



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

PROCUREMENT POLICY

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CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
PROCUREMENT POLICY

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Appendix F - *Procurement Policy Acknowledgement Form*

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Appendix I – DBE (Disadvantaged Business Enterprise) Participation Form
(See application at www.ccrta.org/about/dbe/)

Appendix J – Pre-Award Certifications

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** NOTE: A possible revision will be forthcoming when the approval process integration is completed for the Fleet-Net System.*

**CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
PROCUREMENT POLICY**

SECTION 1- GENERAL PROVISIONS

A. PURPOSE AND APPLICATION

1-101 PURPOSE

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the Corpus Christi Regional Transportation Authority (the CCRTA), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1-102 APPLICATION

This policy applies to all contracts for the procurement of supplies, services, and construction services entered into by the CCRTA as well as purchase orders (POs), small purchases (SPs), procurement cards (P-cards) and check requests. The policy shall apply to every CCRTA employee that procures goods and services for the CCRTA. A Purchasing Procurement Acknowledgement Form (Appendix F) must be completed and signed by any CCRTA employee before procuring goods and services for the RTA.

This policy is consistent with and governed by the *Texas Transportation Code Chapter 451, 49 Code of Federal Regulations Part 18, Section 18.36, and Federal Transit Administration Circular 4220.1F* (refer to Appendix A), as amended. It shall apply to every expenditure of public funds for purchasing irrespective of the source of the funds. Nothing in this policy shall prevent the CCRTA from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law. All procurement transactions will be conducted in a manner providing full and open competition. This policy does not allow CCRTA employees and Board members to make personal purchases with public funds unless the purchase is for CCRTA business.

B. DEFINITIONS

1-201 DEFINITIONS

1. Addendum/Addenda. Written interpretation(s) or revision(s) to Invitations for Bids or Requests for Proposals issued by CCRTA before the bid opening or proposal receipt, which are incorporated into the Contract Documents.
2. Approved Equal. A substitute offered by a prospective Bidder which is accepted by CCRTA, in accordance with applicable law and procedures stipulated in the Solicitation Documents, as equal to or better than a designated process or manufacturer's brand-name product.

3. Architect and Engineering Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of Texas.
4. Bid. Offer of a Bidder to provide goods, services or work in response to an Invitation for Bids. For Public Works contracts, it is defined as any proposal submitted to a public entity for the construction, alteration, repair or improvement of any structure, building, road or any other improvement of any kind.
5. Bidders List. A compilation of names of prospective Bidders for a particular solicitation consisting of firms that requested and/or was sent a copy of the Bid Package.
6. Bid Tabulation (Also Bid Summary Sheet). The written record of prices and other relevant information pertaining to the Bids submitted in response to a Bid Solicitation Package. (The Bid Summary Sheet is filled in at the Bid Opening and serves as the Bid Tabulation unless not all relevant prices can be read at the time of bid opening in which case a more detailed Bid Tabulation, providing all unit and extended prices, is prepared after Bid Opening and prior to the qualification hearing).
7. Board of Directors. The governing body of CCRTA consisting of a Chairperson and ten members, who exercise, and perform all powers, duties, functions, rights, and privileges vested in CCRTA pursuant to CCRTA's governing law.
8. Brand Name or Equal Specification. A specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the requirements of the RTA, and which provides for the submission of equivalent products.
9. Brand Name Specification. A specification limited to one or more items by manufacturer's names or catalogue numbers.
10. Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
11. Capital Purchase. Purchases of vehicles, equipment, improvements to building, construction of bus stop improvements and buildings, and improvements other than buildings costing more than \$750 (\$500 for computer equipment) and having a useful life of one year or more. For a more detailed description see the *Capital Asset Policy*.
12. Change Order. A unilateral change to a contract within the general scope of the existing contract that does not materially change the scope of the project.
13. Check Request. A special documented request to pay for items such as non-established vendors, seminars or items requiring pre-payments, hotels for travel,

reimbursements or other items of non-recurring nature or on an emergency basis. The purchase must comply with the *Corpus Christi Regional Transportation Authority Procurement Policy*.

