	\$2,509,308.00	\$460,896.00	\$460,896.00	\$460,896.00	\$460,896.00	\$0.00	\$460,896.00	\$460,896.00	\$0.00	\$0.00	4,813,788.00	4,813,788.00
Interest earned to date in LAIF account:											91,170.59	91,170.59
Totals:											\$4,904,958.59	\$4,904,958.59

Billings take place on the the 1st business day of each quarter, according to Section 11, Paragraph B of the current JPA Agreement.

ANTELOPE VALLEY TRANSIT AUTHORITY
CAPITAL RESERVE & OPERATING SUPPORT TRACKING

Updated through: **June 30, 2014**

Description	LANCASTER					PALMDALE					LOS ANGELES COUNTY					TOTALS		
	Date	Check #	Accrual/ Payment	Operating Support	Capital Reserve	Date	Check #	Accrual/ Payment	Operating Support	Capital Reserve	Date	Check #	Accrual/ Payment	Operating Support	Capital Reserve	Accrued/ Cash Received	Operating Support (By Year)	Capital Reserve (Accumulated)
FY 2014			(1,488,261.00)	(1,304,761.00)	(183,500.00)			(1,450,698.00)	(1,287,802.00)	(162,896.00)			(667,628.00)	(553,128.00)	(114,500.00)	(3,606,587.00)	(3,145,691.00)	(460,896.00)
Annual Due																		
(NOTE: Capital Reserve billing resumed 7/1/13.																		
First Quarter Payments	7/26/2013	007360735	372,065.25	326,190.25	45,875.00	8/19/2013	00230923	362,674.50	321,950.50	40,724.00	9/12/2013	0018868036	166,907.00	138,282.00	28,625.00	901,646.75	786,422.75	115,224.00
Interest	9/30/2013				1,021.31	9/30/2013				905.26	9/30/2012				394.60			2,321.17
Second Quarter Payments	10/23/2013	007362347	372,065.25	326,190.25	45,875.00	11/1/2013	00231670	362,674.50	321,950.50	40,724.00	10/31/2013	19147649	166,907.00	138,282.00	28,625.00	901,646.75	786,422.75	115,224.00
Interest	12/31/2013				1,018.01	12/31/2013				902.32	12/31/2013				393.32			2,313.65
Third Quarter Payments	1/22/2014	007363926	372,065.25	326,190.25	45,875.00	2/10/2014	00232695	362,674.50	321,950.50	40,724.00	2/12/2014	19674065	166,907.00	138,282.00	28,625.00	901,646.75	786,422.75	115,224.00
Interest					973.86					863.19					376.26			2,213.31
Fourth Quarter Payments	4/18/2014	007365704	372,065.25	326,190.25	45,875.00	4/21/2014	00233497	362,674.50	321,950.50	40,724.00	5/29/2014	20214207	166,907.00	138,282.00	28,625.00	901,646.75	786,422.75	115,224.00
Interest					1,200.88					1,064.42					463.98			2,729.27
Contributions			1,488,261.00	1,304,761.00	183,500.00			1,450,698.00	1,287,802.00	162,896.00			667,628.00	553,128.00	114,500.00	3,606,587.00	3,145,691.00	460,896.00
Interest					4,214.06					3,735.19					1,628.16			9,577.40
A/R for FY'14 as of the Report Date			0.00	0.00	0.00			0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00
Net Assets																		
Capital Reserve (Accrual)					1,921,223.00					1,818,203.00					1,074,362.00			4,813,788.00
Interest					40,115.06					35,556.53					15,499.00			91,170.59
Total Balances as of the Report Date					1,961,338.06					1,853,759.53					1,089,861.00			4,904,958.59
UPDATED BY: VIA M.	DATE:	7/21/14																



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: FY14 Fourth Quarter Los Angeles County Sheriff's Department Report - April 1 through June 30, 2014

RECOMMENDATION

That the Board of Directors receive and file the FY14 Fourth Quarter Los Angeles County Sheriff's Department Report.

FISCAL IMPACT

No fiscal impact at this time.

DISCUSSION

Deputy Maselli and his K-9 partner, Ieka, worked a total of 604 hours during the fourth quarter of FY14. There were no overtime shifts worked during this period in order to remain within the allocated budget.

Deputy Maselli monitored various locations that had reported problems. These locations included: Avenue J & Division Street, Avenue J & Challenger Way, Newgrove Avenue and 10th Street West, The Lancaster Senior Center, 6th Street East & Palmdale Boulevard, Pete Knight High School, Courson Park, R. Rex Parris High School and the Lancaster Metrolink Station.

At the beginning of each shift, Deputy Maselli contacted bus operators to ascertain if there were any concerns or problems to report. Maselli also made sure to speak with dispatch to identify issues that had been reported during his off hours. On average, Deputy Maselli made contact with an estimated 23 operators per day. Throughout the fourth quarter of FY14, Maselli made contact with a total of 1,960 buses and approximately 28,000 passengers.

Deputy Maselli and Ieka, conducted numerous high visibility K-9 terrorism and explosives deterrence sweeps on AVTA buses, at the AVTA office and at AVTA's two major transfer centers. Deterrence patrols were also conducted at random bus stop locations

throughout the Antelope Valley with a focus on problem areas identified by Deputy Maselli.

The fourth quarter saw a substantial increase in public drinking and loitering at AVTA bus stops. Maselli attributed the increase to warm weather. In response, he increased his patrol of bus stops that had been identified as problem areas.

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

Citations	Apr-14	May-14	Jun-14
Suspended or Unlicensed Driver	8	4	7
Defective Windshield	2	2	
Expired Registration	6	7	1
No Proof of Insurance	7	4	5
Drinking in Public (Bus Stops)	14	29	8
No Smoking (PTC)	1	2	1
No License Plates	2	2	3
Cell Phone While Driving	1	1	
Failure to Obey Posted Signs at Transit Centers	10	2	4
Impounded Vehicle	3		4
Outstanding Warrant Arrest			2
Terrorism Deterrence Patrol	1	2	2

During the month of April, Deputy Maselli made 22 arrests, issued 31 citations and impounded three vehicles. All citations were transit-related and issued at transfer centers and bus stop locations. He warned and advised 17+ persons regarding posted signs, smoking in prohibited areas, traffic-related incidents at Lancaster City Park (LCP), Palmdale Transit Center (PTC), and at AVTA bus stops.

During the month of May, Deputy Maselli issued 41 citations and made 35 arrests. All citations were transit-related and issued at transfer centers and bus stop locations. He warned and advised 19+ persons regarding posted signs, smoking in prohibited areas, traffic related incidents at LCP, PTC, and at AVTA bus stops.

During the month of June, Deputy Maselli issued 20 citations, made 13 arrests, and impounded four vehicles. All citations were transit-related and issued at transfer centers and bus stop locations. He warned and advised 20+ persons regarding posted signs, smoking in prohibited areas, traffic related incidents at LCP, PTC, and at AVTA bus stops.



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: State Legislative Update for July 2014

RECOMMENDATION

That the Board of Directors receive and file the State Legislative Update for July 2014.

FISCAL IMPACT

No fiscal impact at this time.

BACKGROUND

A matrix of pertinent state legislation is attached (Attachment A). Key legislation is discussed below.

State legislators began their annual summer recess on Friday, July 4. The legislature will reconvene on Monday, August 4 to begin the final push toward the end of this year's legislative session. August 15 will be the final day for action by the Appropriations Committees in each house, with August 31 set as the final day of the 2013-14 session.

AVTA Digital Signage Legislation: Senate Bill 1134 (Knight R) passed the Senate on June 30 with a concurring vote of 28 Ayes and six Nays. The Governor signed the legislation into law on July 8, 2014. The final bill included an amendment to delay the sunset date by six months in order to provide more time for AVTA to prepare a final report on the program's impact to pedestrian and traffic safety. The bill also included an amendment that prohibits AVTA from moving forward if UC Irvine installs 12 digital signs on its campus buses by March 1, 2015.

UC Irvine buses are operated by Anteater Express which is working with a local manufacturer of digital advertising signs. Staff contacted Ryan Gripp of Anteater Express, who indicated the transit service was finalizing an agreement to lease the digital signs and negotiating a revenue split to compensate the manufacturer. Gripp

was unsure of the number of signs to be installed and indicated this item was still under negotiation.

ALIGNMENT WITH STRATEGIC DIRECTIVES

This report complies with AVTA's strategic directive of increasing understanding of regional, state, and federal issues by staff and Board.

Prepared by:

Submitted by:

Wendy Williams
Director of Communications

Julie M. Austin
Executive Director

Attachment: A – 2014 Transit Related State Legislation Matrix

ATTACHMENT CC 7.A

2014 Transit-Related State Legislation

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
AB 1720 Richard Bloom (D)	Bus Axle Weight	Extends current exemptions regarding excessive bus axle weight through to January 1, 2016. Allows a transit operator to procure a bus that exceeds weight restrictions if the bus weighs the same or less than the one it is replacing or if the transit operator is incorporating a new fleet class into its inventory and its governing board makes certain findings. The amendment allows the fleet class introduction clause to also apply to expansion plans.	In Assembly awaiting concurrence on Senate amendments. May be considered on or after August 4.	Support	Watch
AB 2707 Ed Chau (D)	Vehicles: Length Limitations Buses: Bicycle Transportation Devices	This bill would allow public transit agencies to install and use three position bicycle racks	Passed on Assembly Floor 4/30/2014 (Y:74, N: 0, A: 5) Passed Senate Transportation and Housing Committee on 6/10/14 with a 10-0 Vote Awaiting Senate Floor Third Reading and Vote	Support	Watch
SB 990	Transportation Funds: Disadvantaged	SB 990 would require 5% of regional transportation funds	Senate Transportation and Housing Committee	Watch	Watch

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
Andy Vidak (R)	Small Communities	that are programmed through the STIP to be used for projects benefitting disadvantaged small communities. The bill would also require 5% of the Local Transportation Funds be dedicated to projects that benefit disadvantaged small communities, but these funds shall not supplant LTF funds that would have normally been allocated to benefit a disadvantaged community prior to this bill. SB 990 defines a "small disadvantaged community" to be a city or census area that has a population of less than 25,000 people and has a household medium income less than 80% of the statewide average.	Failed Vote on 4/29/2014 (Y: 3, N: 8,A: 0) Granted Reconsideration in Second Hearing No Action to Report		
SB 1122 Fran Pavley (D)	Sustainable Communities: Strategic Growth Council Cap and Trade Auction	SB 1122 creates two funding programs for Cap and Trade auction revenue. One for the Strategic Growth Counsel to administer grants to local agencies for implementing	Passed Senate Appropriations 5/15/2014 Passed Senate Transportation and Housing 4/29/2014		

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
	Revenue Proposal	sustainable communities and other greenhouse gas reduction plans. The second pot of funds would be allocated to MPOs on a per capita basis to be used for competitive grants for projects within the region. The regional grants would be awarded pursuant to guidelines adopted by the Strategic Growth Council. The bill lists the types of eligible projects for the regional funds, which include funding for public transportation operations, maintenance, and capital costs.	<p>Passed Senate Environmental Quality 4/2/2014</p> <p>Currently in Senate Appropriations Suspense File 5/19/2014</p> <p>Hearing Set for 5/23/2014</p> <p>Failed Deadline Dead</p>		
<p>SB 1134</p> <p>Steve Knight (R)</p>	Digital Advertising Signs on AVTA Buses	This bill would allow AVTA to display digital advertising signs on the sides of its buses. This would be a second demonstration program in California, which currently prohibits digital signs on public transit. The bill requires AVTA to submit a report on traffic safety impacts related to digital bus	<p>Signed by Governor on 7-08-14</p> <p>Chaptered by Secretary of State Chapter 100, Statutes of 2014</p>	Watch	Support

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
		<p>advertising. The bill is be conditional on UC Irvine failing to install 12 digital signs by March 1, 2015. Another amendment was added that extends the time by six months that AVTA has to file a report on the safety record of the pilot program.</p>			
<p>SB1156 Senate President Pro Tem Darrell Steinberg (D)</p>	<p>Carbon Tax Law of 2014</p>	<p>Would impose a tax on fossil fuels to be paid by producers.</p> <p>The money collected from the new tax is proposed to be spent on a state Earned Income Tax Credit for low income families (approximately two-thirds), as well as a "21st century mass transportation system."</p>	<p>Legislation withdrawn by author 4-14-14</p> <p>Dead</p>		
<p>SB 1204 Ricardo Lara (D)</p>	<p>California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program.</p>	<p>This bill creates a California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program. The purpose of this bill is to use Cap & Trade auction revenue to fund the development, demonstration, and commercial deployment of zero-</p>	<p>Passed Assembly Transportation Committee on 6-18-14 26 Ayes 10 Nays</p> <p>Referred to Assembly Appropriations Committee</p>		<p>Watch</p>

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
		and near-zero emission trucks, buses, and off-road vehicles. In particular, this bill would create a large scale zero emission bus demonstration program aimed at making zero emission bus technology commercially available.			
California Road Repairs Act of 2014 Version 2013-045 Constitutional Amendment	Creates a New Property Tax on Vehicles	The proposed initiative has been submitted jointly by Transportation California and California Alliance for Jobs. The bill would increase the Vehicle License Fee by 1% over four years to generate revenue for road repair and for transit capital programs. Contains a clause that would protect revenue in the Off-Highway Vehicle Account from being transferred for non-transportation uses.	The Legislative Analyst's Office (LAO) has released its analysis. Authors are still deciding whether to collect the 807,000 signatures needed to place the initiative on the ballot. Level of voter support is under analysis No Further Action	Support	Watch
California Road Repairs Act of 2014 Version	Creates a New Property Tax on Vehicles	The proposed initiative has been submitted jointly by Transportation	The Legislative Analyst's Office (LAO) has released its analysis.	Support	Watch

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
2013-046 Constitutional Amendment		California and California Alliance for Jobs. The bill would increase the Vehicle License Fee by 1% over four years to generate revenue for road repair and for transit capital programs. This version does not contain a clause that would protect revenue in the Off-Highway Vehicle Account from being transferred for non-transportation uses.	Authors are still deciding whether to collect the 807,000 signatures needed to place the initiative on the ballot. Level of voter support is under analysis No Further Action		
SCA 4 Carol Liu (D)	Local Government Transportation Projects Special Taxes: Voter Approval.	SCA 4 has been amended to require a percentage of the sales tax revenue be used for projects that reduce GHG emissions from transportation sources, and require a portion of the funds used on state highway project be given to the state for future maintenance needs. This measure would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 4 was	Senate Committee on Appropriations. 8/29/2013 Constitutional Amendments are Exempt from Deadlines in their House of Origin No Action to report		

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
		<p>amended to require a local measure to include the following in order to be approved with a 55% vote: Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes. Includes a requirement for annual audits, and requires the creation of a citizens' oversight committee.</p>			
<p>SCA 8 Ellen Corbett (D)</p>	<p>Local Government Transportation Projects Special Taxes: Voter Approval.</p>	<p>SCA 8 is another measure that would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 8 was also amended to require a local measure to include the following in order to be approved with a 55% vote: Includes a specific list of projects and programs that will be funded and limits the use of the funds for those purposes, includes a</p>	<p>Senate Committee on Appropriations. 8/29/2013 Constitutional Amendments are Exempt from Deadlines in their House of Origin No Action to Report</p>		

BILL # AUTHOR	TOPIC	SUMMARY	STATUS	CTA POSITION	AVTA POSITION
		requirement for annual audits, and requires the creation of a citizens' oversight committee.			



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: FY14 Fourth Quarter Grant Status Report – April 1 through June 30, 2014

RECOMMENDATION

That the Board of Directors receive and file the attached FY14 Fourth Quarter Grant Status Report for the period covering April 1 through June 30, 2014.

FISCAL IMPACT

Grants approved after the annual budget adoption may require reallocation of funds, which will be addressed during the mid-year budget adjustment.

BACKGROUND

The attached quarterly Grant Status Report reflects all grant applications submitted on behalf of the AVTA through the fourth quarter of FY14 (April 1 – June 30, 2014). We have finally received approval from FTA on our JARC grant for two expansion commuter buses, and are in the process of executing an MOU with Los Angeles County Metropolitan Transportation Authority (Metro). Once the MOU has been executed, we will proceed with the procurement of two new expansion MCI coaches. With the operating portion of the grant, we will be able to add several trips to the commuter routes as early as September 2014, prior to the arrival of these new buses.

We have submitted our New Ladders of Opportunity Initiative (NLOI) grant application for a proposed transit center at Antelope Valley College. The grant awards are expected to be announced in late fall.

On August 6, 2014, at a Town Hall-style webinar hosted by Transportation Secretary Anthony Foxx, he stated the FY14 TIGER grant awards are expected to be announced in

mid-September. There was no mention of when the LoNo grant announcement would take place.

Staff will continue to aggressively pursue all viable grant opportunities to augment existing funding sources.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Grants Administrator

Julie M. Austin
Executive Director

Attachment: A – FY14 Fourth Quarter Grant Status Report

ATTACHMENT CC 8.A

GRANT STATUS REPORT

Grant Program	Project	Amount	Date Submitted	Status	Amount Awarded
FY14 New Ladders of Opportunity Initiative	Transit Center at Antelope Valley College	\$250,000	8/4/2014	Submitted to Grants.gov	<i>Pending</i>
FY14-15 Caltrans – Transit Planning for Rural Communities	Student Intern	\$56,500	1/15/2014	Our project was not among those chosen for funding. Per debrief with Caltrans: We needed to be more descriptive and focus on specific tasks the intern would be working on. They loved that it focused on rural areas.	\$0
FY14-15 Caltrans – Partnership Planning for Sustainable Transportation	Partnership Planning	\$375,000	1/15/2014	Our project was not among those chosen for funding. Per debrief with Caltrans: We needed to make the transportation problem more clearly defined, explain how we were going to address the deficiency and give a detailed step by step	\$0

Grant Program	Project	Amount	Date Submitted	Status	Amount Awarded
				process. Caltrans felt other projects were farther along.	
Transportation Investment Generating Economic Recovery	25 Electric Buses + necessary infrastructure improvements and chargers	\$20,363,906	4/28/2014	Submitted to Grants.gov on April 28, 2014	Pending
Low or No Emission Vehicle Deployment Program	Incremental cost of 12 zero emission buses	\$6,136,000	March 3, 2014	Submitted to SCAG. Deadline extended to April 2, 2014	Pending
AB2766 - AVAQMD Mobile Source Emissions Reductions Program	Wave Inductive Charging System	\$559,738	February 24, 2014	Approved March 18, 2014	\$250,000
FY14 Transit Enterprise Fund	Electric Bus demonstration	\$1,900,000	October 8, 2014	Awarded October 8, 2013	\$1,900,000
FFY13 FTA Annual 5307 Allocation - FTA	Capital Improvement Program	\$7,651,957	Submitted to FTA June 2013. Submitted to DOL 10/22/2013	Awarded December 13, 2013	\$7,651,957
FFY13 FTA Annual 5307 Allocation - apportioned through LACMTA	Capital Improvement Program	\$733,484	Submitted to FTA June 2013. Submitted to DOL 10/22/2013.	Awarded December 13, 2013	\$733,484

Grant Program	Project	Amount	Date Submitted	Status	Amount Awarded
FFY13 FTA Annual 5337 Allocation – apportioned through LACMTA	State of Good Repair – High Intensity Motorbus	\$499,784	Submitted to FTA June 2013. Submitted to DOL 10/22/2013.	Awarded December 13, 2013	\$499,784
FFY13 FTA Annual 5339 Allocation – apportioned through LACMTA	Bus and Bus Facilities	\$35,136	Submitted to FTA June 2013. Submitted to DOL 10/22/2013.	Awarded December 13, 2013	\$35,136
FFY13 FTA Annual 5339 Allocation – apportioned through SCAG	Bus and Bus Facilities	\$479,681	Submitted 5/15/2014	Pending SCAG concurrence	Pending
Prop 1B PTMISEA Bridge Funds – allocation through LACMTA	ITS project – amount reallocated from Rolling Stock Replacement	\$326,683	12/9/2013	Awarded – receiving monthly payments	\$326,683
Prop 1B Transit Security Bridge Funding	Hazard Mitigation Plan	\$52,282	12/16/2013	Awarded – receiving monthly payments	\$52,282
Prop 1B PTMISEA Bond program	ITS project – amount reallocated from Phase II and Rolling Stock Replacement	\$1,341,630	October 9, 2013	Grant award approved October 23, 2013	\$1,341,630
Job Access Reverse Commute	Two expansion TRANSIT coaches + operating	\$1,845,000	Resubmitted 1/23/2014	FTA approved – executing MOU with LACMTA	\$1,845,000

Grant Program	Project	Amount	Date Submitted	Status	Amount Awarded
				TOTAL GRANT AWARDS:	\$14,635,956
				TOTAL PENDING:	\$27,502,587



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: 2014 Dial-a-Ride Customer Survey

RECOMMENDATION

Receive and file the results of the Dial-a-Ride (DAR) Customer Survey.

FISCAL IMPACT

There is no fiscal impact associated with the DAR Customer Survey results.

BACKGROUND

This is the third DAR Customer Survey that Moore and Associates has conducted for us. The primary goal of the survey is to identify current customer perceptions about the service, areas for improvement, and the level of customer satisfaction. The consultant made comparisons with results from the survey conducted in 2013, as summarized in Attachment A.

Responses were very positive regarding service quality. The three highest requests for improvements were better reservation process, shorter wait times and longer service hours.

Customer Characteristics: Results were very similar to last year. Based upon the collected survey data, the typical AVTA DAR customer survey respondent:

- Can communicate in English;
- Is traveling to/from Lancaster and Palmdale;
- Is no longer licensed, or no longer drives,
- Is traveling to access healthcare;
- Has a mobility impairment;
- Does not travel with a companion/attendant or service animal;
- Rides less than once per week; and
- Has been a customer for two years or longer.

DAR Customer Survey
August 26, 2014
Page 2

Of those surveyed, 42.8% use our DAR service as their primary mode of travel (down from 54.1% last year. Use of Access Services jumped from 4.4% to 7.9%. Getting a ride from a friend or relative was the second highest mode at 16.4% down from 24.9%.