14. Contract Modification (bilateral change). Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
15. Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the CCRTA and is not a matter of public knowledge or available to the public on request.
16. Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine maintenance of existing structures, buildings, or real property.
17. Contract. All types of agreements between the CCRTA and other parties, regardless of what they may be called (purchase order, small purchase order, etc.), for the procurement of supplies, services, or construction.
18. Contractor. Any person having a contract with the CCRTA or a using agency thereof.
19. Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed in connection with every procurement action including contract modifications (i.e., change orders).
20. Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
21. Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.
22. Debarment. A Federal process whereby the U.S. Comptroller General compiles a list of persons or firms not eligible for contract award to any person or firm contained on the U.S. Comptroller General's list of debarred persons or firms.
www.epls.gov
23. Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

24. Disadvantaged Business Enterprise. A small business concern:
- (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
 - (c) Which has been certified as such by an organization acceptable to the CCRTA.
24. Employee. An individual drawing a salary or wages from the CCRTA, whether appointed or not; any non-compensated individual performing personal services for the CCRTA, or any department, agency, commission, council, board, or any other entity established by the Board of Directors of the CCRTA.
25. Evaluation Committee. The group of individuals who individually and as a group are tasked to review and evaluate submitted proposals or statements of qualification in a competitive procurement. Evaluation is done based on evaluation factors published in the RFP or RFQ.
26. Financial Interest.
- (a) Ownership of any interest or involvement in any relationship with the CCRTA from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$600 per year, or its equivalent.
 - (b) Ownership of 3% or more of any property or business; or
 - (c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.
27. Grantee. CCRTA or other party if specifically described as such in its role as a recipient of an outside source of funds, usually Federal funding
28. Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value is received.
30. Independent Cost Estimate. Estimates of cost prepared by a consultant or engineer before bids or proposals are received.
31. Invitation for Bids (IFB). The procurement process by which sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is

awarded to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation For Bids, conforming to all the material terms and conditions of the solicitation package is the lowest in price.

32. Liquidated Damages. An amount fixed in the contract which is assessed against a Contractor when it breaches a provision of a contract (e.g. it fails to complete delivery, installation, services, or the work specified in a contract within the contract period of performance or schedule) where extent of actual damages would be difficult or impossible to determine. Liquidated damages are a predetermined, set amount and are included in the contract in lieu of attempting to measure actual damages. Liquidated damages, as predetermined, are assessed even if, no ascertainable damages or greater damages as a result of the contractor's failure to perform in accordance with contract requirements. Liquidated damages may not be used as a penalty against a contractor.
33. Method of Procurement. A broad term describing how CCRTA procures goods and services. The two basic methods are sealed bidding (Invitation for Bid) and competitive negotiation (Request for Proposal and Request for Qualification).
34. Notice of Award (NOA). Letter issued to the successful bidder stating that the contract has been awarded to it and stating the effective date of the contract. For non-construction contracts, the NOA usually authorizes the Contractor to commence performance; for construction contracts, the NOA is simply a notification and does not necessarily authorize the contractor to commence work. CCRTA must issue a Notice to Proceed before a construction Contractor is authorized to begin work.
35. Notice to Proceed. Written direction to commence delivery, installation, services, or the work provided for in the Contract. It is sent to the Contractor post award and states that the Contractor is authorized to commence work as of a specific date. Used primarily for construction contracts and/or when Contractor must provide permits or other documents or information to CCRTA after award but prior to commencing all or a portion of the work. The term is also used with regard to consultant contracts, in a manner synonymous with the term "Notice of Award", authorizing the Consultant to commence work.
36. Organizational Conflict of Interest. A conflict of interest of a CCRTA contractor that arises or might arise because the nature of the work to be performed may, absent some restriction on future activities, result in an unfair competitive advantage to the contractor, impair the contractor's objectivity in performing the contract work, or make the contractor unable or potentially unable to render impartial assistance or advice to the CCRTA.
37. Payment Bond. A promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract.
38. Performance Bond. A promise of surety sometimes referred to as a "completion bond," assuring the CCRTA that once the contract is awarded, the contractor will

perform its obligations on CCRTA contracts.

39. Person. Any business, individual, union, committee, club, other organization, or group of individuals.
40. Piggybacking. An assignment of existing contract rights to purchase supplies, equipment, or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, competed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If two or more parties jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.
41. Pre-Bid or Pre-Proposal Conference. Conference during which representatives of Contracts and Grants, User Department, Project Manager, and DBE Staff to discuss questions posed by prospective bidders or proposers regarding the preparation of their bids or proposals. Responses to questions raised (if any) are formalized in an addendum to the contract and distributed to all holders of Bid Solicitation Documents.
42. Pre-Construction Meeting. For a construction project, a meeting with representatives of the Contractor and CCRTA after award and before beginning the construction work. "Kickoff Meeting" is also used to mean a meeting convened by the Purchasing Department and attended by the Selection Committee which will include a presentation by the Project Manager on the project Scope of Work for upcoming consultant procurement.
43. Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
44. Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
45. Procurement. The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services, or construction services. It also includes all functions that pertain to the obtaining of any supply, service or construction services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
46. Purchase Order. A contractual document in which a promise to pay is offered in exchange for an acceptance effectuated by performance, e.g., the delivering of

goods; generally used for inventory replenishment items or other acquisitions for which CCRTA assumes a minimum exposure to liability, thereby negating the need for extensive non-standard terms and conditions. In some cases a Purchase Order is bilaterally executed.