Prepared by:

Submitted by:

Len Engel
Director, Operations & Maintenance

Julie M. Austin
Executive Director

Attachment: A – DAR Customer Survey Summary

CHAPTER 2 – 2014 versus 2013 Customer Survey

Background

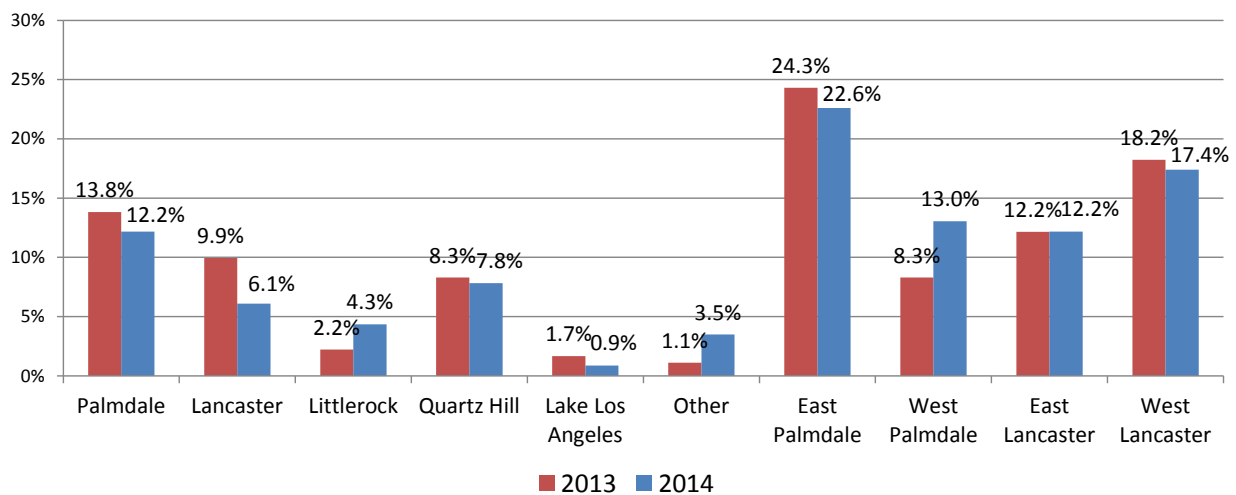
In Spring 2013 Moore & Associates conducted a direct-mail survey of all registered Antelope Valley Transit Authority (AVTA) Dial-A-Ride (DAR) customers. A total of 700 surveys were distributed of which we received 184 valid responses. The survey data were entered into Excel, coded, cleaned, and verified for accuracy, prior to being imported into our Statistical Package for the Social Sciences (SPSS) software. The 2013 survey revealed customer perceptions and information on the then-current DAR operator American Logistics Company (ALC).

AVTA requested a direct comparison (of all possible survey questions) of responses between the 2013 survey and the survey conducted in Spring 2014. The following narrative presents direct comparisons and trend analysis of applicable survey questions.

Question: Where do you normally begin your Dial-A-Ride trip?

Trip origin and destination pairings remained fairly consistent between 2014 and 2013. Respondents were slightly more likely to travel originating from Littlerock and other locations than in 2013. One possible reason for this could be due to Access Services enforcing its provision of trips within tighter measures, therefore further limiting trip availability to customers outside Access service areas, but who may still reside within AVTA Dial-A-Ride's service area. In addition a fairly significant increase (4.7 percent percent) in trips originating in West Palmdale was observed.

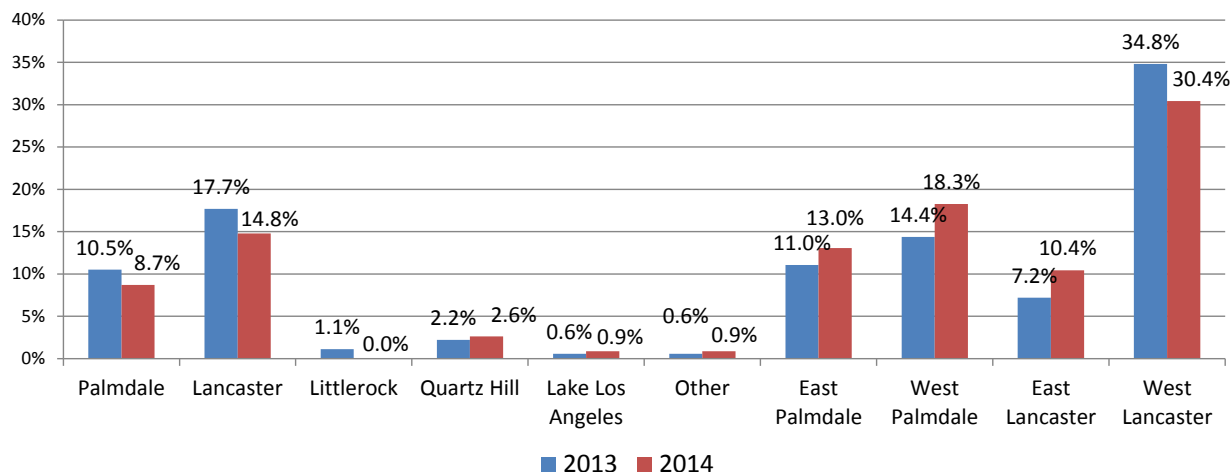
Exhibit 2.1 Trip Origin



Question: Where does your normal Dial-A-Ride trip end?

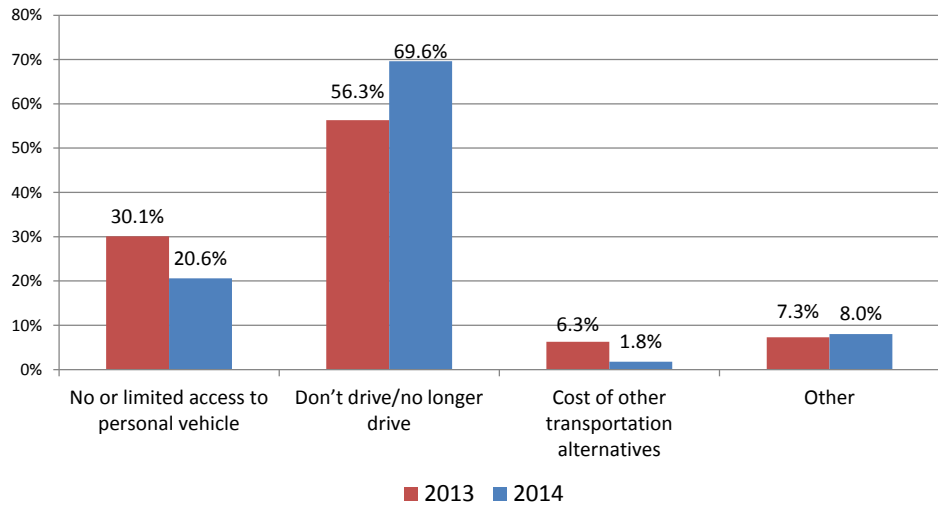
Similar to the responses provided in trip origins, 2014 and 2013 trip destinations were concentrated within the Lancaster and Palmdale areas. There was a bit of a decline in west Lancaster as a destination, while east Lancaster as a destination became more popular. For both survey years, customers reported Lancaster destinations far more frequently than Palmdale destinations. This finding is logical given the greater number of trip generators (such as medical, social service, and recreational/social attractions) which are located in Lancaster. The slight increase in east and west Palmdale destinations could be attributed to an increased desire to reach retail and grocery destinations found in those areas, as well as an increase in trips to the Palmdale Regional Medical center.

Exhibit 2.2 Trip Destination

**Question: What is your primary reason for using Dial-A-Ride?**

Survey respondents were asked to indicate their primary reason for using the Dial-A-Ride service. The primary change from 2013 to present was the decrease in respondents citing limited access to a personal vehicle, and an increase in customers who cannot or choose to no longer drive. This appears to indicate a decrease in “choice” ridership for the Dial-A-Ride, as those currently riding have less travel options. DAR customers who may be considered transit dependent (defined as those citing no or limited access to vehicles, and do not or no longer drive) remained relatively constant, increasing from 86.4 percent to 90.2 percent.

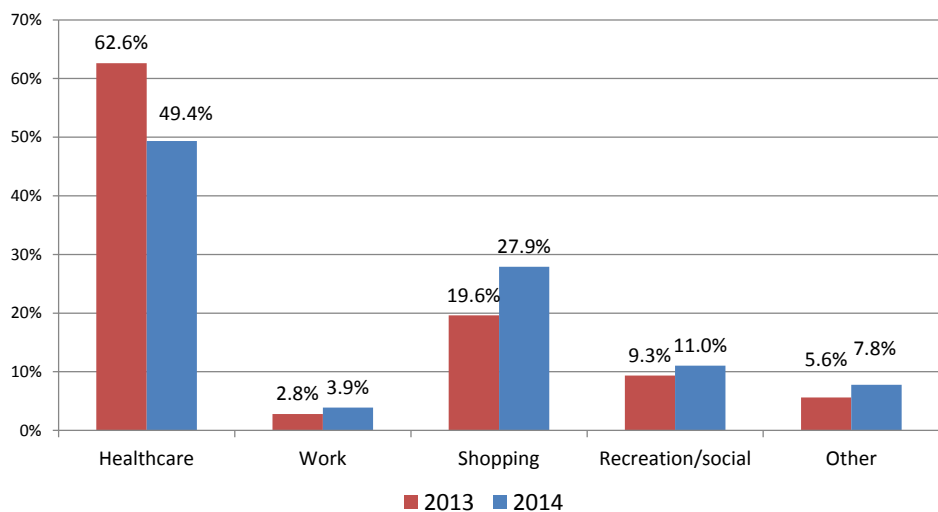
Exhibit 2.3 Primary Reason for Dial-A-Ride Use



Question: What is your most common trip purpose when using Dial-A-Ride?

Respondents in the 2014 survey indicated a significant shift in common trip purpose from 2013. *Healthcare* as a primary trip purpose decreased to 49.4 percent in 2014 from 62.6 percent in 2013 (decrease of 13.2 percent). A total of 27.9 percent of respondents (increase of 8.3 percent) cite *shopping* as their primary trip purpose. This seems to correspond with the trip destination information as a large number of retail locations are found in east and west Palmdale. *Work* continues to be the least common response, at 3.9 percent, reflecting an increase of 1.1 percent from 2013.

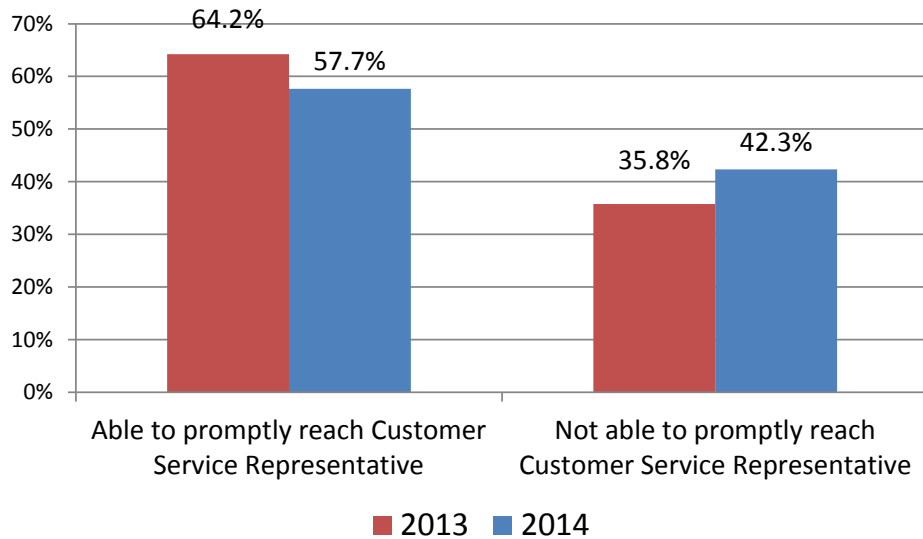
Exhibit 2.4 Trip Purpose



Question: When calling to place your ride request, are you able to promptly (within two minutes) reach a Customer Service Representative?

Customers indicating a prompt (within two minutes) connection to a Customer Service Representative decreased by 6.5 percent in 2014. This indicates a perceived further decline in level of service from 2011 where 70.4 percent indicated being able to promptly reach a phone representative. A contributing factor in the decline in perceived response rate could be due to recent policy and program changes with respect to DAR reservations. AVTA may consider monitoring phone logs to identify if this is a perceived deficiency versus an actual drop in performance.

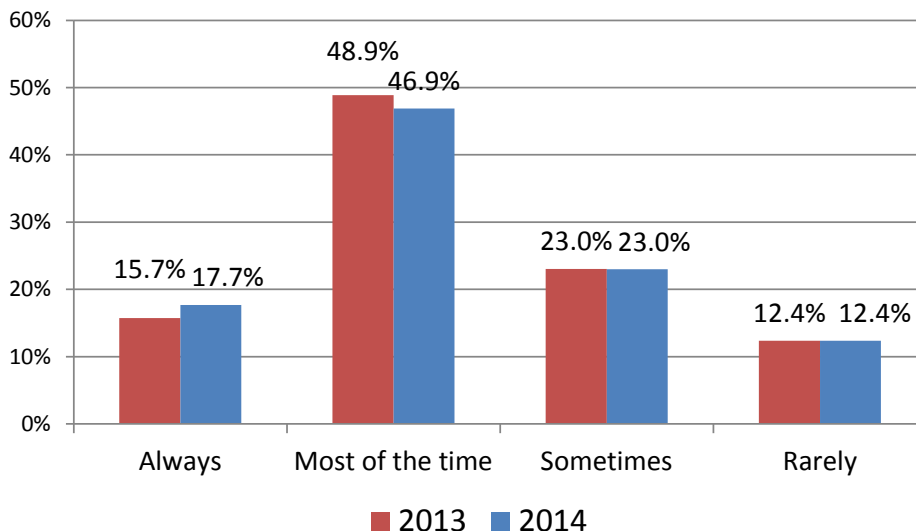
Exhibit 2.5 Call Response Time



Question: How often are you able to reserve your originally desired trip?

Interestingly, the same percentage of respondents (64.6 percent) cited being able to reserve their desired trip *always* or *most of the time* in both 2013 and 2014, though slightly more indicated *always* in 2014. The incidence of *sometimes* and *rarely* also remained unchanged between 2013 and 2014.

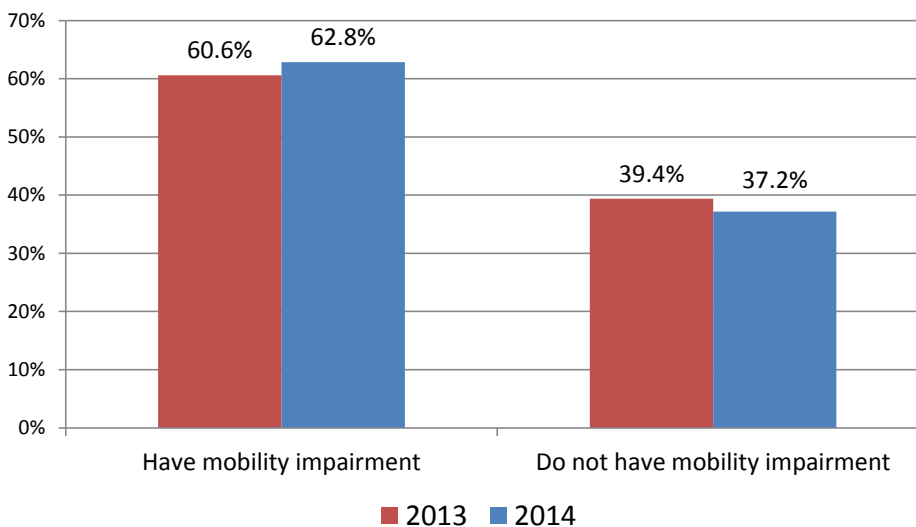
Exhibit 2.6 Ability to Reserve Desired Trip



Question: Do you have an impairment which impacts your personal mobility?

This question continues to remain fairly consistent across survey years with 62.8 percent of Dial-A-Ride customers in 2014 indicating having some form of mobility impairment. While not uncommon for demand-response paratransit services, this metric indicates a majority of DAR customers may be transit dependent due to limited mobility.

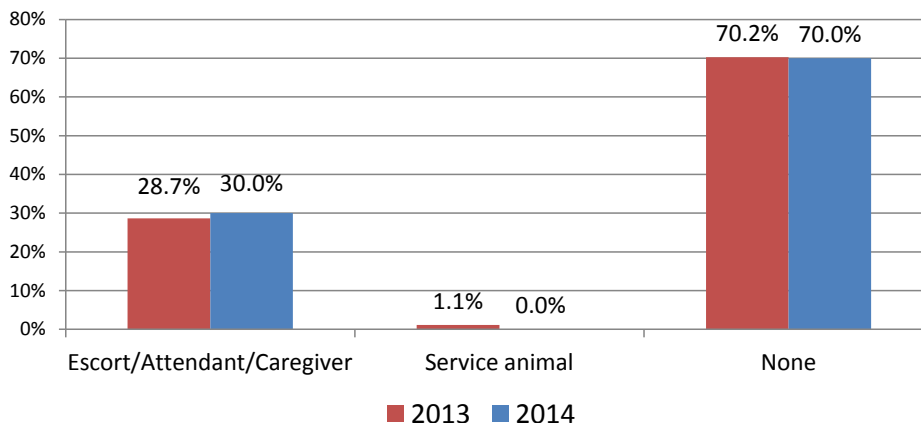
Exhibit 2.7 Mobility Impairment



Question: When traveling, are you typically accompanied by a companion, attendant, or service animal?

In 2014, 30 percent of customers reported riding with an escort, attendant, or caregiver, which saw a modest increase from 28.7 percent in 2013. Interestingly no respondents cited traveling with a service animal in 2014. Should AVTA’s service delivery model return to a shared-ride focus, this metric should be monitored to ensure there are no trip denials due to capacity constraints.

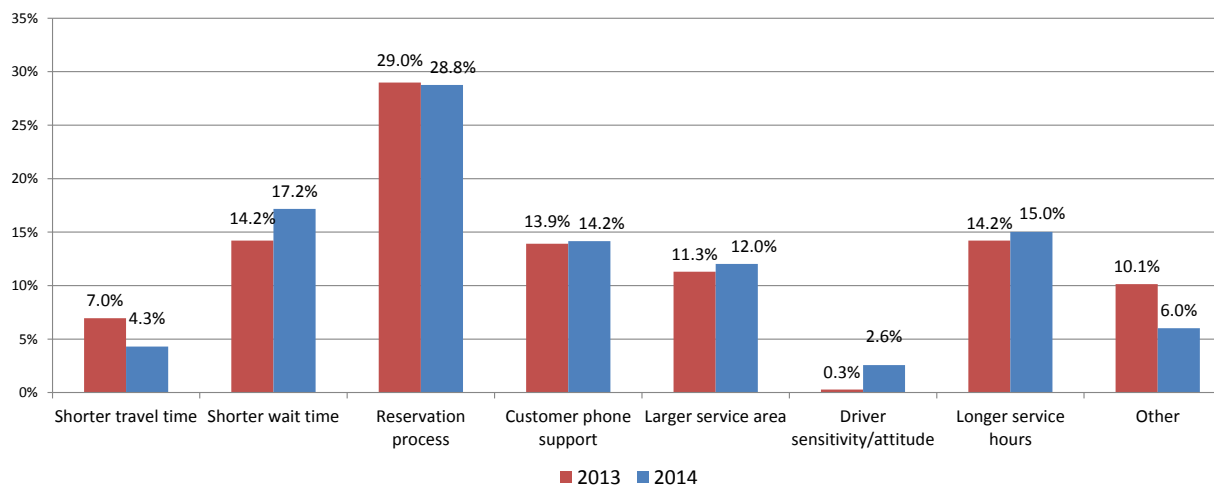
Exhibit 2.8 Accompanied by Escort, Attendant, Caregiver, or Service Animal



Question: How would you improve the Dial-A-Ride service?

In 2014 *reservation process* remains the most frequently cited improvement (28.8 percent). AVTA has improved customer’s perception on travel time, as the desire for that as an improvement has decreased to 4.3 percent from 7 percent in 2013. While the perception of travel time has improved, the desire for *shorter wait times* has increased slightly to 17.2 percent from 14.2 percent in 2013. Once again, AVTA DAR drivers rated very well with only 2.6 percent of respondents (up from 0.3 percent in 2013) indicating a desired improvement in that category.

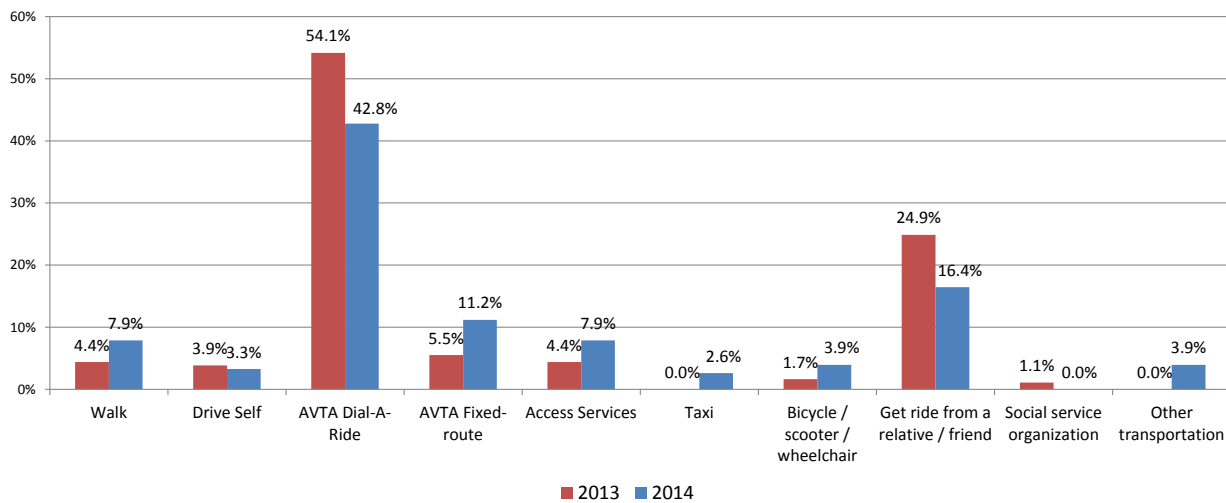
Exhibit 2.9 Dial-A-Ride Service Improvements



Question: How do you typically travel within the Antelope Valley?

While a significant increase (25.4 percent) in respondents citing the AVTA DAR as their typical mode of travel was observed from 2011 to 2013, a fairly significant decrease in this metric occurred between 2013 and 2014. Currently 42.8 percent indicate DAR as their primary mode of travel (a decrease of 11.3 percent from 2013). It should also be noted that a fairly significant portion of respondents (11.2 percent indicate AVTA’s fixed-route service as their primary mode of travel. This should be viewed as a positive indicator as fixed-route travel is significantly less expensive for AVTA on a per-trip basis, and the agency should continue to focus on mode-shifting as many DAR customers as possible through expanded promotional and travel training efforts. Fewer customers in 2014 (16.4 percent versus 24.9 percent in 2013) cite *get ride from a relative/friend* as their primary mode of travel. This was also noted alongside increases in respondents indicating *walk*, *Access Services*, *Taxi*, *Bicycle/scooter/wheelchair*, and *Other transportation* as their primary mode of travel.

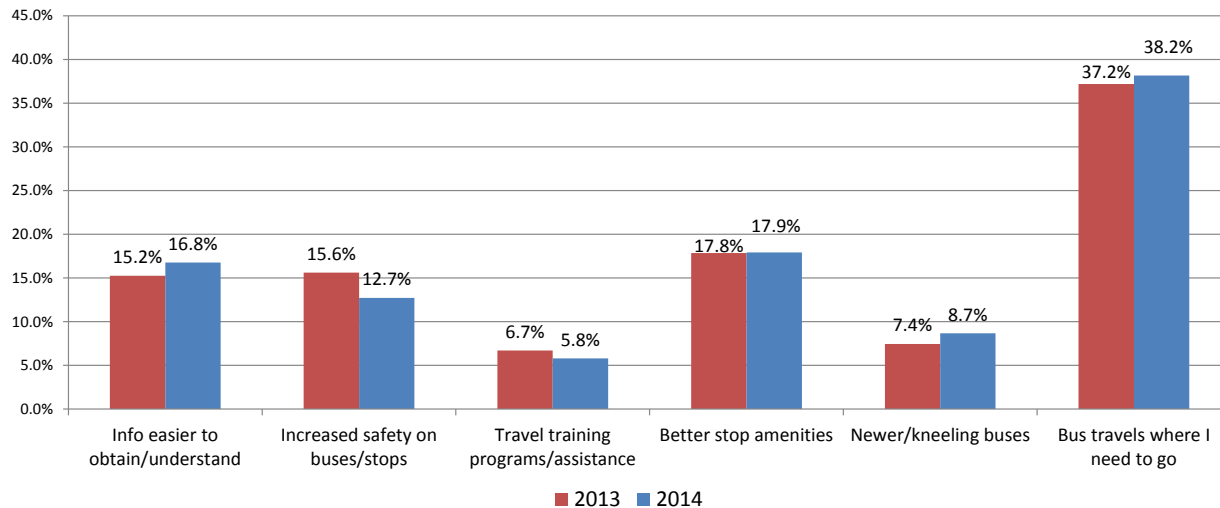
Exhibit 2.10 Typical Travel Mode



Question: Which of the following would cause you to use AVTA's regular bus service for some of your trips?

Exhibit 2.11 below indicates very similar trends between 2013 and 2014, with the most significant shift being in respondents desiring increased safety at bus stops (decrease of 2.9 percent), and a slight increase (1.6 percent) in a desire for information that is easier to obtain/understand. The most frequently cited preference remains *bus travels where I need to go* (38.2 percent). While not surprising, this may be an indicator of the limited mobility of customers and their preference for convenience. Typically fixed-route customers can be expected to walk up to ¼ of a mile to their destination and this may be seen as a significant barrier to DAR populations. AVTA should be commended for improving the perception of safety at bus stops, as that indicator had the largest increase in desirability in 2013.

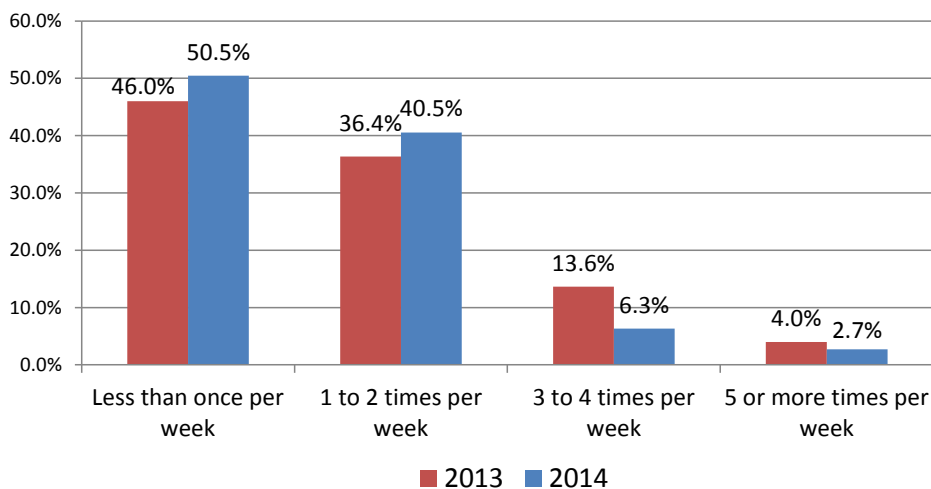
Exhibit 2.11 Cause to Use AVTA Fixed Route



Question: How often do you use Dial-A-Ride?

Comparison between 2013 and 2014 shows an interesting change to the frequency of use by DAR customers. A decrease of 8.6 percent of customers using the service at least 3-4 times per week may be explained by recent limitations enforced on the number trips allowed by customers each day. In addition, given the increase in trips made for shopping and recreation among customers, it is not uncommon to find a decrease in trips per week, as healthcare customers may be more likely to need recurring trips.

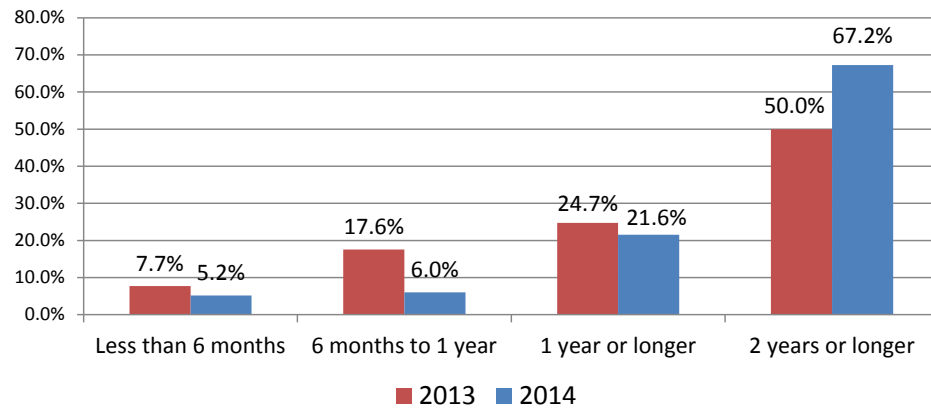
Exhibit 2.12 Frequency of Dial-A-Ride Use



Question: How long have you been using Dial-A-Ride?

Unsurprisingly, the tenure of DAR customers has increased. This is likely due to a high level of satisfaction among regular users, as well as the previously indicated decrease in travel options. Though tenured customers are seen as a plus overall, AVTA may wish to monitor continued access for registration of new customers to avoid any appearance of a barrier to access.

Exhibit 2.13 Tenure of Dial-A-Ride Patronage





DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: Approval of Executive Director's Employment Agreement

RECOMMENDATION

That the Board of Directors approve the Executive Director's Employment Agreement effective May 2, 2014.

FISCAL IMPACT

Funding for this item was included in the FY15 Business Plan.

BACKGROUND

The executive director's employment agreement was originally executed effective May 2, 2011 through June 30, 2014, with an automatic renewal clause. The Board and the executive director have agreed to modify some of the terms and conditions of the contract for a second term commencing May 2, 2014 through June 30, 2016. The majority of the terms and conditions will remain the same. A copy of the revised employment agreement will be available upon request to the board clerk.

Prepared and Submitted by:

D. Craig Fox
General Counsel, AVTA



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: Ratify Award of Sole Source Contract #2014-038 to IntelliRide for Dial-a-Ride Services for the Period June 1, 2014 – December 31, 2014

RECOMMENDATION

That the Board of Directors ratify award of Sole Source Contract #2014-038 to IntelliRide for Dial-a-Ride services for the period June 1, 2014 through December 31, 2014.

FISCAL IMPACT

The award of this contract will be cost neutral to AVTA as Veolia IntelliRide will assume the existing terms, conditions and pricing provided in the contract with ALC.

BACKGROUND

In February 2014 the Board approved the transfer of contractual interests, right, duties and responsibilities from AVTA's contract number 2013-033 with American Logistics Company (ALC) to Veolia IntelliRide under contract number 2014-38 to provide services for AVTA Dial-A-Ride paratransit service and the JARC Voucher Program for the remaining term of the ALC contract which would have ended December 31, 2015. Subsequently, FTA has clarified that assignment rules pertain only between eligible grantees and not between providers. In addition, it must be a sole source contract rather than an assignment. In order to meet the FTA requirement for full and open competition, FTA will allow this contract to remain in effect for a reasonable period to enable AVTA to solicit proposals. We believe this can be done by December 31, 2014. We anticipate returning to the Board for approval of a new contract at the October 2014 Board meeting. The new contract will be effective January 1, 2015.

SOLE SOURCE JUSTIFICATION

ALC asked that the operating contract be terminated no later than July 1, 2014. AVTA will have to solicit proposals from both operating contractors and, possibly, vehicle vendors. During the transition, IntelliRide has agreed to a short-term bridge contract of six months. Because AVTA already contracts with Veolia, local Veolia staff will be able to assist in the transition with management support and office/training space allowing a faster transition. FTA is aware that we are taking this approach and has indicated they are supportive of allowing a reasonable period of time for AVTA to conduct a solicitation to ensure full and open competition.

Prepared by:

Submitted by:

Len Engel
Director of Operations and Maintenance

Julie M. Austin
Executive Director



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: Draft Report - Federal Transit Administration FY14 Triennial Review and Management Response

RECOMMENDATION

That the Board of Directors receive and file the Draft Report - Federal Transit Administration (FTA) FY14 Triennial Review and Management Response.

FISCAL IMPACT

No fiscal impact.

BACKGROUND

The FTA conducts its triennial review program to determine whether a grantee is administering its FTA-funded programs in accordance with 49 U.S.C. Chapter 53, Federal Law Transit provisions. It assesses grantee management practices and program implementation to ensure that the programs are administered in accordance with FTA requirements and are meeting program objectives.

Ms. Ketnah Parchment of Milligan & Company, LLC, Philadelphia, was the reviewer, assisting FTA Region 9's Los Angeles Office in conducting AVTA's review. AVTA received notice of the review from FTA on March 18, 2014. Work commenced on March 20, 2014 and concluded with Milligan's site visit on July 7-8, 2014. Prior to the on-site portion of the review, Ms. Parchment examined information available from FTA and specific information provided by AVTA. During the on-site portion of the review, Ms. Parchment, FTA representatives and AVTA staff discussed outstanding issues, examined FTA-funded

facilities and equipment, reviewed additional documents, and visited Veolia as the contractor providing maintenance and operations services.

An exit conference was held on July 8, 2014. Ms. Parchment provided a draft copy of Milligan's findings, which revealed that AVTA was deficient with respect to the following review areas:

No. 6 - Americans with Disabilities Act (ADA) – 2 findings

1. Failure to provide origin-to-destination service. Response requested by March 3, 2014.
2. Written no-show policy does not take into account frequency of travel prior to suspension. Response requested by March 3, 2015.

The ADA findings were applied to all Los Angeles County operators since Access serves as the county's community transit service agency (CTSA) of ADA paratransit services. The findings will be addressed by all Los Angeles County operators in cooperation with Access Services.

No. 7 – Purchasing Policies & Procedures - 7 findings

1. Not all procurements over \$2,000 include all required FTA clauses.

More specifically:

- All construction procurements greater than \$2,000 will include Davis-Bacon language (wage law requirements).
- All procurements greater than \$3,000 require varying FTA clauses which are individually addressed in boilerplate that varies depending upon the nature of the procurement.

The response to issue #1 is requested by December 5, 2014.

Items 2-7 all have a response date of November 7, 2014.

2. No written protest procedures included in some solicitations.
3. Pre-award audits and/or post delivery audits not performed in all cases.
4. Some files are lacking required cost/price analysis.
5. No verification that excluded parties are not participating.
6. Some files are lacking independent cost estimates.
7. Responsibility determination deficiencies. More specifically, the FTA provides that grantees will conduct assessments of the capability and financial capacity of prospective contractors prior to award.

The following criteria are measured for each contractor:

- A. integrity,
- B. compliance with public policy;
- C. assessment of past performance;
- D. assessment of financial and technical resources.

Attachment A lists management's response to each finding. Staff has also updated the procurement policies and procedures to ensure compliance with FTA requirements through the use of comprehensive checklists for each type of procurement, with links to all required forms.

There are three principle procedural changes for procurement:

1. The finding and response to Procurement Finding #1 resulted in comprehensive changes to the Purchasing and Procurement Policy to ensure that the proper use of FTA clauses in the contract boilerplate was included according to FTA Requirements.
2. All employees participating in purchasing and procurement activities must sign an annual acknowledgement that they will follow established procedures in keeping with FTA requirements.
3. No procurements will take place until the Purchasing and Procurement Officer verifies that all required documents have been received and properly executed.

The revised Purchasing and Procurement Policy will be presented to the Board as New Business item No. 4.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director

Attachments:

- A – Management Response
- B – AVTA Triennial Review – Draft Report
- C – Executive Director's memo to Milligan & Co.
regarding Access Services oversight



August 20, 2014

Mr. Ray Tellis
Team Leader
FTA Region IX – Los Angeles Metropolitan Office
International Tower
888 S. Figueroa St., Suite 2170
Los Angeles, CA 90017

Subject: Comments on FY 2014 Draft Triennial Review Report

Dear Mr. Tellis:

We have reviewed the above-referenced report and provide the following comments specific to noted deficiencies:

Review Area 4: ADA

Deficiency: Failure to provide origin-to-destination service (307)

Corrective Action: For the deficiency, failure to provide origin-to-destination service (307), by March 3, 2015, submit documentation to the FTA Region IX Civil Rights Officer that demonstrates Access Services is providing origin to destination service for ADA complementary paratransit services as required.

AVTA Comments: We will work with Access and other Los Angeles County transit operators to address this deficiency. We respectfully request an extension until September 9, 2014 to respond in more detail.

Deficiency: Insufficient no-show policy (316)

Access Services' written no-show policy does not take into account frequency of travel prior to suspension. Further, the policy, which calls for suspending passengers for 10 days after the first occurrence, 30 days for a second occurrence, 60 days for a third occurrence and 90 days for fourth occurrence of no-shows, does not meet the reasonableness requirement of 49 CFR 37.125(h). Additionally, Access Services treats subscription trips canceled after 10:00 p.m. the night before as no-shows; FTA permits cancellations to be regarded as no-shows only if they are made within one to two hours of the pickup time provided to the passenger.

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City of Lancaster

Executive Director
Julie M. Austin

Corrective Action: For the deficiency, *insufficient no-show policy (316)*, by March 3, 2015, submit to the FTA Region IX Civil Rights Officer revised policies and public information materials for no-shows and suspensions, including templates for no-show notification, suspension and appeal letters relating to no-shows, late cancellations, and suspensions.

AVTA Comments: We will work with Access and other Los Angeles County transit operators to address this deficiency. We respectfully request an extension until September 9, 2014 to respond in more detail.

Review Area 6 – Procurement

AVTA has revised its procurement manual for approval by its Board of Directors on August 26, 2016. The revisions address all of the deficiencies listed below. AVTA's responses refer to relevant page numbers and sections in the revised draft respond to each finding. The draft manual is being submitted with this response letter.

Basic Requirement: Grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, "Third Party Contracting Guidance."

Finding: During this Triennial Review of AVTA, deficiencies were found with the FTA requirements for Procurement.

During the site visit, ten FTA-funded contracts were reviewed. The ten contracts included:

- Two consortium-led negotiated procurements for transit buses and commuter buses;
- Two invitation for bids (IFB) for contracts for construction of a transit facility and bus stop improvements;
- Requests for proposals for vehicle operations and maintenance services, a multi-faceted ITS project and engineering services;
- A sole source procurement for the addition of a water reclamation system to an existing bus wash unit;
- An intergovernmental procurement issued by the California Department of Transportation for the purchase of two support vehicles; and
- A small purchase for a forklift.

The following deficiencies were found:

Deficiency: No FTA clauses (129)

The procurement of the two support vehicles did not contain any required FTA clauses.

Corrective Action: For the deficiency, no FTA clauses (129), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that applicable federal clauses are included in all procurement solicitations over \$2,000.

AVTA Comments: Procurement policies have been updated as suggested for approval by the Board August 26, 2014. AVTA will provide FTA with a complete copy of its updated policy and forms upon adoption by the Board. See *Procurement Policy and Procedures Manual, General Procurement, Section 2000 - Purchasing Thresholds, subsections 2 - Procurement Types, 2.32 \$3,000 and Below – Micro-procurements, 2.3.2.3 (Page 35), and 2.3.3; \$3,000 to \$50,000 - Small Procurement Procedure, item number 2.3.3.5 (Page 36), and 2.3.4; Greater than \$50,000 – Formal Procurement Procedure, subsections 2.3.4.2, 2.3.4.2.7 and 2.3.4.2.9 (Pages 37-38); and Purchase Order General Terms and Conditions, Section 2 (Pages 2-7); and Request for Proposals Template - Federal, Table of Contents, Section E - Federal Requirements (Pages 38-57).*

Deficiency: No written protest procedures (152)

The procurement files for the bus stop improvements, forklift purchase, the water reclamation system and the two support vehicles did not include protest procedures.

Corrective Action: For the deficiency, no written protest procedures (152), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to notify potential bidders and proposers of its protest procedures.

AVTA Comments: The procurement policies and procedures have been updated to require acknowledgement by the Acquisition Team that they have read and understand AVTA's procurement requirements. Checklists have been developed which will be reviewed and signed by all relevant parties to ensure written protest procedures are included in all procurements. See *Procurement Policy and Procedures Manual, Solicitation Protests, Section 5000 - Vendor Protest Procedures (Pages 96-103), and Request for Quotes Form, Section A – General Provisions, subsection 5 (page 2), and Request for Proposals Template Form, subsection 15 - Clarification/Protest/Question (Page 6). Also see Appendix I – Procurement Related Forms, subsection 1 - Procurement Policy Certification Form (Page 141).*

Deficiency: No verification that excluded parties are not participating (183)

The procurement files for the construction of bus stop improvements, the water reclamation system, operations and maintenance services, engineering services and the two support vehicles did not include verification that excluded parties are not participating.

Corrective Action: For the deficiency, no verification that excluded parties are not participating (183), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office revised procedures to search the SAM and place documentation in the procurement file before entering into a contract.

AVTA Comments: Procurement procedures have been revised to include this requirement. See *Procurement Policy and Procedures Manual, General Procurement, 2000 Purchasing Thresholds, Section 2 - Procurement Types, 2.3.3. \$3,000 to \$50,000 - Small Procurement Procedure, item number 2.3.3.5 (Page 36), and 2.3.4 Greater than \$50,000 – Formal Procurement Procedure, subsections 2.3.4.2.1.4 (Page 38), and 2.3.4.2.18 (Page 39). Also see Additional Purchasing Requirements, 8000 Additional Purchasing Requirements, Section 6 - Procurement Files, subsection 6.15 (page 139).*

Deficiency: Pre-award and/or post-delivery audits not performed (253)

The procurement files for transit buses included a non-compliant pre-award audit. The audit in the file was provided by the bus manufacturer and was not performed by either the transit agency or by an independent third party. The grantee or an independent third party must conduct the audit. The audit may be based on information provided by the manufacturer; however, certification by the manufacturer is not adequate.

Corrective Action: For the deficiency, pre-award and/or post-delivery audits not performed (253), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that Buy America pre-award and/or post-delivery audits are performed for revenue rolling stock procurements.

AVTA Comments: Procurement policies and procedures have been updated to ensure that pre-award and post-delivery audits are performed for revenue rolling stock. Checklists have also been developed and are attached to the procurement policy. See *Procurement Policy and Procedures Manual, Additional Purchasing Requirements, Section 8000 - Additional Purchasing Requirements, subsections 6 - Procurement Files, and 6.10 - Rolling Stock / Bus Procurements (page 138).*

Deficiency: Lacking required cost/price analysis (271)

The procurement files for the water reclamation system, operations and maintenance services, engineering services, the two support vehicles, the purchase of transit buses and the construction of the facility did not include a cost or price analysis.

Corrective Action: For the deficiency, lacking required cost/price analysis (271), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete a cost or price analysis for every procurement action.

AVTA Comments: Procurement processes have been clarified in the revised procurement manual. Checklists have been added to ensure all steps are covered. See *Procurement Policy and Procedures Manual, General Procurement, Section 2000 - Purchasing Thresholds, subsections 1 - Policy Statement, 1.3 (Page 33), and 2 -*

Procurement Types, 2.3.3. \$3,000 to \$50,000 – Small Procurements Procedure, 2.3.3.5. (Page 36) and 2.3.4 - Greater than \$50,000 – Formal Procurement Procedure, 2.3.4.2.18 and Section 4000 - Formal Procurement Procedure, subsection 3 - Usage of Procurement Methods, subsections 3.4.2.9. (Page 58), 4 - Procedures for Competitive Bidding, 4.15 - Reasonableness of Price (Cost/Price Analysis)(Page 67), and 5 - Procedures for Competitive Proposals, 5.17 - Determining Reasonableness of Price (Pages 89-91), and 7020 - Project Close-out and Change Orders, 8 - Types of Change Orders, 10 (Page 130), and Section 8000 - Additional Purchasing Requirements, subsections 6 - Procurement Department Files, 6.13 - Cost/Price Analysis Form and 6.21 - Cost/Price Analysis Form (Page 138), and Appendix I – Procurement Related Forms, subsections 19 - Cost Analysis, and 20 - Price Analysis.

Deficiency: Lacking independent cost estimate (340)

The procurement files for operations and maintenance services, engineering services, two support vehicles, transit buses and facility construction did not include an independent cost estimate.

Corrective Action: For the deficiency, lacking independent cost estimate (340), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete an independent cost estimate for every procurement action.

AVTA Comments: Procurement policies and procedures have been updated to include forms for completing an independent cost estimate and checklists to ensure these are included in every procurement action. See *Procurement Policy and Procedures Manual, General Procurement, Section 2000 - Purchasing Thresholds, subsections 1 - Policy Statement, 1.3 (Page 33), 2 - Procurement Types, 2.3.3, \$3,000 to \$50,000 – Small Procurements Procedure, 2.3.3.5. (Page 36), 2.3.4 - Greater than \$50,000 – Formal Procurement Procedure, 2.3.4.2 (Page 37), and Section 4000 - Formal Procurement Procedures, subsection 1 - General (Page 54), and Section 7020 Project Close-out and Change Orders, subsections 5 - Procedure, 5.3.5 (Page 129), and Section 8000 Additional Purchasing Requirements, subsections 6 - Procurement Department Files, 6.1 (Page 138), and Appendix I – Procurement Related Forms, 7 (Page 141).*

Deficiency: Responsibility determination deficiencies (344)

The procurement files for the bus stop improvements, operations and maintenance services, engineering services, and two support vehicles did not include a determination by AVTA that they were awarded to a responsible contractor. Responsibility is determined by the grantee after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as “responsible” and that its proposed subcontractors also qualify as “responsible”.