47. Purchase Requisition. A form used by an authorized user to initiate procurement action for materials, supplies, and/or services
48. Quote. A statement of current prices for items being obtained under informal purchase procedures.
49. Relative. Spouse, father, mother, brother, sister, son, daughter, spouse's children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and, with adoptive relationships and step-parents, step-siblings and step-children being treated the same as natural relationships
50. Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipments, and credit which will assure good faith performance-
51. Responsive Bid. A Bid which conforms to all technical, business and legal requirements of the Bid Solicitation Package, i.e. Invitation for Bids.
52. Request for Information (RFI). A solicitation document used to obtain general information about products, services or suppliers. It is an information request, not binding on either the supplier or the purchaser, and is often used prior to specific requisitions for items.
53. Request for Proposals (RFP). The competitive proposal method of procurement that is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. RFPs are used in negotiated procurements to communicate CCRTA requirements to prospective contractors and to solicit proposals from them.
54. Request for Qualifications (RFQ). A competitive proposals process based on the Brooks Act in contracting for architectural and engineering (A&E) services. An offeror's qualifications are evaluated and price is excluded as an evaluation factor. Can only be used for procuring architect or engineering services when using federal funds.
55. Request for Quotations. A solicitation document used to obtain price quotes for a specified product or service. A sealed bid solicitation usually used for small purchases.
56. Services. The furnishing of labor, time, or effort by a contractor, not involving the

delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

57. Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.
58. Specification (Scope of Work). Complete, clear description defining the supplies or services being procured. Specifications fall into two general categories: performance specifications that set forth the minimum acceptable performance standards expected of the end product, and design specifications that describe in detail the tasks to be performed and products to be delivered.
59. Sole Source. The only source (vendor) known to be able to perform a contract, or the one source among others that, for justifiable reasons, is found to be the most advantageous for the purpose of contract award.
60. Substantial Interest. Any interest which has a value of \$5,000 or represents ten percent (10%) or more of a person's gross income during the most recent calendar year.
61. Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
62. Technical Administration. Utilization of project managers' diverse educational and professional backgrounds, to serve in achieving, developing, and assuring needed procurements are made and contract specifications are adhered to for the RTA .
63. Technical Requirements. A document written or supplied by a project manager that defines a product they are wanting to procure and designed to allow people to understand what a product should do and how it should work. The technical requirements pertain to the technical aspects, such as performance-related issues, and reliability issues. Technical requirements include a description, an example, a source, references, and history.
64. U.S. Department of Transportation-Federal Transit Administration. Federal grantor agency referred to in the Contract documents as "FTA", under whose grants of financial assistance and grant contracts, work or services are performed or materials are provided by third parties.
65. Work. The completed performance required by the Contract documents, and includes all necessary labor and materials and equipment incorporated or to be incorporated in such performance.

C. PURCHASING AUTHORITY

1-301 AUTHORITY OF CHIEF EXECUTIVE OFFICER

1. As the Chief Executive Officer of the CCRTA, the Chief Executive Officer is responsible for the administration and management of the CCRTA's operations, contracts, federal and state grants, and the procurement of all goods and services required by the CCRTA. The Chief Executive Officer is authorized to execute on behalf of the CCRTA all contracts to which the CCRTA is a party, except bonds, notes, mortgages and any other evidence of indebtedness of the CCRTA, in accordance with the following criteria:
 - (a) Any contract requiring an expenditure by the CCRTA of an amount not more than \$25,000 may be executed by the Chief Executive Officer without prior approval of the Board, provided that the amount and general purpose for such expenditure is included within the CCRTA's budget as adopted by the Board.
 - (b) Any contract requiring expenditure by the CCRTA in an amount exceeding \$25,000 may be executed by the Chief Executive Officer upon approval by the Board.
 - (c) For any such contract approved by the Board, the Chief Executive Officer is additionally authorized to execute any change orders, amendments, supplements or modifications, subsequent thereto so long as such changes, whether individually or collectively, do not require the expenditure by the CCRTA of an amount more than \$25,000 in excess of the amount approved by the Board for the original contract. Once Board approval has been obtained for such change orders, amendments, supplements or modifications, subsequent approvals shall be obtained from the Board for further change orders, amendments, supplements or modifications which, individually or collectively, exceed \$25,000 increments. Notwithstanding the foregoing, for any construction contract approved by the Board which exceeds \$300,000, the Chief Executive Officer is additionally authorized to execute any change orders, amendments, supplements or modifications thereto so long as such changes, whether individually or collectively, do not require the expenditure by the CCRTA of an amount more than five percent (5%) of the original contract amount.
 - (d) In the event of an emergency (as hereinafter defined) under circumstances in which the Chief Executive Officer determines it to be in the CCRTA's best interests not to defer action to the next Board meeting. The Chief Executive Officer may execute contracts requiring an expenditure by the CCRTA of an amount exceeding \$25,000 without prior approval of the Board; provided that, the Chief Executive Officer first must consult with the Chairperson, or in his or her absence, the Vice Chairperson, on the advisability of such expenditure, and the amount and