Corrective Actions: For the deficiency, Responsibility determination deficiencies (344), by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan

Office a process to ensure that AVTA follows its procurement policies and procedures to make adequate responsibility determinations prior to the award of a contract.

AVTA Comment: The procurement policies and procedures have been modified to assign responsibility for making such determinations prior to award of a contract, and checklists have been developed to ensure adequate responsibility determinations have been made before a contract is awarded. See *Procurement Policy and Procedures Manual, Section 2000 - Purchasing Thresholds, subsections 2 - Procurement Types, 2.3.3. \$3,000 to \$50,000 – Small Procurements Procedure, 2.3.3.5. (Page 36), and 2.34, Greater than \$50,000 - Formal Procurement Procedure, 2.3.4.2.18. (Page 39), and Section 8000 - Additional Purchasing Requirements, subsections 6 - Procurement Department Files, 6.14 (Page 139), and Appendix I – Procurement Related Forms, subsection 21 (Page 141).*

As a general comment, we found the Triennial Review process enlightening and have worked to quickly address all deficiencies. The consultant and FTA staff were pleasant to work with and very helpful.

Please don't hesitate to call me at 661-729-2206 if you have any questions or need additional information.

Sincerely,



Julie M. Austin
Executive Director

cc: Ketnah Parchment, Milligan & Company
Charlene Lee Lorenzo, FTA Region IX LA Metropolitan Office
Colby Konisek, AVTA
Lyle Block, AVTA

Enclosures: Draft AVTA Policy and Procedures Manual – submitted for Board approval
August 26, 2014
Request for Quotes Form
Request for Proposals Template
PO Terms and Conditions Form



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION IX
Arizona, California,
Hawaii, Nevada, Guam
American Samoa,
Northern Mariana Islands

201 Mission Street
Suite 1650
San Francisco, CA 94105-1839
415-744-3133
415-744-2726 (fax)

AUG 06 2014

Ms. Julie M. Austin
Executive Director
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534

Re: FY 2014 Draft Triennial Review Report

Dear Ms. Austin:

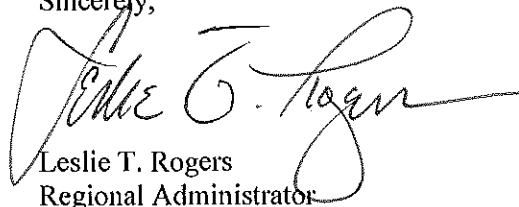
This enclosed Draft Report documents the Federal Transit Administration's (FTA) Triennial Review of the Antelope Valley Transit Authority (AVTA) in Lancaster, California. This review is required by Chapter 53 of Title 49, United States Code, Section 5307. Although not an audit, the Triennial Review is the FTA's assessment of the AVTA's compliance with Federal requirements, determined by examining a sample of grant management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute a comprehensive and final review of compliance with grant requirements.

The Triennial Review focused on the AVTA's compliance in 17 areas. No deficiencies were found with the FTA requirements in fifteen areas. Deficiencies were found in two areas: American with Disabilities Act (ADA) and Procurement. The AVTA had no repeat deficiencies from the 2011 Triennial Review.

Please review this draft report for accuracy and provide your comments to both the reviewer and your FTA Program Manager **within ten business days from the date of this letter**. A final report, that incorporates your comments to the draft report, will be provided to you within 24 business days of your response.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Charlene Lee Lorenzo at (213) 202-3952 or email: Charlene.LeeLorenzo@dot.gov, or Ketnah Parchment at (215) 496-9100 or email: Kparchment@milligancpa.com.

Sincerely,


Leslie T. Rogers
Regional Administrator

Enclosure

cc: Colby Konisek, AVTA

DRAFT REPORT

FY2014 TRIENNIAL REVIEW

of

**Antelope Valley Transit Authority
Lancaster, CA
Recipient ID: 5564**

Performed for:

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION IX**

Prepared by:

Milligan & Company, LLC

Scoping Meeting Date: May 7, 2014

Site Visit Dates: July 7-8, 2014

Draft Report Date: August 6, 2014

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I. Executive Summary

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Antelope Valley Transit Authority (AVTA). The review was performed by Milligan and Company, LLC. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. AVTA’s transit facilities were toured to provide an overview of activities related to FTA-funded projects.

The Triennial Review focused on AVTA’s compliance in 17 areas. Deficiencies were found in the areas listed below.

Review Area	Deficiencies	
	Code	Description
4. American with Disabilities Act	D-307	Failure to provide origin-to-destination service
	D-316	Insufficient no-show policy
6. Procurement	D-129	No FTA clauses
	D-152	No written protest procedures
	D-183	No verification that excluded parties are not participating
	D-253	Pre-award audit and/or post-delivery audit not performed
	D-271	Lacking required cost/price analysis
	D-340	Lacking independent cost estimate
	D-344	Responsibility determination deficiencies

II. Review Background and Process

1. Background

The United States Code, Chapter 53 of Title 49, requires the FTA of the United States Department of Transportation (USDOT) to perform reviews and evaluations of Urbanized Area Formula Grant activities at least every three years. This requirement is contained in 49 U.S.C. 5307(i). This review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993). At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements.

The Triennial Review includes a review of the grantee's compliance in 17 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of AVTA. The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. The specific documents reviewed are referenced in this report and are available at FTA's Regional Office or at the grantee's office.

2. Process

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the grantee's location. The review scoping meeting was conducted with the Region IX Office on May 7, 2014. Necessary files retained by the regional office were sent to the reviewer electronically. A review package was sent to AVTA advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to AVTA occurred on July 7-8, 2014.

The onsite portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. A tour of the AVTA's transit facilities was conducted to provide an overview of activities related to FTA-funded projects. A sample of maintenance records for FTA-funded vehicles and equipment was also examined during the site visit. Upon completion of the review, a summary of preliminary findings was provided to AVTA at an exit conference. The individuals participating in the review are listed in Section VI of this report.

3. Metrics

The metrics used to evaluate whether a grantee is meeting the requirements for each of the areas reviewed are:

- *Not Deficient*: An area is considered not deficient if, during the review, no findings were noted with the grantee's implementation of the requirements.
- *Deficient*: An area is considered deficient if all of the requirements within the area reviewed were not met.
- *Not Applicable*: An area can be deemed not applicable if, after an initial assessment, the grantee does not conduct activities for which the requirements of the respective area would be applicable.

III. Grantee Description

Organization

The Antelope Valley Transit Authority (AVTA) serves a population of more than 400,000 residents within the Cities of Lancaster and Palmdale, as well as the unincorporated portions of northern Los Angeles County. AVTA’s total service area covers 1,200 square miles and is bounded by the Kern County line to the north, the San Bernardino County line to the east, the Angeles National Forest to the south, and Interstate 5 to the West. The fixed route service area consists of approximately 100 square miles.

Services

AVTA contracts with Veolia Transportation, Inc. to provide fixed route and Dial-A-Ride bus operations. AVTA operates a network of 12 local transit routes, three commuter routes, and three supplemental school routes during the week. Local bus service is operated on weekdays from 5:45 a.m. to 12:07 a.m. Weekend service is operated from 6:45 a.m. to 8:10 p.m. Commuter routes operate Monday through Friday from 3:45 a.m. to 7:40 p.m. AVTA also provides urban and rural dial-a-ride service. Dial-A-Ride 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. Dial-a-Ride vehicles operate weekdays 6:00 a.m. to 7:30 p.m. and weekends 8:00 a.m. to 6:00 p.m. Complementary paratransit service is provided by Access Services.

AVTA’s basic adult cash fare for fixed-route service is \$1.50. When AVTA began selling the regional fare card, Transit Access Pass (TAP), in 2008, the fare structure was modified to allow TAP customers to receive a discount of \$0.25 on their basic adult fare, reducing it to \$1.25 for TAP customers only. Free transit service is offered to seniors (65 plus), persons with disabilities, 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.

AVTA operates a fleet of 71 buses for transit service, with 43 buses for local service and 28 for commuter service. The current peak requirement for local service is 37 vehicles and commuter service is 22 vehicles. Vehicles, fuel, and maintenance for AVTA’s paratransit service are all provided by the contractor.

Grant Activity

Below is a list of AVTA’s active grants at the time of the review.

Grant Number	Grant Amount	Year Executed	Description
CA-90-Y616	\$8,837,160	2007	Capital, Operating & Preventive Maintenance
CA-90-Y799	\$8,163,600	2010	Capital & Preventive Maintenance
CA-90-Y875	\$13,810,400	2011	Capital & Operating
CA-90-Y968	\$14,357,738	2012	Capital & Operating
CA-90-Z059	\$10,634,679	2013	Capital, Vehicle Replacement, PM, Operating

Completed Projects

An expansion of AVTA's administration, operations, and maintenance facility was completed in November 2012. AVTA also purchased 15 hybrid electric buses.

Projects Underway

AVTA's Comprehensive Operational Analysis – Route to Success project is underway, which will provide a roadmap for transit improvements over the next ten years. Nearly complete is AVTA's Intelligent Transportation System. Full rollout of this project is anticipated in August 2014. AVTA is also integrating battery electric buses into its fleet, beginning with two locally funded buses in July 2014. A fare analysis is underway, the results of which will be implemented in January 2015.

Future Projects

During the next three to five years, AVTA plans to conduct a bus rapid transit feasibility study and seek small starts funding for a BRT along its busiest local transit corridor. AVTA also plans to install at least two in-ground wireless inductive chargers at their two major transfer centers. These charging facilities will have the capacity to add run time for up to eight battery electric buses. AVTA is taking delivery of two battery electric buses (purchased with local funds) in July 2014. Pending a successful demonstration project and identification of sufficient funding, AVTA intends to purchase additional electric buses for deployment over the next three years. It is anticipated that these buses will be federally funded.

IV. Results of the Review

1. Financial Management and Financial Capacity

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, cover maintenance and operational costs for FTA funded facilities and equipment, as well as conduct and respond to applicable audits.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Financial Management and Financial Capacity.

2. Technical Capacity

Basic Requirement: The grantee must be able to implement FTA funded projects in accordance with the grant application, Master Agreement, and all applicable laws and regulations, using sound management practices.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Technical Capacity.

3. Maintenance

Basic Requirement: Grantees and subrecipients must keep federally funded vehicles, equipment and facilities in good operating condition. Grantees and subrecipients must keep ADA accessibility features on all vehicles, equipment and facilities in good operating order.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Maintenance.

4. Americans with Disabilities Act

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: During this Triennial Review of Culver City, a deficiency was found with the USDOT requirements for ADA.

Failure to provide origin-to-destination service (307)

AVTA relies on Access Service to provide ADA complementary paratransit services for its fixed-route operations. The ADA service is described as curb-to-curb in the public information that is provided to passengers. No provisions are made for assistance beyond the curb for

passengers whose disabilities may require such assistance in order to reach their destination or leave their point of origin. Under 49 CFR § 37.129(a), with the exception of certain situations in which on-call bus service or feeder paratransit service is appropriate, complementary paratransit service for ADA paratransit eligible persons must provide origin-to-destination service. Where the basic mode of paratransit service is curb-to-curb, service may need to be provided to some individuals to ensure that they are actually able to travel from their points of origin or destination.

Insufficient no-show policy (316)

Access Services' written no-show policy does not take into account frequency of travel prior to suspension. Further, the policy, which calls for suspending passengers for 10 days after the first occurrence, 30 days for a second occurrence, 60 days for a third occurrence and 90 days for fourth occurrence of no-shows, does not meet the reasonableness requirement of 49 CFR 37.125(h). Additionally, Access Services treats subscription trips canceled after 10:00 p.m. the night before as no-shows; FTA permits cancellations to be regarded as no-shows only if they are made within one to two hours of the pickup time provided to the passenger.

Corrective Actions and Schedule:

- For the deficiency, *failure to provide origin-to-destination service (307)*, by March 3, 2015, submit documentation to the FTA Region IX Civil Rights Officer that demonstrates Access Services is providing origin to destination service for ADA complementary paratransit services as required.
- For the deficiency, *insufficient no-show policy (316)*, by March 3, 2015, submit to the FTA Region IX Civil Rights Officer revised policies and public information materials for no-shows and suspensions, including templates for no-show notification, suspension and appeal letters relating to no-shows, late cancellations, and suspensions.

5. Title VI

Basic Requirement: The grantee must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance without regard to whether specific projects or services are federally funded. The grantee must ensure that federally supported transit services and related benefits are distributed in an equitable manner.

Note: The 2014 Triennial Review covers a three-year period in which the FTA issued a revised circular for Title VI, which provided more information on how to comply and changed requirements for some grantees with populations over 200,000 persons. As of October 1, 2012, grantees must comply with the requirements of FTA C 4702.1B. The Triennial Review will look at compliance with the requirement of FTA C 4702.1A for the period prior to October 1, 2012, and compliance with the revised circular for activities after this date.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Title VI.

6. Procurement

Basic Requirement: Grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, “Third Party Contracting Guidance.”

Finding: During this Triennial Review of AVTA, deficiencies were found with the FTA requirements for Procurement.

During the site visit, ten FTA-funded contracts were reviewed. The ten contracts included:

- Two consortium-led negotiated procurements for transit buses and commuter buses;
- Two invitation for bids (IFB) for contracts for construction of a transit facility and bus stop improvements;
- Requests for proposals for vehicle operations and maintenance services, a multi-faceted ITS project and engineering services;
- A sole source procurement for the addition of a water reclamation system to an existing bus wash unit;
- An intergovernmental procurement issued by the California Department of Transportation for the purchase of two support vehicles; and
- A small purchase for a forklift.

The following deficiencies were found:

No FTA clauses (129)

The procurement of the two support vehicles did not contain any required FTA clauses.

No written protest procedures (152)

The procurement files for the bus stop improvements, forklift purchase, the water reclamation system and the two support vehicles did not include protest procedures.

No verification that excluded parties are not participating (183)

The procurement files for the construction of bus stop improvements, the water reclamation system, operations and maintenance services, engineering services and the two support vehicles did not include verification that excluded parties are not participating.

Pre-award and / or post delivery audits not performed (253)

The procurement files for transit buses included a non-compliant pre-award audit. The audit in the file was provided by the bus manufacturer and was not performed by either the transit agency or by an independent third party. The grantee or an independent third party must conduct the audit. The audit may be based on information provided by the manufacturer; however, certification by the manufacturer is not adequate.

Lacking required cost/price analysis (271)

The procurement files for the water reclamation system, operations and maintenance services, engineering services, the two support vehicles, the purchase of transit buses and the construction of the facility did not include a cost or price analysis.

Lacking independent cost estimate (340)

The procurement files for operations and maintenance services, engineering services, two support vehicles, transit buses and facility construction did not include an independent cost estimate.

Responsibility determination deficiencies (344)

The procurement files for the bus stop improvements, operations and maintenance services, engineering services, and two support vehicles did not include a determination by AVTA that they were awarded to a responsible contractor. Responsibility is determined by the grantee after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as “responsible” and that its proposed subcontractors also qualify as “responsible”.

Corrective Actions and Schedules:

- For the deficiency, *no FTA clauses (129)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that applicable federal clauses are included in all procurement solicitations over \$2,000.
- For the deficiency, *no written protest procedures (152)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to notify potential bidders and proposers of its protest procedures.
- For the deficiency, *no verification that excluded parties are not participating (183)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office revised procedures to search the SAM and place documentation in the procurement file before entering into a contract.
- For the deficiency, *pre-award and / or post delivery audits not performed (253)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that Buy America pre-award and/or post-delivery audits are performed for revenue rolling stock procurements.
- For the deficiency, *lacking required cost/price analysis (271)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete a cost or price analysis for every procurement action.
- For the deficiency, *lacking independent cost estimate (340)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete an independent cost estimate for every procurement action.

- For the deficiency, *Responsibility determination deficiencies (344)*, by December 9, 2014, submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to make adequate responsibility determinations prior to the award of a contract.

7. Disadvantaged Business Enterprise

Basic Requirement: The grantee must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the USDOT requirements for DBE.

8. Legal

Basic Requirement: The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA funded projects. The authority to take actions and responsibility on behalf of the grantee must be properly delegated and executed. Grantees must comply with Restrictions on Lobbying requirements.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Legal.

9. Satisfactory Continuing Control

Basic Requirement: The grantee must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Satisfactory Continuing Control.

10. Planning/Program of Projects

Basic Requirement: The grantee must participate in the transportation planning process in accordance with FTA requirements, MAP-21, and the metropolitan and statewide planning regulations. Grantees must participate in a coordinated public transit-human services transportation planning process that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes; provides strategies for meeting those local needs; and prioritizes transportation services for funding and implementation. Each recipient of a Section 5307 grant shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a POP.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Planning/POP.

11. Public Comment on Fare Increases and Major Service Reductions

Basic Requirement: Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Public Comment on Fare Increases and Major Service Reductions.

12. Half Fare

Basic Requirement: For service supported with Section 5307 assistance, fares charged elderly persons, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Half Fare.

13. Charter Bus

Basic Requirement: Grantees are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Grantees are allowed to operate community based charter services excepted under the regulations.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Charter Bus.

14. School Bus

Basic Requirement: Grantees are prohibited from providing exclusive school bus service unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service. School tripper service that operates and looks like all other regular service is allowed.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for School Bus.

15. Safety and Security

Basic Requirement: As recipients of Section 5307 funds, grantees must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Security.

16. Drug Free Workplace and Drug and Alcohol Program

Basic Requirement: All grantees are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program. Grantees receiving Section 5307, 5309 or 5311 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program.

17. Equal Employment Opportunities

Basic Requirement: The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving federal financial assistance under the federal transit laws. (Note: EEOC's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of AVTA, no deficiencies were found with the FTA requirements for Equal Employment Opportunity (EEO).

V. Summary of Findings

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
1. Financial Management and Financial Capacity	ND				
2. Technical Capacity	ND				
3. Maintenance	ND				
4. ADA	D	307: Failure to provide origin-to-destination service	Submit documentation to the FTA Region IX Civil Rights Officer that demonstrates Access Services is providing origin to destination service for ADA complementary paratransit services as required.	March 3, 2015	
	D	316: Insufficient no-show policy	Submit to the FTA Region IX Civil Rights Officer revised policies and public information materials for no-shows and suspensions, including templates for no-show notification, suspension and appeal letters relating to no-shows, late cancellations, and suspensions.	March 3, 2015	
5. Title VI	ND				
6. Procurement	D	129: No FTA clauses	Submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that applicable federal clauses are included in all procurement solicitations over \$2,000.	December 9, 2014	
		152: No written protest procedures	Submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to notify potential bidders and proposers of its protest procedures.	December 9, 2014	
		183: No verification that excluded parties are not participating	Submit to the FTA Region IX Los Angeles Metropolitan Office revised procedures to search the SAM and place documentation in the procurement file before entering into a contract.	December 9, 2014	
		253: Pre-award audit and/or Post-delivery audit not performed	Submit to the FTA Region IX Los Angeles Metropolitan Office an updated procurement policy that ensures that Buy America pre-award and/or post-delivery audits are performed for revenue rolling stock procurements.	December 9, 2014	

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
		271: Lacking required cost/price analysis	Submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete a cost or price analysis for every procurement action.	December 9, 2014	
		340: Lacking independent cost estimate	Submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to complete an independent cost estimate for every procurement action.	December 9, 2014	
		344: Responsibility determination deficiencies	Submit to the FTA Region IX Los Angeles Metropolitan Office a process to ensure that AVTA follows its procurement policies and procedures to make adequate responsibility determinations prior to the award of a contract.	December 9, 2014	
7. DBE	ND				
8. Legal	ND				
9. Satisfactory Continuing Control	ND				
10. Planning/ POP	ND				
11. Public Comment on Fare Increase and Major Service Reductions	ND				
12. Half Fare	ND				
13. Charter Bus	ND				
14. School Bus	ND				
15. Safety and Security	ND				
16. Drug-Free Workplace/ Drug and Alcohol Program	ND				
17. EEO	ND				

VI. Attendees

Name	Title/Organization	Phone Number	E-mail Address
AVTA			
Julie Austin	Executive Director	661-729-2206	jaustin@avta.com
Dietter Aragon	Senior Planning Officer	661-729-2224	daragon@avta.com
Lyle Block	Procurement Officer	661-729-2288	lblock@avta.com
Len Engel	Director of Operations & Maintenance	661-729-2229	lengel@avta.com
Colby Konisek	Director of Finance	661-729-2211	ckonisek@avta.com
Mark Perry	Fleet & Facilities Manager	661-729-2219	mperry@avta.com
Judy Vaccaro-Fry	Accounting Manager	661-729-2234	jvaccaro@avta.com
Veolia Transportation			
Hector Fuentes	General Manager	661-729-2216	Hector.Fuentes@veoliatransdev.com
Kerry Jefferson	Safety & Training Supervisor	661-729-2228	Kerry.Jefferson@veoliatransdev.com
Claudia Salty	Human Resources Generalist	661-729-2217	Claudia.Salty@veoliatransdev.com
FTA			
Charlene Lee-Lorenzo	Transportation Program Specialist	213-202-3952	Charlene.LeeLorenzo@dot.gov
Ray Tellis	Senior Transportation Program Specialist		Ray.Tellis@dot.gov
Reviewers			
Ketnah Parchment	Milligan & Co., LLC	215-496-9100	kparchment@milligancpa.com
Charles Walker	Milligan & Co., LLC	215-496-9100	cwalker@milligancpa.com

VII. Appendices

No appendices included in this report.

July 9, 2014

Board of Directors

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County of Los Angeles

Vice-Chairman
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City of Lancaster

Executive Director
Julie M. Austin

TO: Ketnah Parchment, Milligan & Company LLC
FROM: Julie Austin, Executive Director, AVTA
SUBJECT: AVTA & Access Services

This memo summarizes AVTA's relationship with Access Services and our plans to improve our oversight in the future. Access Services, a local public entity, is the Los Angeles County Consolidated Transportation Services Agency ("CTSA") and administers the Los Angeles County Coordinated Paratransit Plan ("Plan") on behalf of the County's 43 public fixed route operators (i.e., bus and rail). Pursuant to the Plan, Access facilitates the provision of complementary ADA paratransit services to certain persons with disabilities as required by 42 U.S.C. §12143 under the name "Access Paratransit."

In its function as the Consolidated Transportation Services Agency (CTSA) Access Services is a state mandated facilitator charged with the development and implementation of regional coordination of social service transportation to seniors, persons with disabilities, the young, and the low-income disadvantaged.