general purpose for such expenditure must be included within the CCRTA's budget as adopted by the Board. The Chief Executive Officer shall furnish information to the Board at its next meeting of the nature of the emergency, the contracting party, and the amount of the expenditure and the Board may vote to either confirm or not confirm the Chief Executive Officer's actions. Any person or firm contracting with the CCRTA in such an emergency may rely upon the Chief Executive Officer's written certification as to existence of an emergency as defined herein and the fact that he or she has first consulted with the Chairperson or Vice Chairperson as provided in these procedures. The failure to confirm the expenditure by the Board shall have no effect on the validity or enforceability of any such contract against the CCRTA.

2. The Chief Executive Officer shall comply with the requirement of Chapter 451 of the Texas Transportation Code, and other applicable federal or state laws in contracting for the CCRTA, specifically 49 CFR Part 18, Section 18.36, and Federal Transit Administration Circular 4220.1F. Competitive bids or proposals shall be solicited as the same may be required by law or when appropriate in order to obtain the most advantageous terms for the CCRTA.

1-302 AUTHORITY AND DUTIES OF THE CONTRACTS AND GRANTS MANAGER

- (1) Principal Public Purchasing Official. Except as otherwise provided herein, the Contracts and Grants Manager shall serve as the principal public purchasing official for the CCRTA and shall be responsible for the procurement of supplies, services, and construction services in accordance with this Policy.
- (2) Duties. In accordance with this Policy the Contracts and Grants Manager shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the CCRTA;
 - (b) sell, trade, or otherwise dispose of surplus equipment and supplies belonging to the CCRTA at the direction of the Chief Executive Officer under Section 6-Disposition of Surplus Property of this Policy.
 - (c) establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction.
- (3) Operation Procedures. Consistent with this Policy, and the Contracts and Grants Manager may adopt operational procedures relating to the execution of departmental duties.
- (4) Grants Administration. The Contracts and Grants Manager is responsible for

the administration and management of Federal Transit Administration (FTA) grants in compliance with the grant agreement and applicable FTA circulars and regulations.

1-303 AUTHORITY AND DUTIES OF THE PROJECT MANAGER

1. A duly appointed CCRTA employee who will be directly responsible for the daily technical administration of a contract including monitoring the contractor in his performance of the contract and performing those functions as specified by CCRTA procedures. The Project Manager should be a responsible individual assigned to and familiar with the procedures and requirements of the user department. As such, the Project Manager is the Contracts and Grants Department technical expert or has technical expertise at his or her disposal to assist in insuring contractor compliance with technical requirements of the contract. Normally the Project Manager approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the contractor.
 - (a) The Project Manager is also the person to whom reports of warranted equipment malfunctions or failures or any problems with the contractor's performance are submitted, pursuant to the specific authority granted by the user department manager. The Project Manager makes the initial request for contractor remedial action. The Project Manager enters a record of the incident and actions taken in his files; the Contracts & Grants Manager becomes involved when and if the lapse constitutes a serious, i.e., life-threatening, repetitive or unresolved, breach of contractor's civil or contractual responsibility.
 - (b) Should the contractor fail to respond in a timely or adequate manner to rectify any problem, the Project Manager notifies the Contracts and Grants Manager that an apparent breach of the contract exists. After investigating the situation, the Contract and Grants Manager and the Project Manager takes any steps necessary and available to enforce CCRTA's rights under the contract, to include withholding payment, imposing liquidated damages, negotiating and recommending a settlement, terminating the contractor for default, or referring the matter for legal action.
 - (c) The Project Manager also attends /participates in the pre-bid and pre-proposal conferences as the technical expert, and assist with evaluations of contractor's past performance, questions prospective contractors at the consultant interview as to his technical capability to perform the contract, assists the Contracts and Grants Manager with contract negotiations, ascertains the availability of funds prior to asking the Contracts and Grants Manager to initiate the negotiation and approval process for change orders, contract modifications and supplemental agreements, and issues directions to correct or replace defective items of work.