Access Services is governed by a nine-member board of directors with one appointment by each of: (i) the Los Angeles County Board of Supervisors, (ii) the City Selection Committee's Corridor Transportation Representatives, (iii) the Mayor of the City of Los Angeles, (iv) the Los Angeles County municipal fixed-route operators, (v) the Los Angeles County local fixed-route operators, (vi) the Los Angeles County Commission on Disabilities, (vii) the Coalition of Los Angeles County Independent Living Centers, (viii) the Los Angeles County Metropolitan Transportation Authority, and (ix) an alternating appointment by the municipal and local fixed-route operators.

AVTA is a municipal fixed route operator and therefore has a permanent appointed board representative. We also consider the local operator and LA Metro representatives as our representatives since we share similar concerns. Monthly meetings of the General Managers and Bus Operations Subcommittee feature frequent updates of Access activities by their executive director or deputy executive director. We also coordinate with Access to provide mutual assistance in the event of a strike.

Henceforth it is our intention to request copies of quarterly operating reports from Access that are submitted by their contractors. These reports include information regarding on-time performance, number and type of trips, call hold times, and other performance metrics required under their contract. We will also work with the other 43 fixed route operators and Access to formalize procedures for improving oversight.

I hope this memo responds to your concerns. Please contact me at 661-729-2206 if you need additional information.



DATE: August 26, 2014
TO: BOARD OF DIRECTORS
SUBJECT: Revision No. 5 - AVTA Procurement Policies and Procedures Manual

RECOMMENDATION

That the Board of Directors approve Revision No. 5 to Antelope Valley Transit Authority's Procurement Policy and Procedures Manual as summarized herein and attached to this report.

FISCAL IMPACT

No significant fiscal impact is apparent from this update.

BACKGROUND

Staff has revised the Authority's Procurement Policies and Procedures Manual to address: 1) organizational and title changes that have been initiated since the last revision presented on November 27, 2012; and 2) Federal Transit Administration concerns brought forth by the most recent Triennial Review. Changes contained in this version clarify existing language and add FTA required contract clauses, certifications, forms and responsibilities of all participants in the procurement process. All changes are summarized in Attachment A and highlighted in red in Attachment B, Revision No. 5, Procurement Policies and Procedures Manual.

Revision 5 supersedes Revision 4 approved on November 27, 2012.

Prepared by:

Submitted by:

Lyle Block
Procurement and Contracts Officer

Julie M. Austin
Executive Director

Attachments: A – Chart of Procurement Policy and Procedures Manual Changes
B – Revision No. 5 – AVTA Procurement Policy and Procedures Manual, August 26, 2014.

Chart of Procurement Policy and Procedures Manual Changes

Subject	Revised Procurement Manual Sections	Summary
Annual certification of employees - FTA initiated change	Page 5, 1000 – General Procurement Policy, Section 3. Role of the Acquisition Team.	Clarifies language regarding role and responsibilities of the Acquisition Team.
Brand name usage - AVTA initiated change	Page 7 – 1000 General Procurement Section 4.8.1.6., specifying brand name.	Adds the language “or approved equal,” which allows the agency to evaluate products before solicitation closes.
Current federal legislation - AVTA initiated change	Page 13, 1010 Purpose, 1.3.	Adds language that allows the federal government to replace current funding legislation with a new program not yet enacted.
Changes delegated purchasing responsibilities - AVTA initiated change	Page 15, 1020 Responsibilities, 2. Individual Responsibilities, 2.2 Executive Director, Section 2.2.6.	Deletes managers’ purchasing authority of less than or equal to \$5,000.
Position title change - AVTA initiated change	Page 16, 1020 Responsibilities, 2. Individual Responsibilities, 2.2 Executive Director, Section 2.2.10.	Corrects “DBE Officer” title by inserting “Liaison” which matches the federal definition.
Position title change for DBE program - AVTA initiated change	Page 16, 1020 Responsibilities, 2. Individual Responsibilities, 2.2 Executive Director, Section 2.2.10.	Changes position title of Director of Administrative Services to Procurement and Contracts Officer.
Deletes position and adds optional delegated authority - AVTA initiated change	Page 16, 1020 Responsibilities, 2. Individual Responsibilities, 2.3 Department Director, and 2.3.2.	Deletes manager from this section and adds optional delegated purchasing authority of less than or equal to \$5,000 to managers.
Adds position and optional purchasing authority - AVTA initiated change	Page 18, 1020 Responsibilities, 2. Individual Responsibilities, 2.6 Other Departmental Personnel.	Adds manager to this section and adds optional purchasing authority within limits set by Department Directors, if approved by Executive Director.

Subject	Revised Procurement Manual Sections	Summary
<p>Adds purchasing and compliance responsibilities to position - AVTA initiated change</p>	<p>Page 19, 1020 Responsibilities, 2. Individual Responsibilities, 2.8. Fleet and Facilities Manager, 2.83.</p>	<p>Adds purchasing and compliance responsibilities to position within limits established by Department Directors, if approved by Director of Finance and Executive Director.</p>
<p>Clarifies Duties of Finance Department - AVTA initiated change</p>	<p>Page 19, 1020 Responsibilities, 2. Individual Responsibilities, 2.9 Finance Department.</p>	<p>Sets responsibility for requiring purchasing documentation with Director of Finance and clarifies the department to process all approved purchase orders.</p>
<p>Clarifies end user for recyclable products - AVTA initiated change</p>	<p>Page 21, 1030 Environmental Procurement, 4. Best Practices, 4.1. Procurement Practices.</p>	<p>Adds the positions of Department Directors, Managers and Acquisition Team as the responsible parties for evaluating and using recyclable products.</p>
<p>Adds type of paint - AVTA initiated change</p>	<p>Page 22, 1030 Environmental Procurement, 4. Best Practices, 4.1. Procurement Practices, 4.1.12.</p>	<p>Adds the "Low Volatile Organic Compound (VOC)" to paint products which gives off vapors that could be harmful to humans.</p>
<p>Position title change - AVTA initiated change</p>	<p>Page 25 and 26, 1040 DBE Programs, 1. Policy, Statement, 1.2 and 4. Responsibility, 4.1.</p>	<p>Changes DBE's position title from Director of Administrative Services to Procurement and Contracts Officer.</p>
<p>Clarifies types of procurements and use of procurement related forms - AVTA initiated change</p>	<p>Pages 34-36, 2000 Purchasing Thresholds, 2. Procurement Types</p>	<p>Adds language that defines procurement types, AVTA's accounting system, and use of procurement-related forms listed in Appendix I.</p>
<p>Corrects title of procurement type - AVTA initiated change</p>	<p>Pages 36, 2000 Purchasing Thresholds, 2. Procurement Types, 2.3.2.6.</p>	<p>Inserts "Non-Competitive" to /Sole Source procurement type which is consistent with Section 2010 - Emergency and Non-Competitive/Sole Source Procurements.</p>

Chart of Procurement Policy and Procedures Manual Changes

August 26, 2014

Page 3

Subject	Revised Procurement Manual Sections	Summary
Corrects responsibilities of Executive Director - AVTA initiated change	Pages 35, 2000 Purchasing Thresholds, 2. Procurement Types, 2.3.3. \$3,000 to \$50,000 – Small Procurements, Section 2.3.3.1.	Inserts language that authorizes Executive Director to release solicitations less than or equal to \$50,000. This change matches responsibilities found in Section 1020 Responsibilities, 2. Individual Responsibilities, 2.2 Executive Director.
Adds applicable federal requirements - FTA initiated change	Pages 36, 2000 Purchasing Thresholds, 2. Procurement Types, 2.3.3. \$3,000 to \$50,000 – Small Procurements Section 2.3.3.5.	Adds language to use all applicable contract clauses, certifications and administrative forms necessary to comply with this Manual and federal requirements.
Adds applicable federal requirements - FTA initiated change	Pages 36- 40, 2000 Purchasing Thresholds, 2. Procurement Types, 2.3.4. Greater than \$50,000 – Formal Procurements, Section 2.3.4. through 2.3.4.2.18.	Adds language to use all applicable contract clauses, certifications & administrative forms necessary to comply with this Manual and federal requirements.
Corrects title of section - AVTA initiated change	Page 40, 2010 Emergency and Non-Competitive Procurement Policy.	Inserts “/Sole Source” between “Non-Competitive Procurements,” which is consistent with the rest of this section and Manual.
Corrects title and responsible party for this section - AVTA initiated change	Pages 42 and 43, 2010 Emergency and Non-Competitive Procurements, 2.Non-Competitive/Sole Source Procurement Policy, 2.1 and 2.2.6.2. REFERENCE 1.	Inserts “/Sole Source” between “Non-Competitive Procurements,” which is consistent with the rest of this section and Manual. Changes responsible party to Acquisition Team and corrects title by use of “Non-Competitive/Sole Source Procurement.”

Chart of Procurement Policy and Procedures Manual Changes

August 26, 2014

Page 4

Subject	Revised Procurement Manual Sections	Summary
<p>Deletes incorrect references - AVTA initiated change</p>	<p>Page 54, 4000 Formal Procurement Procedures, 1. General.</p>	<p>Deletes references to services and fuel being exempt from dollar threshold, as stated in 2000 Purchasing Thresholds. This change is consistent with this section and Manual.</p>
<p>Adds Form - FTA initiated change</p>	<p>Page 55, 4000 Formal Procurement Procedures, 2. Procurement Methods, 2.4</p>	<p>Adds use of a Method of Procurement Decision Matrix Form</p>
<p>Corrects title of procurement AVTA initiated change</p>	<p>Page 56, 4000 Formal Procurement Procedures, 3. Usage of Procurement Methods, 3.4.</p>	<p>Changes name of Sole Source Procurement to "Non-Competitive/Sole Source Procurement," which is consistent with this section and Manual.</p>
<p>Adds Pre-authorized Sole Source Contracts AVTA initiated change</p>	<p>Page 57-58, 4000 Formal Procurement Procedures, 3.4.2.3.1., through 3.4.2.3.1.5.</p>	<p>Adds a limited number of Sole Source Contracts Authorized by this Policy. Examples are Utilities, Copyrighted Materials, Employee Training, etc.</p>
<p>Adds form - AVTA initiated change</p>	<p>Page 62, 4000 Formal Procurement Procedures, 4. Procedures for Competitive Bidding, 4.6. Pre-Bid Conference.</p>	<p>Adds Pre-Bid/Proposal Vendor Attendance Form.</p>
<p>Clarifies language, adds form and deletes inaccurate reference - AVTA initiated change</p>	<p>Page 68, 4000 Formal Procurement Procedures, 4.15. Reasonableness of Price (Price Cost Analysis), 4.15.4.</p>	<p>Clarifies bidder/respondent and allows issuance of a new solicitation and adds Non-Competitive/Sole Source Procurement Justification and Approval Form and deletes an outdated FTA reference no longer in use (4.15.5.).</p>

Chart of Procurement Policy and Procedures Manual Changes

August 26, 2014

Page 5

Subject	Revised Procurement Manual Sections	Summary
Adds procurement types FTA initiated change	Page 97, 5000 Vendor Protest Procedures, 3. Definitions, 3.1.	Adds Request for Quotes and Request for Qualifications to list of protestable solicitations.
Adds non-construction workers - FTA initiated change	Page 121, 7000 Contract Provisions, 1.22 Contract Work Hours and Safety Act	Adds coverage of non-construction workers to section.
Changes bond guarantee - AVTA initiated change	Page 123, 7000 Contract Provisions, 1.29 Bonding, 1.29.1.	Deletes reference to 10% bond. FTA and CA allows only 5%.
Corrects program name - AVTA initiated change	Page 125, 7000 Contract Provisions, 1.32 Debarment and Suspension.	Deletes phrase "State". Correct program name is now California Unified Certification Program (CUCP).
Corrects release and use of Information - AVTA initiated change	Page 126-127, 7010 Contracts with Vendors, Bidders and Proposers, 1. Release and use of information, 1.1. and 1.2.	Corrects what information is or is not confidential in accordance with CA Civil Code.
Updates table - FTA initiated changes	Page 138-139, 8000 Additional Purchasing Requirements, 6. Procurement Department Files.	Applicable forms and information needed for procurement files are updated.
Changes Attachments - FTA initiated changes	Page 141, Appendix I – Procurement Related Forms.	Updates applicable procurement related forms, which are subject to change.



Policy No:	Subject: Procurement Policy and Procedures Manual		
Orig. Approved: July 1994	Revision No. 5, Effective Date: August 26, 2014		
Approved by: Board of Directors			Page: 1 of 142

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.

AVTA's Executive Director 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 AUGUST 26, 2014

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GENERAL POLICIES

1000 GENERAL PROCUREMENT POLICY

1. PURPOSE AND SCOPE

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

2. STATEMENT OF GUIDING PRINCIPLES

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

2.1 The AVTA acquisition system will:

2.1.1. Be guided by AVTA's Business Plan;

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

2.1.2.1. Maximizing the use of commercial products and services;

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

2.1.2.3. Promoting competition.

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

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

2.1.5. Fulfill public policy objectives.

3. ROLE OF THE ACQUISITION TEAM

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

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

- 3.2. Each member of the Acquisition Team will exercise personal initiative and sound business judgment in providing the best value product 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 (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 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 "equal" 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 specification requirements and evaluation criteria, which unfairly favor an incumbent contractor.
- 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 or 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. Technical requirements shall incorporate a clear and accurate description for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly limit or restrict competition.
- 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, Section VI.1.c).

5. RESPONSIBILITIES

- 5.1. The Director of Finance 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 or designee will be responsible, in accordance with the best administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, non-competitive/sole source evaluations, protests, disputes, and claims. All protests shall be processed in accordance with AVTA's protest procedures.
- 5.2. The Director of Finance 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 Policies and Procedures as well as Instructions issued by the Director of Finance regarding the storage, distribution, and issuance of material.

5.4. The Executive Director 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	Third Party Contracting Guidance
FTA Circular 5010.1D	Grant Management Guidelines
FTA Circular 9030.1C, Chapter 3	Eligible Grant Activities
FTA Master Agreement, 10/1/05	Terms & Conditions of Grantee Administration of Projects Supported & Funded by The FTA

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

State Codes	Section(s)	Subject
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
- 7.3. 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 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 Procedures Manual, staff will consult with the Director of Finance 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 revision) 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.

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

submitted to the Executive Director 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 Finance 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.
- 2.1.2. Authorizes all expenditures greater than \$50,000, including any fixed asset, based on recommendations from the Executive Director.
- 2.1.3. Authorizes all change orders/supplemental agreements to contracts that exceed ten (10) percent of the contract costs or \$25,000.
- 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

- 2.2.1. Solicits and recommends to Board award of all contracts above \$50,000, unless otherwise directed by the Board.
- 2.2.2. Upon Board approval, executes all contracts/agreements greater than \$50,000.
- 2.2.3. Upon Board approval, executes all change orders /supplemental agreements that exceed \$25,000 or ten (10) percent of the approved contract value.
- 2.2.4. Solicits and awards all contracts less than or equal to \$50,000.
- 2.2.5. Approves and executes all change orders/supplemental agreements less than \$25,000 or ten (10) percent of the approved contract costs, whichever is less.
- 2.2.6. Delegates authority to department directors ~~and managers~~ 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 (Procurement and Contracts Officer** or designee) proposes new goals to the Executive Director 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 ~~or Manager~~

- 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.

2.4. Director of Finance

- 2.4.1. Administers the agency's procurement and contract programs with support from the Procurement and Contracts Officer.
- 2.4.2. Monitors, ensures and enforces compliance with all applicable federal, state, local laws, this Manual, and governing public and personal services contracts.
- 2.4.3. Serves as custodian for all contract documents on behalf of AVTA with support from AVTA's Procurement and Contracts Officer.
- 2.4.4. Administers the agency's procurement process and coordinates planning of future expenditures.
- 2.4.5. Provides support to Procurement and Contracts Officer who administers AVTA's Disadvantaged Business Enterprise (DBE) program. Program includes the following: notifying DBEs of contracting opportunities, recommending DBE contract awards, recording DBE participation, and submitting achieved goals and documentation to Executive Director, FTA and other applicable agency. Provides advice and/or suggestions on reaching set DBE goals for specific projects. Monitors agency compliance with agency DBE program.
- 2.4.6. 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. Submits DBE goals for Board consideration and approval based on the FTA approved schedule.

2.5. Director of Operations and Maintenance

Oversees Authority's Asset Management Program.

2.6. Other Departmental **Managers and Personnel**

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

2.7. Procurement and Contracts Officer

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

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

2.7.3. Ensures that AVTA adheres to applicable federal (FTA), state or local regulations, guidelines, circulars and/or other applicable laws.

2.7.4. Acting as DBE Liaison Officer, ensures compliance with AVTA's DBE program, including notifying DBEs of contracting opportunities, recommending DBE contract awards to the Executive Director, keeping DBE participation records, and reporting to Federal officials. 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 Director of Finance.

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

2.8. Fleet and Facilities Manager

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

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

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

2.9. Finance Department

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

2.9.2. Maintains and audits Petty Cash funds.

2.9.3. Maintains all vendor invoices.

2.9.4. Processes purchase orders for all authorized contract awards.

2.10 Facility Superintendent

2.10.1. Receives goods in accordance with AVTA procedures.

2.10.2. 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.

3.4. Responsibilities

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

- 3.4.1. Practice waste prevention whenever possible.
- 3.4.2. Continue to utilize recycling programs and expand them where possible.
- 3.4.3. Procure recycled products whenever practical.
- 3.4.4. 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.
- 3.4.5. 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.
- 3.4.6. Ensure that procurement documents issued by the Departments/Divisions require environmental preferred alternatives whenever practical.
- 3.4.7. 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 Procurement and Contracts Officer or designee. Procedures for establishing DBE goals will be coordinated through the 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 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 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 **Procurement and Contracts Officer** or designee serves as AVTA's DBE Liaison Officer and reports directly to the Executive Director 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 dated Nov. 1, 2008) 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 2011-2012, the gift limit is \$420 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.

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 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 purchases. This policy includes other simplified purchase procedures, such as petty cash and procurement cards. Consistent with guidance set forth in FTA C4220.1F, 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 \$100,000 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, Section 6, a cost/price analysis shall be performed in connection with each procurement action. The method and degree of analysis depends on the facts and circumstances surrounding each procurement. As a starting point, AVTA will make independent cost estimates before receiving quotes, bids or proposals.
- 1.4. 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.

- 1.5. 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 \$50,000, which includes petty cash, micro-procurements and small procurements. These procurements are subject to the approval by the Executive Director.

- 2.1.2. **Formal Procurements.** Acquisitions for goods and services greater than \$50,000. 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, approved June 28, 2011 (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 \$50,000 – 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, Section VI.3.a)

- 2.3.2.1. Micro-procurements may be used for goods/services less than or equal to \$3,000.

- 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. 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.

2.3.3. **\$3,000 to \$50,000** – Small Procurement Procedure (FTA C4220.1F, Section VI.3.b)

2.3.3.1. Small Procurements may be used for goods/services greater than \$3,000 and less than or equal to \$50,000, Executive Director **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.

- 2.3.3.2. Department shall make a written record of all vendors from whom quotes were solicited and the 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.
- 2.3.3.3. 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.
- 2.3.3.3. In compliance with FTA recommendations and requirements, procurements that do not exceed the stated threshold (FTA 100,000) for Small Procurements do not require use of the Formal Procurement procedure.
- 2.3.3.4. In the award of A&E Contracts, AVTA will select the most qualified firm and then negotiate a price with that firm only.
- 2.3.3.5. 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. Those forms may include, but may not be limited to the following: Method of Procurement Decision Matrix, Independent Cost Estimate, Request for Quote, Request for Quote Tabulation, Cost/Price Analysis, Responsibility and Determination (See Appendix I), along with printout from System for Award Management (SAM) search.
- 2.3.3.6. Small procurements do not require action by the Board of Directors. Award must be approved and signed by the Executive Director.
- 2.3.4. **Greater than \$50,000** – Formal Procurement Procedure (FTA C4220.1F Section VI.3.c)

2.3.4.1. In compliance with FTA recommendations and the requirements of the Common Grant Rules, procurements for goods/services exceeding \$50,000 per award require the use of a Formal Procurement process which may include, but not be limited to the following:

2.3.4.2. Acquisition planning and identification of funding sources **utilizing applicable procurement forms. Those forms may include, but may not be limited to: Method of Procurement Decision Matrix, Independent Cost Estimate forms (See Appendix I).**

2.3.4.2.1. Executive Director 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.

2.3.4.2.2. Advertisement/Public Notice of each solicitation.

2.3.4.2.3. A time and date by which the bids must be received and a place at which the bids must be submitted.

2.3.4.2.4. A detailed procurement description.

2.3.4.2.5. 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.

2.3.4.2.6. A statement that the AVTA may cancel the procurement or reject any or all received offers, if in the best interest of AVTA.

2.3.4.2.7. Identify all contractual terms and conditions **(federal)** applicable to the procurement.

2.3.4.2.8. Notice of any pre-offer conference.

- 2.3.4.2.9. **Identify all certifications**, forms, and instructions for submission of responses by vendors and any other special information.
- 2.3.4.2.10. The date, time and place of public opening and recording of received solicitations.
- 2.3.4.2.11. Addendum/Addenda notification and availability.
- 2.3.4.2.12. 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.
- 2.3.4.2.13. 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.
- 2.3.4.2.14. 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.

2.3.4.2.15. 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 maybe necessary, when unforeseen circumstances arise which postpones or delays an award.

2.3.4.2.16. 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).

2.3.4.2.17. 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

2.3.4.2.18. 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 and Determination (See Appendix i), and System for Award Management (SAM) search.

2.3.5. Procurement of Design-Build (FTA C4220.1F, Section VI.h)

2.3.5.1. 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, 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.

2.3.5.2. AVTA shall structure its design-build procurement using one or more steps as stated below:

2.3.5.2.1. One-Step Method, where AVTA undertakes its design-build in a single step.

2.3.5.2.2. 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.

2.3.5.2.2.1. Review of Technical and Qualifications and Approach;

2.3.5.2.2.2. 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 or the Executive Director's 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, Director of Operations, and Director of Finance 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 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 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 Contract Team Staff** 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, 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 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 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 I).

2020 FIXED ASSET MANAGEMENT

For financial purposes, items over \$5,000 with a useful life of over one (1) year are defined as capital purchases/fixed assets. Such expenditures must be charged against capital accounts, rather than operating accounts. In addition to all other procurement requirements listed in this manual, requisitions for capital purchases must be approved by the Director of Finance. The Senior Finance Analyst 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 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, 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/Maintenance Departments 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 8/28/12)

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 \$2,500 Single Transaction Limit. (A transaction may consist of one or many items. Regardless of the unit price, if an order totals more than \$2,500, it must go through the normal procurement process. Splitting a large order or purchase into multiple transactions, each less than \$2,500, 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 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. 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 for final approval.

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

- 5.1. CAL-Cards that are lost or stolen must be reported immediately to the US Bank at 1-800-344-5696 (24 hours-a-day, 365 days-a-year). The Cardholder MUST also immediately notify the Director of Finance 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 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 is authorized to be issued a CAL-Card with a \$150,000 total limit, and a per transaction limit of \$50,000.
- 7.2 The Director of Operations and Maintenance is authorized to be issued a Cal-Card with a \$50,000 total limit, and a per transaction limit of \$10,000.
- 7.3 The Director of Finance is authorized to be issued a CAL-Card with a \$50,000 total limit, and a per transaction limit of \$10,000.

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 approves purchase requisitions between \$5,001 - \$50,000. All purchases totaling over \$50,000 must be approved by the Board. Approval at the department and Executive Director levels is done electronically through the Tyler Technologies system. The Executive Director 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.

3010 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:

Advertising; Conferences, Certification and Training; Election; Hazardous Material Removal, Oil Cleanup; Insurance (Benefit, Broker, Property, Auto, etc.); Legal; Medical; Payroll; Petty Cash; 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.

- 2.2. Items included in an agreement or contract that was approved by the board during the annual budget process, unless otherwise directed by the Board.

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 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 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 \$50,000 (FTA \$100,000). 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 Director of Finance 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 I) 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, 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 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. A cost analysis, i.e., verifying the proposed cost data, the projection of the data, and the evaluation of the specific elements of costs and profit, is required.

3.4.2.10. The Procurement and Contracts Officer shall conduct negotiations, as appropriate, as to price, delivery, and terms.

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**

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

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.

4.14. **Analysis of Limited Bid Response**

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

4.15. **Reasonableness of Price (Cost /Price Analysis)**

4.15.1. In the event a single bid is received, a cost/price analysis shall be used to determine the reasonableness of the submitted pricing.

4.15.2. 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.

4.15.3. 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:

4.15.3.1. 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.).

4.15.3.2. 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.

4.15.3.3. 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.

4.15.3.4. The comparison of proposed prices with estimates of cost independently developed by departmental personnel within AVTA.

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

4.15.4. 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.**

4.16. Responsible Bidder Evaluation

4.16.1. 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:

4.16.1.1. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

4.16.1.2. 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.

4.16.1.3. Has a satisfactory record of performance. Documented past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

- 4.16.1.4. Has a satisfactory record of integrity and business ethics.
 - 4.16.1.5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - 4.16.1.6. Has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them.
 - 4.16.1.7. Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- 4.16.2. Evaluation of the responsibility of prospective contractors may be made based upon the following sources:
- 4.16.2.1. A list of debarred, suspended or ineligible firms or individuals.
 - 4.16.2.2. 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.
 - 4.16.2.3. Publications, including credit ratings, trade and financial journals, and business directories and registers may also be used.
 - 4.16.2.4. 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.
 - 4.16.2.5. Documented past performance on contracts with AVTA.

4.17. Rejection of All Bids

- 4.17.1. 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.
- 4.17.2. 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.
- 4.17.3. As a general rule, after opening, an Invitation for Bid should not be canceled and readvertised 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.
- 4.17.4. 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:
 - 4.17.4.1. Inadequate, ambiguous, or otherwise deficient specifications were cited in the Invitation for Bid.
 - 4.17.4.2. The supplies or services are no longer required.
 - 4.17.4.3. The Invitation for Bid did not provide for consideration of all factors of cost to AVTA.
 - 4.17.4.4. Bids received indicate that the needs of AVTA can be satisfied by a less expensive item differing from that on which bids were received.
 - 4.17.4.5. All otherwise acceptable bids received are at unreasonable prices.

- 4.17.4.6. 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.
- 4.17.4.7. 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.
- 4.17.5. 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.
- 4.17.6. 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.
- 4.17.7. 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.

4.18. Rejection of Individual Bids

- 4.18.1. 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.
- 4.18.2. 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:
 - 4.18.2.1. 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.
 - 4.18.2.2. Fails to state a price and in lieu thereof states that price shall be "price in effect at time of delivery."

- 4.18.2.3. States a price but qualifies such price as being subject to "price in effect at time of delivery".
- 4.18.2.4. 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.
- 4.18.2.5. Limits rights of AVTA under any contract clause.
- 4.18.2.6. Fails to comply with all of the requirements of the IFB.
- 4.18.3. Bids received from any person or firm debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired.
- 4.18.4. 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.
- 4.18.5. 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.
- 4.18.6. 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.
- 4.18.7. 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.

4.19. Award of the Contract

- 4.19.1. 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.

- 4.19.2. 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.

- 4.19.3. 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.
- 4.19.4. 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.
- 4.19.5. 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. 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.

- 5.10.1. For purposes of evaluation, when provided for in the RFP, AVTA may employ methods of contractor selection that include, but are not limited to:
 - 5.10.1.1. An award or awards based solely on the ranking of proposals.
 - 5.10.1.2. Discussions leading to best and final offers, in which AVTA may not disclose private discussions leading to best and final offers.
 - 5.10.1.3. Discussions leading to best and final offers, in which AVTA may not disclose information derived from proposals submitted by competing proposers.
 - 5.10.1.4. Serial negotiations, beginning with the highest ranked proposer. Competitive simultaneous negotiations.
 - 5.10.1.5. 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.
 - 5.10.1.6. 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.

- 5.10.1.7. Any combination of methods described in this paragraph, as authorized or prescribed by this Policy.
- 5.10.2. 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.
- 5.10.3. 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.

5.11. 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 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:

5.11.1. **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.

5.11.2. **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.

5.11.2.1. 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.

5.11.2.2. 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.

5.11.3. **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.

- 5.11.3.1. 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.
- 5.11.3.2. 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.
- 5.11.4. **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.
- 5.11.4.1. 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.

5.11.4.2. 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.

5.12. 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.

5.12.1. 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.

5.12.2. 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.

5.12.3. 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.

5.12.4. 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.

5.13. Subject Matter of Negotiations

5.13.1. Restrictions on the information that may be revealed to the proposers by AVTA personnel during the course of negotiations:

5.13.1.1. Procurement, Contracting or other AVTA personnel shall not furnish information to a potential supplier which may afford him an advantage over other suppliers.

5.13.1.2. 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.

5.13.1.3. "Auction techniques", such as advising proposers of their price relationship with others, are prohibited.

5.13.2. 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.

5.14. Contract Negotiation and Award

5.14.1. 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.

5.14.2. 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.

- 5.14.3. 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.
- 5.14.4. 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.
- 5.14.5. 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.
- 5.14.6. 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.

5.15. Conduct of Negotiations

- 5.15.1. 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.
- 5.15.2. Complete agreement of the parties on all basic issues shall be the objective of the contract negotiations.
- 5.15.3. 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.
- 5.15.4. Cost or profit figures of one proposer or contractor shall not be revealed to other proposers or contractors.
- 5.15.5. Some form of price or cost analysis should be made in connection with every negotiated procurement action including contract modifications.

5.16. Notice Closing Negotiations

Such notice shall advise proposers:

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

5.17. Determining Reasonableness of Price

- 5.17.1. 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.
- 5.17.2. 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.

5.17.3. 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.

5.17.4. The following procedure is to be followed:

5.17.4.1. Verify contractor's cost data.

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

5.17.4.2.1. The necessity for certain costs;

5.17.4.2.2. The reasonableness of amounts estimated for the necessary costs;

5.17.4.2.3. Allowances for contingencies; and

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

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

5.17.5.1. Actual costs previously incurred by the contractor;

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

5.17.5.3. Current cost estimates from other possible sources; and

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

5.17.6. Forecasting future trends in costs from historical experience:

- 5.17.6.1. In periods of either rising or declining costs, an adequate cost analysis must include some evaluation of the trends.
- 5.17.6.2. 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.
- 5.17.7. In performing a cost analysis, there are three questions that should be asked in the examination of costs, particularly those in the overhead area:
 - 5.17.7.1. 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.
 - 5.17.7.2. Is the cost allocable to the particular project?
 - 5.17.7.3. Is the cost reasonable?

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

- 5.18.1. FTA Circular 4220.1F 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 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.

5.18.2. The steps to be used for proposal evaluation and contract negotiation for A&E contracts are as follows:

5.18.2.1. An evaluation committee is usually comprised of three to five members. Members and maybe assigned by Executive Director, Department Director or Manager, Procurement and Contracts Officer or other delegated staff or any combination of the above.

5.18.2.2. 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:

5.18.2.2.1. Professional qualifications for performance of the required services.

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

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

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

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

5.18.2.3. **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.

5.18.2.4. **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.

5.18.2.5. **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.
- 5.18.2.6. 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.
- 5.18.2.7. 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.
- 5.18.2.8. 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.
- 5.18.2.9. In determining the amount of compensation and the method of payment, consideration shall be given to:

- 5.18.2.9.1. Scope and complexity of designs, surveys and other work and the skills necessary for these services.
- 5.18.2.9.2. Quality and quantity of data provided to the A&E by AVTA.
- 5.18.2.9.3. Location of, and conditions under which the services will be performed.
- 5.18.2.9.4. Date services to begin and time allowed for performance.
- 5.18.2.10. Costs should be negotiated taking into consideration:
 - 5.18.2.10.1. Direct Labor.
 - 5.18.2.10.2. Overhead.
 - 5.18.2.10.3. General and administrative expenses.
 - 5.18.2.10.4. Materials.
 - 5.18.2.10.5. Other direct costs.
 - 5.18.2.10.6. Profit, which is further influenced by:
 - 5.18.2.10.6.1. Degree of A&E's risk,
 - 5.18.2.10.6.2. Level of effort,
 - 5.18.2.10.6.3. Level of talent or expertise the A&E must furnish,
 - 5.18.2.10.6.4. Amount of subcontracting,
 - 5.18.2.10.6.5. Amount of top level A&E management involved,
 - 5.18.2.10.6.6. Subcontracts, and
 - 5.18.2.10.6.7. Contractors' investment.

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

5.18.2.12. 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.

5.18.2.13. 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.

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
AVTA
42210 6th Street West
Lancaster, CA 93534

- 6.1. An adversely affected party must deliver a written protest to the location stated above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time, and within seven (7) days prior to closing after the following:
 - 6.1.1. Solicitations – Competitive (RQ, IFB, RFP, RFQ or Multi-step and Multi-tiered, etc.)
 - 6.1.2. Multi-step and Multi-tiered Solicitation – After issuance of the notice of the competitive range or notice of subsequent tiers or steps of a proposed procurement, unless a different protest period is provided in the public notice of the proposed procurement.
- 6.2. If any of the information required by this section is omitted or incomplete, AVTA will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the

protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

7. Timing Requirements and Categories of Protests

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

- 7.1. An adversely affected party may file a bid or proposal specification protest alleging improprieties in a solicitation process or in solicitation documents that must be filed no later than seven (7) days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by AVTA. Any protest based on such grounds not filed within this period will not be considered by AVTA. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
- 7.2. An adversely affected party may file a bid or proposal award protests regarding the evaluation of bids or proposals by AVTA, or improprieties involving the approval or award or proposed approval or award of a contract that must be physically delivered to AVTA's Procurement and Contracts Officer no later than five (5) days after first date of public notice of its decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award shall not be considered by AVTA.

8. Review of Protest by AVTA

- 8.1. AVTA will notify the protestor within three (3) days of timely receipt of a valid protest that the protest is being considered.
- 8.2. In the notification, AVTA will inform the protestor of any additional information required for evaluation of the protest by AVTA, and set a time deadline for submittal of such information. If AVTA requests additional information and it is not submitted by the stated deadline, AVTA may either review the protest on the information before it, or decline to take further action on the protest.
- 8.3. In its sole discretion, AVTA may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or proposers to

submit comments to AVTA relative to the merits of the bid protest. AVTA will set a time deadline for the submittal of such comments, which will be no less than five (5) days after AVTA provides notification of the protest.

- 8.4. In its sole discretion, AVTA may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by AVTA in deciding the bid protest if it is submitted to AVTA in writing within three (3) days after the conference.
- 8.5. Upon receipt of a protest on a federally funded project, AVTA shall notify FTA regarding the protest and keep the FTA apprised of the status of the protest until the final determination has been made.

9. Effects of Protest on Procurement Actions

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

- 9.3.3. Where delivery or performance will be unduly delayed, or other undue harm to AVTA will occur, by failure to make the award promptly; or, and
- 9.3.4. Where AVTA determines that proceeding with the procurement is otherwise in the public interest.

10. Summary Dismissal of Protests

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

11. Protest Decisions

- 11.1. After review of a bid protest, the AVTA Procurement and Contracts Officer shall make a recommendation to the AVTA Executive Director 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 shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the AVTA Executive Director will be issued within 30 days after the date all relevant information is submitted according to the dealings set forth in these procedures.
- 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 resolicitation, 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 protester believes that the protest contains proprietary material that should be withheld, the protester should attach a statement to the front page of the protest document.

12.2.1. The statement should advise that the document may contain proprietary material.

12.2.2. The statement should identify the proprietary information wherever it appears in the document and all such material should be stamped 'CONFIDENTIAL,' 'PROPRIETARY,' or 'TRADE SECRET,' as appropriate.

13. Local Administrative Review

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

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

13.2. Violations of the federal or state law or regulations.

13.3. Protest with supporting documentation shall be submitted to:

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

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

14.1. A protestor adversely affected by a bid protest decision of the AVTA Executive Director may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1F, as currently in effect as of the date of 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 "9.1 and 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 Director of Communication 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).

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 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, 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 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, RFOs, 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

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 \$100,000 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. 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 \$100,000, 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 \$100,000, however, FTA has established certain minimum bonding requirements (FTA C 4220.1F,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.

1.31. Rolling Stock

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

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

1.32. Debarment and Suspension

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

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 \$100,000. Lower-tier certifications are primarily required from:

1.32.1. Proposers on contracts expected to exceed \$25,000 but not \$100,000; 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 \$100,000 in an FTA funded contract. Standard certification language will be required in all responses to solicitations as well as 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.

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. 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 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 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, 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. 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, Board of Directors if applicable) and provide documentation to the Finance Department's Grants staff for closing out any applicable grants.

16. TRAINING

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

17. PROJECT CLOSEOUT WORK SHEET

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

Date: _____

CONTRACT CLOSEOUT PROCEDURE

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

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

DEFINITIONS

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

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

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

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

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

DISPOSAL OF CONTRACT FILES

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

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

signed them) copies of contractual instruments as well as signed or official record copies of correspondence, memoranda, and other documents.

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

File Retention Periods

Function	Retention Period
Policies and Procedures	Superseded plus 7 years
Inventory Information Systems	Superseded plus 2 years
Agendas	10 years
Claim and Litigation Logs	Permanent
Claim and Litigation Case Records	Permanent
Contracts and Agreements Excludes Construction Capital Improvement Projects and Interagency MOUs	Termination of contract plus 5 years except contracts paid for with grant funds
Contracts and Agreements Includes Construction Capital Improvement Projects (Construction includes executed agreement, insurance certificates, and working file)	Permanent
Interagency MOUs	Permanent
Legal Advertising	Matter closed plus 7 years except projects paid for with grant funds. Grant requirements takes precedence
Authorizations – Grant Related	Retain per grant retention period
FTA – Procurement System Review	7 years unless grant specifies longer retention period
Bids – Goods & Services – IFBs, RFQs, RFPs	Contract termination plus 5 years except RFQs, RFPs paid for with grant funds
Successful IFBs, RFQs and RFPs relating to construction of capital improvements projects.	Permanent
Unsuccessful IFBs, RFQs and RFPs	3 years

Cancelled Solicitations	3 years
Purchase Orders - Individual Purchases	Annual financial audit plus 7 years except records related to grant funds
Purchase Orders - Related to Executed Contracts	See Contracts and Agreements; minimum retention audit plus 7 years

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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 which provides an audit trail from the initiation of a purchasing requirement through contract closeout (See Appendix I). Where applicable, the files shall include the following information and is listed in sequential order:

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

- 6.12. Vendor Reference Check Form
- 6.13. Cost/Price Analysis Form
- 6.14. Responsibility and Determination Form
- 6.15. System for Award Management (SAM) – Print-out recommended vendor
- 6.16. Non-Competitive/Sole Source Procurement Justification & Approval Form, if required
- 6.17. Board Agenda/Approval
- 6.18. Correspondence (award and non-award letters, emails, etc.)
- 6.19. Contract/Purchase Order/Notice to Proceed / Insurance Certificate / Bonding
- 6.20. Contract Amendments/Change orders
- 6.21. Cost/Price Analysis
- 6.22. 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.

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APPENDIX I - PROCUREMENT RELATED FORMS

(Forms listed are subject to change, as required)

1. Procurement Policy Certification
2. Agency Credit Cards
3. Piggybacking Worksheet
4. Contract Close Out Checklist
5. CAL-Card Acknowledgement and Responsibility
6. RQ – IFB – RFP – RFQ Files Checklist
7. Independent Cost Estimate (ICE)
8. Method of Procurement Decision Matrix
9. Invitation for Bid (IFB) Request for Advertisement
10. Request for Proposals (RFP) Request for Advertisement
11. IFB Pre-Bid Conference/Meeting Attendance
12. RFP Pre-Proposal Conference/Meeting Attendance
13. Invitation for Bid - Opening - Attendance
14. Invitation for Bid - Opening - Log of Responses
15. Request for Proposals - Opening - Attendance
16. Request for Proposals - Opening - Log of Responses
17. Request for Quote - Tabulation
18. Vendor Reference Check
19. Cost Analysis
20. Price Analysis
21. Responsibility and Determination
22. Non-Competitive/Sole Source Procurement Justification & Approval
23. Change - Task Order Request - Proposal

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.

Employee Printed Name

Employee Signature

Department

Date

ATTACHMENT NO. 2



Policy No:	Subject: AGENCY CREDIT CARDS		
Policy Effective Date: July 1, 2011		Revision/Date: November 27, 2012	
Date Approved: June 28, 2011	Approved by: Executive Director/Board of Directors		Page: 1 of 4

POLICY

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

DEFINITIONS

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

GUIDELINE

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

If any employee uses an AVTA credit card for personal purchases in violation of this policy, the employee is financially responsible for such expenses and the amount of

such purchases must be paid to the AVTA within 24 hours. If an employee uses a AVTA credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the AVTA's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the AVTA on a schedule determined by the AVTA in its reasonable discretion. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with an AVTA credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

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

Authorized Users

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

1. **Positions:** The Executive Director, Director of Finance and Director of Operations and Maintenance are issued credit cards to ensure daily operations run smoothly and continually. These positions have authority to make emergency purchases.
2. **Staff Members:** The Director of Finance may request other staff members be issued an Agency credit card. Approval of the credit is given by the Executive Director and the credit limit and the single transaction amount levels may be lower.
3. **Approval Authority:** The Executive Director may authorize purchases for all other areas of the Agency. The 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. The Executive Director 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 has a credit limit of \$10,000 for routine purchases and \$150,000 for emergency purchases of goods and/or services; the Director of Finance and the Director of Operations and Maintenance each have a credit limit of \$50,000 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 has a single transaction limit of \$50,000 for emergency purchases and \$2,500 for routine purchases; the Directors of Finance and Operations and Maintenance have a single transaction limit of \$10,000 for emergency purchases, and the Executive Administrative Assistant has been assigned a single transaction limit of \$1,500.00.

Purchasing Supplies & Services

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

Unauthorized Expenses

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

- 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.

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?		

WORKSHEET	YES	NO
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?		
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, 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

(Board Approved 8/28/12)



**Cardholder
Acknowledgement and Responsibility Form**

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

ATTACHMENT 6
PROCUREMENT (RQ/IFB/RFP/RFO) REQUIRED DOCUMENTATION AND FILE CHECK LIST
(The following items are listed in sequential order)

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 / Sole Source	Filed (check box)
1.	Independent Cost Estimate (ICE)	1. Independent Cost Estimate Form	X	X	X	X	X	
2.	Procurement Determination	1. Method of Procurement Decision Matrix Form	N/A	X	X	X		
3.	Solicitation / Contract Number	1. Procurement & Contract Office provides no.	X	X	X	X	X	
4.	Advertisement of Solicitation	<u>IFBs, RFPs, RFOs</u> 1. Request for Ad Form – Sent to Newspaper		X	X	X		
5.	Mailing list	Includes hardcopy and emailed list, plus registered vendor downloads, if any.	X	X	X	X		
6.	Solicitation Document (RQ/IFB/RFP/RFO) and addenda (if any) Specifications need to be written and be clear and concise.	1. Request for Quote (RQ) or Invitation for Bid (IFB) or Request for Proposals (RFP) or Request for Qualifications (RFO) 2. Addenda (if any)	X	X	X	X		
7.	Pre-bid/Proposal Conference / Meeting (optional or mandatory)	1. Pre-Bid / Proposal Conference / Meeting Attendance List Form	Optional	X	X	X		
8.	Opening – attendance sign-in sheet, log of responses	1. Solicitation Opening Attendance Sign-in Form 2. RQ/IFB/RFP/RFO - Solicitation Opening Log of Responses Form	Optional	X	X	X		
9.	Responses	1. List files alphabetically	X	X	X	X		
10.	Evaluations	1. Confidentiality / Conflict of Interest Form 2. Evaluator's Scoring Sheet 3. Evaluator Combined Scoring Sheet <u>RQs</u> Tabulation Form / IFB Tabulation	X	X	X	X		

ATTACHMENT 6

Item No.	Description	Forms	Request for Quote	Invitation for Bid	Request for Proposals	Request for Qualifications	Non-Competitive Sole Source	Filed (check box)
11.	Vendor Reference Checks		Optional	X	X	X		
12.	Cost or Price Analysis	1. Cost Analysis 2. Price Analysis	X	X	X	X	X	
13.	Responsibility and Determination Form	1. Responsibility and Determination Form	X	X	X	X	X	
14.	System Award Management (SAM)	1. Print-Out debarment search from www.sam.gov and provide documentation.)	X	X	X	X	X	
15.	Non-Competitive/Sole Source Procurement Form (if applicable)	1. Non-Competitive/Sole Source Procurement Justification & Approval	Optional	Optional	Optional	Optional	X	
16.	Board Agenda/Staff Report - Approval	1. Provide above \$50,000	N/A	X	X	X	X	
17.	Correspondence (award and Non-award letters, emails, etc.)	1. File is sequential order by date	X	X	X	X	X	
18.	Contract / Purchase Order / Notice to Proceed	1. Executed Contract with Exhibits 2. Insurance Certificates 3. Bonding	Contract Optional	X	X	X	Contract Optional	
19.a.	Contract Amendment / Change Order (If required)	1. Executed Amendment/Change Order	Optional	Optional	Optional	Optional		
19.b.	Cost or Price Analysis – Required for each 18.a. processed.	1. Cost Analysis Summary 2. Price Analysis	X	X	X	X	X	
20.	All other related correspondence							



**ATTACHMENT 7
INDEPENDENT COST ESTIMATE FORM (ICE)**

Contract Type: _____ Date of Estimate: _____

Description of goods/Service: _____

Method of Obtaining the Estimate:

I have obtained the following estimate from . . .

Published price list / past pricing (date) _____

Engineering or technical estimate

Independent third-party estimate

Other (specify) _____

Cost Estimate Details:

Cost of Standard Items (US Dollars)					
		Cost (\$/ea)	Cost (\$/ea)		
Product		Delivered	No Freight	Notes / Data Source	
A					

Cost of Services, Repairs, or Non-Standard Items (US Dollars)							
Item/Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total
B							

Signature of Preparer: _____

Solicitation Number:

Solicitation Title:

ATTACHMENT 8
METHOD OF PROCUREMENT DECISION MATRIX FORM

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
Shall rotate awards to a varying vendor pool

Small Purchase \$3,000 to \$50,000

- Not an Emergency Provide
same written information to all vendors
Specification must be clear concise and accurate Need
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)
Blanket purchase order
Indefinite Delivery Indefinite Quantity (IDIQ)

Blank header bar

- Vertical column of checkboxes

Competitive Proposals (RFPs) >\$50,000

- Complete Specifications Not Feasible or are unknown
Bidder Input Needed
Two or more responsible bidders willing to compete
Discussion needed with proposers after receiving responses
Fixed price can be set after discussion OR
a cost reimbursement contract is determined

Justification for T&M Type Contract (If used)

Horizontal lines for justification text

ATTACHMENT 9

Request For Advertisement Form

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

Date: August 18, 2014
Email to: legals@avpress.com
Ph: (661) 940-1000
Fax: (661) 949-3593

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

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

IFB NO.: [Insert Number]

IFB CLOSING DATE: [Insert Month] [Inser Day], 2014

IFB TITLE: [Insert Title of Procurement]

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

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

IFB DESCRIPTION: [Insert Procurement Description]

MANDATORY / NOT MANDATORY/ [Insert Address and Location] [or delete if not used.]

NO PRE-BID MEETING:

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

FINANCE DEPARTMENT

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

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

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

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

ATTACHMENT 10

Request For Advertisement Form

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

Date: August 18, 2014
Email to: legals@avpress.com
Ph: (661) 940-1000
Fax: (661) 949-3593

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

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

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

RFP TITLE: [Insert Title of Procurement]

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

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

RFP DESCRIPTION: [Insert Procurement Description]

MANDATORY / NOT MANDATORY/ [Insert Address and Location] [or delete if not used.]
NO PRE-PROPOSAL CONFERENCE MEETING:

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

FINANCE DEPARTMENT

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

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

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

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

Pre-Bid Conference / Meeting Attendance List Form
 ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

IFB NO.: **ATTACHMENT 11**

IFB TITLE: _____

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

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

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

Please Print Legibly - One Representative Per Organization

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

Staff Name: _____ Title: _____ Date: _____

Pre-Proposal Conference / Meeting Attendance List Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RFP NO.: **ATTACHMENT 12**

RFP TITLE: _____

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

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

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

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

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

Invitation to Bid (IFB) Solicitation Opening Attendance List Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

IFB NO.: **ATTACHMENT 13**

IFB TITLE: _____

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

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

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

Please Print Legibly - One Representative Per Organization

COMPANY	REPRESENTED BY:	BUSINESS
CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		
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	REPRESENTED BY:	BUSINESS
CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		
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	REPRESENTED BY:	BUSINESS
CONTRACTOR / VENDOR <input type="checkbox"/> *SUB-CONTRACTOR / VENDOR <input type="checkbox"/>		
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: _____

Invitation For Bid (IFB) Solicitation Opening Log of Responses Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

IFB NO.:

ATTACHMENT 14.

IFB TITLE:

DATE/TIME OF OPENING:

[Insert Month Day], 2014 at 3:00 P.M. - Pacific [Insert Daylight or Standard] Time

ADDRESS OF LOCATION:

42210 6th Street West, Lancaster, California, 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: _____

Request for Proposals (RFP) Solicitation Opening Attendance List Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

RFP NO.: **ATTACHMENT 15**

RFP TITLE: _____

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

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

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: _____

Request for Proposals (RFP) Solicitation Opening Attendance Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

ATTACHMENT 16

RFP NO.:

RFP TITLE:

DATE/TIME OF OPENING: XXXX XX, 2013, 2013 AT 3:00 P.M. - Pacific [Insert Daylight or Standard] Time

ADDRESS OF LOCATION: 42210 6th Street West, Lancaster, California, 93534

COMPANY	RESPONDED YES/ NO
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	
COMPANY NAME:	
CITY: STATE: ZIP:	

Staff Name: _____ Title: _____ Date: _____

Request for Proposals (RFP) Solicitation Opening Attendance Form

ANTELOPE VALLEY TRANSIT AUTHORITY, LANCASTER, CALIFORNIA

ATTACHMENT 16

RFP NO.:

RFP TITLE:

COMPANY			RESPONDED YES/ NO
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	
COMPANY NAME:			
CITY:	STATE:	ZIP:	

Staff Name: _____ Title: _____ Date: _____

ALL AREAS MUST BE FILLED IN

ATTACHMENT 17 - REQUEST FOR QUOTE (RQ) TABULATION FORM
FOR PURCHASES NOT TO EXCEED \$50,000 TOTAL

THIS IS NOT AN ORDER

Requisition Number: _____ Date _____ Purchase Order No. _____

Verbal Quotes >\$100 and <\$3,000 Written Quotes >\$3,000 and <\$50,000 Formal Procurement >\$50,000

One Time Purchase OR Requirements Contract (Term Agreement) Begin Date _____ End Date _____

INSURANCE REQUIREMENTS: Required Not Required Insurance Certificate Forward to Risk Management Date: _____

Workers' Compensation Liability: \$1,000,000

Contractor's Pollution Liability: \$1,000,000 insurance each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000

Commercial Automotive Liability \$1,000,000 \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000 \$2,000,000

Commercial General Liability: \$1,000,000 \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000 \$2,000,000

Professional Liability \$1,000,000 \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000 \$2,000,000

Payment Bond and Amount _____ Payment Bond and Amount _____

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

AWARDED CONTRACT TO: Vendor #1 Vendor #2 Vendor #3 Vendor #4 Vendor #5 Vendor #6 Vendor #7 Vendor #8 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
IF PROCUREMENT IS OVER \$50,000, PROCUREMENT MUST GO BEFORE BOARD OF DIRECTORS FOR APPROVAL.

ALL AREAS MUST BE FILLED IN

ATTACHMENT 17 - REQUEST FOR QUOTE (RQ) TABULATION FORM
FOR PURCHASES NOT TO EXCEED \$50,000 TOTAL

THIS IS NOT AN ORDER

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:						\$ -		\$ -		\$ -

**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
IF PROCUREMENT IS OVER \$50,000, PROCUREMENT MUST GO BEFORE BOARD OF DIRECTORS FOR APPROVAL.**



**ATTACHMENT 18
VENDOR REFERENCE CHECK**

Date: _____
 Contact Name: _____
 Company Name: _____
 Company Address: _____

Dear Reference Contact:

Your name/firm has been provided as a reference relating to a Bid/Offer/Proposal submitted by the following listed Vendor for an AVTA project. Please complete the information below and fax it to Lyle A. Block, CPPB at (661) 726-2615 or by email at LBlock@avta.com. Thank you for your prompt attention.

Vendor / Firm Name: _____
 Vendor / Name of Contact _____
 Vendor / City / State: _____
 Term of Past Contract: _____
 Value of Past Contract: _____

Contract Description of Work:

Performance Indicators

For the following performance indicators, assign each area a rating. Indicate the answer by circling the appropriate number within each group rating of Unsatisfactory (0/1), Poor (2/3/4), Satisfactory (5/6), Very Good (7/8), or Outstanding (9/10). Use the attached Rating Guidelines as guidance in making these evaluations. Use "N/A" if reference does not have information to make a determination.

QUALITY OF PRODUCT OR SERVICE		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. COMPLIANCE WITH CONTRACT REQUIREMENTS / STATEMENT OF WORK	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. TIMELINESS AND ACCURACY OF REPORTS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
3. CAPABILITY/ EFFECTIVENESS OF PERSONNEL	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A



ATTACHMENT 18 VENDOR REFERENCE CHECK

COST CONTROL		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. RECORD OF CONTROLLING COST	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. CURRENT, ACCURATE, AND COMPLETE BILLINGS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
TIMELINESS OF PERFORMANCE		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. ADHERENCE TO SCHEDULE – PROJECT COMPLETED ON TIME	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. RESPONSIVE TO TECHNICAL DIRECTION OR SPECIFICATIONS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
BUSINESS RELATIONS		UNSATISFACTORY	POOR	SATISFACTORY	VERY GOOD	OUTSTANDING	
1. EFFECTIVE MANAGEMENT, INCLUDING MANAGEMENT OF SUB-VENDORS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
2. REASONABLE/ COOPERATIVE BEHAVIOR	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A
3. RESPONSIVE TO REQUESTS/ PROBLEMS	RATING	0 1	2 3 4	5 6	7 8	9 10	N/A

SUMMARY RATING: (Add the rating above and divide by the number of areas rated.)

1. THE VENDOR IS COMMITTED TO CUSTOMER SATISFACTION. YES NO
2. WOULD YOU HIRE THIS VENDOR AGAIN? YES NO

Summary Rating Supporting Comments:

RATING GUIDELINES

CRITERIA:	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
	<ul style="list-style-type: none"> - Compliance with contract requirements/ Statement of Work - Timely and accuracy of reports - Capability and effectiveness of personnel - Technical Excellence 	<ul style="list-style-type: none"> - Record of controlling costs - Current, accurate, and complete billings - Relationship of the negotiated costs to actual - Cost efficiencies 	<ul style="list-style-type: none"> - Met interim milestones - Reliability - Responsive to technical direction - Completed on time including wrap-up and contract administration - Met delivery schedules - No liquidated damages assessed 	<ul style="list-style-type: none"> - Effective management, including subcontracts - Reasonable/ cooperative behavior - Responsive to contract requirements - Notification of problems - Flexibility - Proactive vs. reactive



ATTACHMENT 18 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 19
COST ANALYSIS SUMMARY Form (For new Contracts)**

Solicitation #	Page 1 of 3
Preparer's Name, Department, Title, Phone:	Supplies and/or Services to be Furnished:
Where work is to be performed:	Approval: (sign and print name below)

DETAIL DESCRIPTION OF COST ELEMENTS

1 Direct Material a. Purchased Parts b. Subcontracted Items c. Other - (1) Raw Material (2) Standard Commercial Items Total Direct Material			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
2 Material Overhead (Rate % x \$ Base)						
3 Direct Labor	Estimated Hours	Rate	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
Total Direct Labor						
4 Labor Overhead OH Rate X Base (labor total above) <i>Total Labor Overhead</i>			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
5 Other Direct Costs a. Special Tooling/Equipment Total Special Tooling/Equipment b. Travel (1) Transportation (2) Per Diem or Subsistence Total Travel			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance



DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
c. individual consultant Services				
Total Individual Consultant Services				
d. Other				
Total Other				
e. Subtotal Direct Cost and Overhead				
6 General and Administrative (G&A) Rate %				
X \$ Base (Use 5.e above)				
7 Royalties (if any)				
8 Subtotal Estimated Cost				
9 Contract Facilities Capital and Cost of Money				
10 Subtotal Estimated Cost				
11 Fee or Profit				
12 Total Estimated Cost and Fee or profit				
13 Discounts				
14 Option costs (specify)				
15 Adjusted Cost				

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

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 20
PRICE ANALYSIS FORM**

P.O./Contract _____

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.

Prepared by: _____ **Date:** _____

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 21
RESPONSIBILITY AND DETERMINATION FORM

RQ/IFB/RFP/RFQ No:	Date:
RQ/IFB/RFP/RFQ Title:	
Supplier:	
For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.	

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

Prepared by: _____



ATTACHMENT 22

NON-COMPETITIVE/SOLE SOURCE PROCUREMENT JUSTIFICATION AND APPROVAL

Reference: AVTA Procedure ____ (FTA C 4220.1F, Section 3.i, Chapter VI (Page VI-15))

1. Estimated contract amount: _____
2. Recommended supplier name, address, and contact information:
3. Description of requested items or services and their purpose (Attach additional sheets as necessary):

4. Justification for request:

___ A. UNIQUE CAPABILITY OR AVAILABILITY. The property or services are available from one source if one of the conditions described below is present:

- ___ 1) *Unique or Innovative Concept.* The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
- ___ 2) *Patents or Restricted Data Rights.* Patent or data rights restrictions preclude competition.
- ___ 3) *Substantial Duplication Costs.* In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- ___ 4) *Unacceptable Delay.* In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.



- B. SINGLE BID OR SINGLE PROPOSAL. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - 1) *Adequate Competition*. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
 - 2) *Inadequate Competition*. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.
- C. UNUSUAL AND COMPELLING URGENCY. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
- D. ASSOCIATED CAPITAL MAINTENANCE ITEM EXCEPTION REPEALED. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any non-competitive/sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other non-competitive/sole source acquisitions.
- E. AUTHORIZED BY FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use non-competitive proposals. Under this authority, FTA has made the following determinations:
 - 1) CONSORTIUM, JOINT VENTURE, TEAM, PARTNERSHIP. With some exceptions, when FTA awards a grant agreement or enters into a



cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

- 2). FAR STANDARDS. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by non-competitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:
 - a) *Statutory Authorization or Requirement*. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.
 - b) *National Emergency*. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.
 - c) *Research*. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.
 - d) *Protests, Disputes, Claims, Litigation*. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.
 - e) *International Arrangements*. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.
 - f) *National Security*. When the disclosure of the recipient's needs would compromise the national security.
 - g) *Public Interest*. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.



F. NONE OF THE ABOVE APPLIES. A detailed explanation and justification for this non-competitive/sole source request is attached.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Use additional sheets as necessary.

Requested by:	Department:
Prepared by:	Date:
I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a non-competitive/sole source request be approved for the procurement of the above requested item(s) and/or service(s).	
Signature:	Date:

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

Note:



ATTACHMENT 23
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): _____

Julie M. Austin, Executive Director or Designee Date: _____

Copies: Owner Consultants _____ _____ File



DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: Award Multiple Agreements Under Contract #2014-46 for On-Call Architectural, Engineering and Project Management Services

RECOMMENDATION

That the Board of Directors authorize the executive director to execute four agreements under Contract #2014-46 for On-Call Architectural, Engineering and Project Management Services with the following firms:

- Arrow Engineering Services, Inc., Lancaster, CA
- Carpenter, Sellers, Del Gatto Architects, Las Vegas, NV
- Kennard Design Group, Los Angeles, CA
- Pennfield & Smith Engineers, Inc., Lancaster, CA

FISCAL IMPACT

Each contract will be for a period of five years and an amount not to exceed \$250,000 per assigned project, with Board approval being sought for any contract awarded over \$50,000. Pricing will be based upon each firm's submitted fee schedule (See Attachment NB 4.A). Facility and transportation related projects will be assigned by availability of necessary expertise. Costs associated with a specific project will be negotiated prior to assignment. Sufficient funds for each project have been included in the FY15 Business Plan and will be included in future year budgets for planned projects.

BACKGROUND

The Board approved our first transportation improvement project – the Bus Stop Improvements Program - in January of 2010. Since that time AVTA has awarded and completed several transit-related improvement projects. We have an existing on-call

engineering contract with a local firm that provides these services, which will expire before the end of 2014. Other agencies utilize these types of contracts, which allow an agency to move a project quickly from creation to bid documents, in lieu of processing each request separately. We believe it is in AVTA's best interest to continue to improve our services by adding specialized consultants to move current and future projects forward to completion. Current projects include Wireless Inductive Charging Stations, Bus Stop Amenities and a Bus Rapid Transit System. In recognition of the need for on-going support for these major projects, staff developed and circulated a Request for Qualifications.

AVTA released a Request for Qualifications (RFQ) on April 26, 2014. The solicitation documents were posted to AVTA's website and advertisements were placed in the *Antelope Valley Press* and *Our Weekly Lancaster* newsletter. The local Chambers of Commerce were also notified via their respective newsletters and email lists; a total of 12 firms were notified via email with the RFP attached (eight from Lancaster and four from Palmdale). Nineteen additional firms registered and downloaded the RFQ; 18 California firms (one each from Anaheim, Glendale, Pasadena, Riverside, Sacramento, Santa Monica; and three each from Irvine and Los Angeles) and one from out of state.

Five proposals were submitted on June 19, 2014 in response to the RFQ. A review committee evaluated and ranked each proposal on the following criteria: proposer's solution (30%), project management (20%), similar projects (20%), Quality Control Program (10%), proposer's information (10%) and personnel (10%). Five hundred possible total points were available.

Submitted proposals were received from the following firms:

Firm	Location	Total Score	Divisions of Work
Arrow Engineering Services, Inc.	Lancaster, CA	452	<u>Prime Consultant - SBE</u> Construction Management Project Management Cost Estimating Engineering Design Land Planning Master Planning Investigation & Reports Grading Inspection & Testing Special Inspection Services Environmental Site Assessment Land Surveying Mapping and Design Surveys

Firm	Location	Total Score	Divisions of Work
			Mapping and Design Surveys Asset Management Services <u>Plus Additional Sub-Consultants</u> Architectural - DBE Mechanical & Electrical – DBE Structural Engineering – DBE Information Technology – No/DBE
Carpenter, Sellers, Del Gatto Architects	Las Vegas, NV	441	<u>Prime Consultant – Non/DBE</u> Architectural Design Interior Design Planning, Program and Feasibility Studies & Investigations ADA/UFAS Accessibility Review Site Condition Surveys Space Planning Construction Specifications Contract Documents Construction Inspections Construction Administration Record (As-Builts) Drawings Building Information Modeling Project Planning / Scoping Operations & Maintenance Review Signage Design Facility Preservation Alterations, Plans, Repair & Remodel LEED Analysis & Certification <u>Plus Additional Sub-Consultants</u> Civil Engineering – SBE Traffic Studies - SBE Survey / Mapping / GIS – SBE Environmental / Geotechnical – SBE Project Management – SBE Material Testing – SBE Structural Engineering – No/DBE Mechanical Design– No/DBE Structural – No/DBE Plumbing Design – No/DBE

Firm	Location	Total Score	Divisions of Work
			Roadway Lighting Design – No/DBE Transportation – No/DBE Office and Data Facilities – No/DBE Electrical Design – Non-DBE Information Technology – DBE Landscaping – Non-DBE Cost Estimating / Scheduling – DBE Land Use Mangmt / Planning – DBE Environment Management – DBE Material Test / Geotechnical - DBE
Kennard Design Group	Los Angeles, CA	428	<u>Prime Consultant - DBE</u> Architectural Project Management <u>Sub-Consultants</u> Civil / Structural Engineering – SBE Mechanical / Plumbing - SBE GIS Mapping / Surveying - SBE Traffic Engineering - SBE Specialty Electrical – No/DBE Material Testing – SBE Inspections - DBE Cost Estimating / Scheduling – DBE Quality Assurance – DBE Geotechnical - SBE Information Technology – No/DBE Landscape Design – DBE Contract Management - DBE
Pennfield & Smith Engineers, Inc.	Lancaster, CA	405	<u>Prime Consultant – No/DBE</u> Civil Engineering Surveying Traffic Sign / Management Design ADA Assessment & Design Geometric Design Corridor & Regional Transportation Studies

Firm	Location	Total Score	Divisions of Work
JT Engineering	Santa Clarita, CA	332	<u>Prime Consultant – No/DBE</u> Project Management Civil Engineering Traffic Engineering Surveying Soil Testing

The evaluation panel consisted of staff and one TAC member from each of the three member jurisdictions. The panel evaluated the solicitation specifications and submitted proposals and fee schedules, which were all found to be fair and reasonable.

Arrow Engineering Services, Inc., was superior to all proposers in all five criteria areas, while Carpenter, Sellers and Del Gatto Architects achieved second place in the same order of areas. Kennard Design Group and Pennfield & Smith didn't score as high as the first two proposers, but provided a more specific list of services that could and will be used by AVTA, which is why the scoring was slightly lower for these firms. Arrow Engineering Services, Inc., and Carpenter, Sellers and Del Gatto Architects have worked on past AVTA projects, which aids them in understanding our service needs and processes. While Kennard Design Group and Pennfield & Smith have not worked with AVTA, their exposure to other transportation agencies will aid them in performing quality work. JT Engineering has limited references, but as they perform duplicate services of the top four proposers an award is not recommend at this time.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
 Procurement and Contracts Officer

Julie M. Austin
 Executive Director

Attachment: Fee Schedule

ARROW ENGINEERING SERVICES, INC.

FEE SCHEDULE - June 2014 - July 2015

ENGINEERING, GIS & SURVEYING RATES

Principal Engineer/Engineering Administrator	\$ 160.00/hr.
Professional Engineer	115.00/hr.
Design Engineer	95.00/hr.
GIS Application Development	180.00/hr.
GIS Manager	140.00/hr.
GIS Field Data Capture	160.00/hr.
GIS Technician	95.00/hr.
CAD Drafter	95.00/hr.
Secretary/Administrative Assistant	45.00/hr.
Professional Surveyor	120.00/hr.
1-Man Crew (Prevailing wages)	160.00/hr.
2-Man Crew (Prevailing wages)	220.00/hr.

Reimbursable Items

Mylar Plots & Scans	\$ 20.00/ea.
All fees for processing and/or recording of maps	Cost + 15% handling fee
Materials or subcontract services for monument replacement	Cost + 15% handling fee
Research of record or reference documents and shipping charges	Cost + 15% handling fee
Reproduction of all documents, including postage and shipping charges	Cost + 15% handling fee

INSPECTION AND MATERIAL TESTING RATES

Field Inspection and Testing

ICC Certified Soils Inspector	\$ 88.00/hr*
ICC Certified Reinforced Concrete Inspector	88.00/hr*
ICC Certified Welding Inspector	88.00/hr*

Laboratory Testing

Maximum Density/Optimum Moisture	150.00 ea.
Marshall Test (asphalt)	300.00 ea.
Concrete Compression Tests	28.00 ea.

Office Support/Reporting

Compaction Report	200.00
Concrete Reports (includes all concrete reports)	No Charge
Project Management/Coordination and Scheduling	No Charge

*Billing will be on an hourly basis for actual hours worked, portal to portal with a 4 hour minimum per day with anything over 4 hours invoiced as 8 hours. Overtime (over 8 hours in 1 day and Saturdays) will be billed at 1.5 times the hourly rate. Premium time (Sundays & Holidays) will be billed at 2 times the hourly rate.

SUBCONTRACTOR RATES*

June 2014 – July 2015

KAL Architects, Architectural Services

Principal/manager	\$	181.50
Architect		165.00
Architect – designer		121.00
Interior Designer – Senior		143.00
Interior Designer – Junior		104.50
Landscape Architect		143.00
Specifications Writer		132.00
Cost Estimator		143.00
Draftsperson		104.50
Clerical		66.00
Reproduction Costs		
CADD Plotting (Full size 30 x 42) per sheet		33.00
CADD Plotting (Half size 18 x 24) per sheet		19.25
Mylars (per square foot)		9.90
Vellum (per square foot)		3.85
Blacklines (per square foot)		1.10
Copies (8.5 x 11) per sheet		0.14
Architectural Services Misc. Costs		
Mileage – current IRS Standard rate per mile for 2014		\$0.56
Per Diem – Lodging & meals current GSA/Dod rate per day for 2014		\$204.00

Donald F. Dickerson Associates, Mechanical and Electrical Engineering Services

Project Executive/Engineer in Charge/Fire Code Consulting	\$	220.00
Project Manager		181.50
Design Engineer		137.50
Senior Designer		115.50
Designer/Draftsman		104.50
Technical Assistant		88.00
Draftsman		82.50
Computer/data processing		66.00
Secretarial		49.50
Miscellaneous Costs		
Long distance telephone calls	Direct costs x 1.27	
Reproduction expenses	Direct costs x 1.27	
Delivery charges	Direct costs x 1.27	
Printing of electronic media (8.5 x 11) per sheet x 1.27		\$ 0.26
Mechanical/Electrical		
Mileage – current Federal rate x 1.27		
Per Diem – Direct Costs x 1.27		

*Please note: Subcontractor prices have been increased by 10% of their original prices. If this is unacceptable for AVTA/FTA we will adjust accordingly.

SUBCONTRACTOR RATES*

June 2014 – July 2015

JCE Structural Engineering Group

Principal	\$	247.50
Project Director		220.00
Project Manager		203.50
Sr. Project Engineer		187.00
Project Engineer		176.00
Structural Designer		148.50
Sr. Draftsperson		121.00
Jr. Draftsperson		99.00
Technical Support Staff		82.50
Expert Witness Services		330.00
Structural Engineering Misc. Costs		
Mileage – current IRS Standard rate per mile for 2014		\$0.56
Per Diem – Lodging & meals current GSA/Dod rate per day for 2014		\$204.00
Reproduction		Cost

CSD Architects, Architectural Services

Principal	\$	319.00
Director of Operations		247.50
Licensed Architect/Proj Manager		181.50
Design Director Arch./Interiors		181.50
Project Manager Arch./Interior Design		170.50
Project Coordinator Arch./Interior Design		148.50
Job Captain		115.50
Intern I		99.00
Intern II		85.80
Administrator/Business Development		110.00
Admin/Marketing		85.80
Admin I/Bookkeeping & Office Bsn. Mngr		82.50
Admin II/Project Secretary/CA Assistant		82.50
Admin III/Secretary/Reception		77.00
Reimbursable Expenses for in-House Consumables		
Blueprints/plots		\$
18x24		1.38/ea.
26x36		1.98/ea.
30x42		3.03/ea.
Photocopy color		letter
		1.10/ea.
		11x17
		1.65/ea.
Photocopy B/W		letter
		0.17/ea.
		11x17
		0.28/ea.
Cover/binding		letter
		1.10/ea.

*Please note: Subcontractor prices have been increased by 10% of their original prices. If this is unacceptable for AVTA/FTA we will adjust accordingly.

SUBCONTRACTOR RATES*

June 2014 – July 2015

CSD Architects, Architectural Services Cont'd

Color renderings	letter	\$ 8.80/ea.
	11x17	11.00/ea.
	18x24	26.40/ea.
	24x36	52.80/ea.
	30x42	79.20/ea.

Optional per diem and travel costs:

Travel and lodging expenses, if necessary, will be submitted as a reimbursable expense at 1.21 times the cost to the consultant. Meal per diem expenses are negotiable and are not anticipated to exceed \$60.50 per day per person.

General Networks Corporation – IT Services

Tech L1 – PC, notebook, thin client and printer support	\$ 143.00
Tech L2 – Basic network installations – load server O/S, setup server virtualization, install backup, install firewall, Basic routers and switches	154.00
Tech L3 – Intermediate network installations and network troubleshooting – Install Exchange, Citrix XenApp, program routers/switches with VLANS, troubleshoot network/server issues	176.00
Tech L4 – Advanced network services – Network security audits, multi-site WAN configurations and troubleshooting, disaster recovery – business continuity consulting.	192.50

Miscellaneous expenses

Mileage – current IRS Standard rate per mile for 2014	\$ 0.56
Per Diem – Lodging & meals current GSA/Dod rate per day for 2014	204.00
Arrival Fee	104.50

*Please note: Subcontractor prices have been increased by 10% of their original prices. If this is unacceptable for AVTA/FTA we will adjust accordingly.



CARPENTER SELLERS DEL GATTO ARCHITECTS

8882 Spanish Ridge Avenue Las Vegas, NV 89148 Ph 702.251.8896 Fax 702.251.8876

Schedule of Fees / Standard Hourly Rates

RFQ No.: 2014-46

ON-CALL ARCHITECTURAL, ENGINEERING AND PROJECT MANAGEMENT SERVICES

Listed below please find our teams proposed fixed hourly rates by disciplines and work classifications (positions). Rates shall be fully burdened, including all benefits, labor, overhead, profit, taxes, etc.

CARPENTER SELLERS DEL GATTO ARCHITECTS

ARCHITECTURE AND INTERIOR DESIGN

Principal	\$290.00
Director of Operations	\$225.00
Licensed Architect / Project Manager	\$165.00
Design Director Arch. / Interiors	\$165.00
Project Manager Arch. / Interior Design	\$155.00
Project Coordinator Arch. / Interior Design	\$135.00
Job Captain	\$105.00
Intern I	\$ 90.00
Intern II	\$ 78.00
Administrator/Business Development	\$100.00
Admin/Marketing	\$ 78.00
Admin I/Bookkeeping & Office Bsn. Mngr	\$ 75.00
Admin II/Project Secretary/CA Assistant	\$ 75.00
Admin III/Secretary/Reception	\$ 70.00

Travel and lodging expenses, if necessary, will be submitted as a reimbursable expense at 1.1 times the cost to the consultant. Meal per diem expenses are negotiable and are not anticipated to exceed \$55 per day per person.

ARROW ENGINEERING SERVICES, INC.

ENGINEERING, TRAFFIC, GIS & SURVEYING RATES

Principal Engineer/Engineering Administrator	\$160.00
Professional Engineer	\$115.00
Design Engineer	\$ 95.00
GIS Application Development	\$180.00
GIS Manager	\$140.00
GIS Field Data Capture	\$160.00
GIS Technician	\$ 95.00/hr.
CAD Drafter	\$ 95.00/hr.



CARPENTER SELLERS DEL GATTO ARCHITECTS

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Schedule of Fees / Standard Hourly Rates

Secretary/Administrative Assistant	\$ 45.00/hr.
Professional Surveyor	\$120.00/hr.
1-Man Crew (Prevailing wages)	\$160.00/hr.
2-Man Crew (Prevailing wages)	\$220.00/hr.

INSPECTION AND MATERIAL TESTING RATES

Field Inspection and Testing

ICC Certified Soils Inspector	\$ 88.00/hr*
ICC Certified Reinforced Concrete Inspector	\$ 88.00/hr*
ICC Certified Welding Inspector	\$ 88.00/hr*

Laboratory Testing

Maximum Density/Optimum Moisture	\$ 150.00 ea.
Marshall Test (asphalt)	\$ 300.00 ea.
Concrete Compression Tests	\$ 28.00 ea.

Office Support/Reporting

Compaction Report	\$ 200.00
Concrete Reports (includes all concrete reports)	No Charge
Project Management/Coordination and Scheduling	No Charge

*Billing will be on an hourly basis for actual hours worked, portal to portal with a 4 hour minimum per day with anything over 4 hours invoiced as 8 hours. Overtime (over 8 hours in 1 day and Saturdays) will be billed at 1.5 times the hourly rate. Premium time (Sundays & Holidays) will be billed at 2 times the hourly rate.

ES2

STRUCTURAL ENGINEERING

Principals	\$155.00
Project Managers	\$135.00
Project Engineers	\$120.00
Designers	\$ 90.00
CAD Technicians	\$ 75.00
Office Administration	\$ 60.00

TJK CONSULTING ENGINEERS

MECHANICAL, ELECTRICAL AND PLUMBING

Principal Engineer	\$225.00
Principal	\$200.00
Engineers/Project Managers	\$ 90.00 - \$195.00
Engineering Interns/Designers	\$ 70.00 - \$185.00
Engineering Draftsman	\$ 50.00 - \$100.00
Administrative	\$ 50.00 - \$ 90.00



CARPENTER SELLERS DEL GATTO ARCHITECTS

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Schedule of Fees / Standard Hourly Rates

These rates include costs for individual direct salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits plus general and administrative overhead and profit. The above rates are subject to periodic adjustments as mutually agreed to by client and ENGINEERING CONSULTANT to reflect reasonable increases in employees' direct salaries and changes in company overhead rates.

NETWORKS WEST

LOW VOLTAGE \$125.00

SOUTHWICK LANDSCAPE ARCHITECTS

LANDSCAPE ARCHITECTURE

Principal	\$190.00
Project Manager	\$130.00
Landscape Architect	\$120.00
CADD / Designer	\$ 90.00
Administrative	\$ 65.00

Other costs including out-of-pocket expenses, travel lodging, etc., shall be billed at actual cost. Consultants and other special contract labor shall be at actual cost plus 10%. Authorized overtime shall be invoiced at the forgoing rates plus 50%. Prices subject to change without notification.

NMC

COST ESTIMATING

Principal/Senior Manager	\$ 200.00 minimum 2 hour \$1,600.00 Daily
Senior Consultant	\$ 195.00 Billed, minimum 2 hour \$1,560.00 Daily
Consultant	\$ 150.00 Billed minimum 2 hour \$1,200.00 Daily
Subject Matter Expert Consultant	\$ 210.00 Billed, minimum 2 hours \$1,680.00 Daily

The rates above are for work that does not require travel to the customer's site. Considerable savings can be accomplished by doing the work using telephone, email, and other internet based technologies. We are familiar and adept at maximizing the value of online conferencing with or without video.

If the work requires travel, the following conditions apply:

- Customer will reimburse reasonable travel costs, including transfers and airfare.
- Customer will reimburse reasonable lodging, subsistence and local transportation expenses, or provide a per diem appropriate for the location as outlined by the GSA.
- Travel to a location 500 miles from one of the NMC offices requires a commitment of no less than one day, or an equivalent fee. Travel to a location 1,000 to 3,000 miles from one of the NMC offices



CARPENTER SELLERS DEL GATTO ARCHITECTS

8882 Spanish Ridge Avenue Las Vegas, NV 89148 Ph 702.251.8896 Fax 702.251.8876

Schedule of Fees / Standard Hourly Rates

requires a commitment no less than two days, or an equivalent fee. Travel to a location 3,000 miles or more from Seattle shall require a commitment of no less than one week, or an equivalent fee.

- Travel time is billable at half time.

Additional expenses may be required, e.g. international phone calls, virtual conferencing services, special hardware, software or services, and they will be billed on an actual cost basis. Setup time for special hardware or software will be billed at normal consulting rates.

ULTRASYSTEMS ENVIRONMENTAL INC.

ENVIRONMENTAL SERVICES

Principal	\$170.00
Project Director	\$160.00
Senior Principal Engineer	\$150.00
Senior Environmental Scientist/Engineer	\$130.00
Senior Project Manager	\$130.00
Project Manager	\$125.00
Scientist/Engineer	\$125.00
Principal Investigator	\$120.00
Field Director	\$110.00
Senior Planner	\$100.00
Senior Biologist	\$100.00
Jr. Scientist/Jr. Engineer	\$100.00
GIS Analyst	\$ 90.00
Associate Planner	\$ 90.00
Assistant Planner/Environmental Analyst	\$ 80.00
Staff Biologist	\$ 80.00
GIS Technician	\$ 70.00
<u>Support Staff</u>	
Computer Illustrator/Video Imaging	\$ 80.00
Graphic Illustrator	\$ 78.00
Word Processor	\$ 65.00
Technician	\$ 65.00
Intern	\$ 45.00
Computer for CAD/GIS Application	\$ 16.50
Computer for Engineering/Environmental	\$ 10.50



REQUEST FOR QUALIFICATIONS

LANCASTER, CALIFORNIA

RFQ NO.: 2014-46

FOR

**ON-CALL ARCHITECTURAL, ENGINEERING AND
PROJECT MANAGEMENT SERVICES**

**Lyle A. Block, CPPB, Procurement and Contracts Officer
E-Mail: LBlock@avta.com**

**PROCUREMENT AND CONTRACTS OFFICER
42210 6th Street West
Lancaster, CA 93534
Phone: (661) 729-2288**

RFQ CLOSING DATE: JUNE 19, 2014

RFQ CLOSING TIME: 3:00 p.m., PACIFIC DAYLIGHT TIME

SCHEDULE OF FEES

SUBMITTED BY:

Company Name: KENNARD DESIGN GROUP
Address: Los Angeles
Phone No.: 213/381-3311
Fax No.: 213/381-7846
Contact: Gail Kennard, President

An electronic copy of this RFQ and attachments, if any, is available from the AVTA's website: www.avta.com. All RFQ documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

SCHEDULE OF FEES
RFQ No. 2014-46 for
On-Call Architectural, Engineering and Project Management Services



KENNARD DESIGN GROUP

6/19/2014

<i>FIRM / Personnel</i>	<i>Hourly Billing Rate</i>	<i>Discipline</i>
KENNARD DESIGN GROUP	Architecture/Project Management	
Principal	\$145.00	
Project Architect	\$140.00	
Project Manager	\$135.00	
LEED Administrator	\$135.00	
Senior CAD Drafter	\$100.00	
CAD Drafter	\$85.00	
COFFMAN ENGINEERS	Civil, Structural, Mechanical, Electrical	
Principal	\$206 - \$220	
Senior Project Manager	\$185.00	
Senior Engineer	\$180.00	
Project Manager	\$148.00	
Engineers	\$111-\$134	
Senior Designer	\$126.00	
Designers	\$93-\$115	
Drafters	\$71-\$85	
WILTEC	Traffic	
Principal	\$150.00	
Senior Project Manager	\$100.00	
Project Manager	\$80.00	
ARROW ENGINEERING	Surveying, GIS, Geotechnical	
Principal	\$160.00	
Professional Engineer	\$115.00	
Design Engineer	\$95.00	
GIS Application Development	\$180.00	
GIS Manager	\$140.00	
GIS Field Data Capture	\$160.00	
GIS Technician	\$95.00	
CAD Drafter	\$95.00	
Professional Surveyor	\$120.00	
1-Man Crew (prevailing wages)	\$160.00	
2-Man Crew (prevailing wages)	\$220.00	

SCHEDULE OF FEES
RFQ No. 2014-46 for
On-Call Architectural, Engineering and Project Management Services



KENNARD DESIGN GROUP

6/19/2014

FIRM / Personnel

Hourly Billing Rate Discipline

NINYO & MOORE

Material Testing, Inspection

*(see attached **Schedule of Fees**)*

SIMPLEX

Cost Estimating, Scheduling

Principal	\$203.00	Value Engineering, Design Review
Project Management Support	\$182.74	Construction Monitoring
Senior Scheduler	\$177.66	
Cost Estimator	\$164.97	
Design Review	\$182.74	
Construction Management	\$139.59	

COLLABORATIVE DESIGN STUDIO

Quality Assurance/Quality Control

Principal	\$195.00
Senior Associate/Architect	\$145-\$170

GLADSTEIN, NEANDROSS & ASSOCIATES

Electric Bus Expansion

Senior Director	\$230.00
Senior Program Manager	\$150.00
Senior Associate	\$135.00
Associate	\$115.00

BIRDI & ASSOCIATES

Technology/IT

Senior Systems Engineer	\$180.00
Systems Engineer	\$120.00
Senior Project Manager	\$175.00
Project Manager	\$130.00

CHARLES H. STRAWTER DESIGN

Landscape Architecture

Landscape Architect	\$120.00
Landscape Designer/Drafter	\$80.00

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 154
Senior Engineer/Geologist/Environmental Scientist.....	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 145
Project Engineer/Geologist/Environmental Scientist.....	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
GIS Analyst.....	\$ 120
Field Operations Manager.....	\$ 95
Supervisory Technician*.....	\$ 86
Nondestructive Examination Technician*, UT, MT, LP.....	\$ 85
Senior Field/Laboratory Technician*.....	\$ 79
Field/Laboratory Technician*.....	\$ 79
ACI Concrete Technician*.....	\$ 79
Concrete/Asphalt Batch Plant Inspector*.....	\$ 79
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*.....	\$ 79
Technical Illustrator/CAD Operator.....	\$ 78
Geotechnical/Environmental/Laboratory Assistant.....	\$ 66
Information Specialist.....	\$ 66
Data Processing, Technical Editing, or Reproduction.....	\$ 58

OTHER CHARGES

Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician).....	\$ 89 /hr
Hand Auger Equipment.....	\$ 55 /day
Inclinometer Usage.....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 12 /hr
Field Vehicle Usage.....	\$ 10 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204.....	\$ 145
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
Direct Shear – Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2.....	\$ 165
Expansion Potential (Method A), D 4546.....	\$ 145
Expansive Pressure (Method C), D 4546.....	\$ 145
Geofabric Tensile and Elongation Test, D 4632.....	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226.....	\$ 30
Moisture and Density, D 2937	\$ 39
Permeability, CH, D 2434, CT 220.....	\$ 230
pH and Resistivity, CT 643	\$ 140
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$ 180
R-value, D 2844, CT 301	\$ 250
Sand Equivalent, D 2419, CT 217.....	\$ 90
Sieve Analysis, D 422, CT 202.....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90
Specific Gravity, D 854	\$ 90
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, C.D, D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

Roofing

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67.....	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67.....	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90.....	\$ 440
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code.....	\$ 55
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110

Concrete

Cement Analysis Chemical and Physical, C 109.....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Concrete Mix Design Review, Job Spec.....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 50
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 60
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250
Jobsite Testing Laboratory.....	Quote
Lightweight Concrete Fill, Compression, C 495.....	\$ 40
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6.....	\$ 55
Hardness Test, Rockwell, A-370	\$ 50
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 120
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416.....	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 70
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55

Asphalt Concrete

Asphalt Mix Design, Caltrans.....	\$ 2,200
Asphalt Mix Design Review, Job Spec.....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 382.....	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90

Aggregates

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142.....	\$ 100
Cleaness Value, CT 227	\$ 120
Crushed Particles, CT 205.....	\$ 140
Durability, Coarse, CT 229.....	\$ 130
Durability, Fine, CT 229	\$ 130
Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**EXHIBIT A
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2014**

Engineering

Engineering Technician	\$85
Associate Technician	95
Senior Technician	105
Designer	125
Senior Designer	140
Assistant Engineer I	105
Assistant Engineer II	125
Associate Engineer	145
Senior Engineer I	160
Senior Engineer II	170
Principal Engineer	190

Geomatics (Surveying & Mapping)

Surveying Technician	\$105
Surveying Associate	145
Senior Surveyor	170
Principal Surveyor	190
One-Man Survey Crew	\$180
Prevailing Wage	200
Two-Man Survey Crew	240
Prevailing Wage	275

Planning

Assistant Planner	110
Associate Planner	130
Senior Planner I	155
Senior Planner II	165
Principal Planner	180

Construction Management

Construction Technician	\$95
Assistant Construction Manager	125
Associate Construction Manager	145
Senior Construction Manager I	160
Senior Construction Manager II	170
Principal Construction Manager	190
Construction Inspector	\$100
Prevailing Wage	125
Senior Construction Inspector	110
Prevailing Wage	130
Chief Inspector/Owner's Representative	120
Prevailing Wage	135

General

Technical/Clerical Support	\$75
Dry Utility Coordinator	150
Special Consultant	220
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Court appearance – flat fee \$3,300/day
 Depositions - \$400/hour including travel time
 Supplementary work – 1.5 times the regular rate

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Penfield & Smith reserves the right to make adjustments at any time.





DATE: August 26, 2014

TO: BOARD OF DIRECTORS

SUBJECT: Proposed Modifications to Life Insurance and Accidental Death and Dismemberment Coverage

RECOMMENDATION

That the Board of Directors approve the modifications to life insurance and accidental death and dismemberment (AD&D) coverage for AVTA staff effective October 1, 2014 as outlined in Attachment A.

FISCAL IMPACT

The additional cost to enhance the life insurance and AD&D coverage is \$1,895 annually.

The FY15 Business Plan assumed a universal increase in benefits expense of 10%. While the premium increases for medical open enrollment have not yet been announced, staff believes that the budgeted increase is conservative. Savings against the budget will be more than sufficient to cover the incremental cost.

BACKGROUND

In its continuing efforts to provide comprehensive and competitive benefits, staff contacted Standard Insurance, AVTA's provider of life insurance and AD&D benefits to determine the cost of enhancing these policies. Their proposal standardizes the benefits by tying them to individual salary levels rather than to fixed amounts.

Prepared by:

Submitted by:

Williene Jones
Human Resources and
Benefits Coordinator

Julie M. Austin
Executive Director

Attachment: A – Life and AD&D Insurance Information and Comparison Sheet

Antelope Valley Transit Authority
Comparison of Costs: Life Insurance and AD&D Coverage Enhancements for Employees
Board Meeting of August 26, 2014

	Current Benefits	Proposed Benefits
Life Insurance		
Class 1	\$75,000	1.5 times annual salary
Class 2	\$50,000	1 times annual Salary
Minimum/Maximum Life Coverage (\$)	\$100,000	\$50,000 - \$250,000
Additional coverage available?	No	Yes <i>(Available if 20% of employees opt to participate. Cost is born by employees and is age-based)</i>
Reduction Schedule	Coverage amount reduces to 35% at age 65; then to 25% at age 70; and to 15% at age 75	Coverage amount reduces to 65% at age 65; then to 50% at age 70; and to 35% at age 75

	Current Benefits	Proposed Benefits
AD&D	\$100,000 flat rate per employee	1 times annual Salary
Reduction Schedule	Coverage amount reduces to 35% at age 65; then to 25% at age 70; and to 15% at age 75	Coverage amount reduces to 65% at age 65; then to 50% at age 70; and to 35% at age 75

	Current	Proposed
Cost		
Life	\$239.58	\$379.00
AD&D	92.54	76.00
Health Advocacy Services	0.00	35.00
	\$332.12	\$490.00
Monthly Incremental Cost		\$157.88
Annual Incremental Cost		\$1,894.56

Notes

- (1) Class 1 employees are Directors and the Executive Director.
- (2) Class 2 comprises all other employees.
- (3) Health Advocacy Services is a feature of the revised coverage program.