- (d) Makes final technical inspection of work done by the contractor and submits appropriate acceptance certificates when the specifications of the contract have been properly fulfilled.

SECTION 2- SOURCE SELECTION AND CONTRACT FORMATION

A. METHODS OF SOURCE SELECTION

2-101 COMPETITIVE SEALED BIDDING (INVITATION FOR BIDS).

1. Conditions for Use. All contracts of the CCRTA shall be awarded by competitive sealed bidding except as otherwise provided in Section 2-102 – Request For Proposals), 2-103 - Contracting for Designated Professional Services, 2-104 - Small Purchases, 2-105 - Sole Source Procurement, 2-106 - Negotiated Procurements, and 2-107 - Emergency Procurements of this Policy.
2. Invitation for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement. The invitation for bids shall describe all evaluation factors for source selection and the relative importance of each factor.
3. Public Notice. Adequate public notice of the invitation for bids shall be given a reasonable time, not less than 15 calendar days prior to the date set forth therein for the opening of the bids. Such notice shall include publication in a newspaper of general circulation and within a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening. Bids are to be solicited from an adequate number of qualified sources.
4. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as deemed appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Texas Government Code Chapter 551 and Chapter 552, and shall be available to the public as provided in such statute.
5. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that is not set forth in the invitation for bids. All evaluation factors and their relative importance are to be specified in the solicitation; but numerical or percentage ratings or weighs need not be disclosed.

6. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the RTA or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Contracts and Grants Manager.
7. Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds and such bid does not exceed such funds by more than five percent, the Contracts and Grants Manager is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. CCRTA Board of Directors' approval is required to award all contracts in which the aggregate amount in the contract is more than \$25,000. Contracts of \$25,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the Board of Directors. The Chief Executive Officer may transfer approval authority for contracts of \$25,000 or less to the Contracts and Grants Manager, Chief of Administration, Chief of Operations, or Director of Business Development. If the Chairperson of the Board of Directors determines a purchase in excess of \$25,000 is necessary prior to Board of Directors approval, he may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the CCRTA Board of Directors at their next regularly scheduled meeting.
8. Multi-Step Sealed Bidding. When it is not practical to issue an Invitation For Bid resulting in an award based on price exclusively, an invitation for bids may be issued requesting the submission of unpriced offers to be followed

by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

2-102 REQUEST FOR PROPOSALS.

1. Conditions for Use. When the use of competitive sealed bidding is either not practicable or not advantageous to the CCRTA, a contract may be entered into by use of the request for proposals method.
2. Request for Proposals. Proposals shall be solicited through a request for proposal when the property or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone.
3. Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 2-101(3) (Competitive Sealed Bidding, Public Notice). Proposals shall be solicited from an adequate number of qualified sources.
4. Receipt of Proposals. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name, address and telephone number of each offeror. The register of proposals shall be open for public inspection only after contract award.
5. Evaluation Factors. The request for proposals shall identify the evaluation factors that will be considered. All evaluation factors and their relative importance shall be specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.
6. Discussion with Responsible Offers and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion, or revision of the identity of competing offerors, or of any information derived from proposals submitted by competing offerors.
7. Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the CCRTA, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. If

the Chairperson of the Board of Directors determines a purchase in excess of \$25,000 is necessary prior to Board of Directors approval, they may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the Board of Directors at their next regularly scheduled meeting.

8. Contracts Documentation. The contract file shall contain the basis on which the award is made. CCRTA Board of Directors approval is required to award all contracts in which the aggregate amount in the contract is more than \$25,000. Contracts of \$25,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the CCRTA Board of Directors.

2-103 CONTRACTING FOR DESIGNATED PROFESSIONAL SERVICES

1. Authority. Professional or personal services except architects and engineers will be procured in accordance with the selection procedures specified in this Section. Although contract for personal and professional services are not required to be let on competitive bids under Chapter 451, it is the policy of the CCRTA to follow procedure to assure the responsible provision of personal and professional services at a reasonable expense. No contract for the services of legal counsel may be awarded without the approval of the CCRTA Board of Directors.
2. Selection Procedures.
 - (a) Conditions for Use. Except as provided under Section 2-105 (Sole Source Procurement), 2-106 (Negotiated Procurement), or 2-107 (Emergency Procurement), the professional services designated in Subsection (1) of this Section shall be procured in accordance with this Subsection.
 - (b) Public Posting. Prior to awarding any contract for personal or professional services in excess of \$25,000, an announcement that such a contract is being considered shall be posted at the principal office of the CCRTA for at least fifteen calendar days before the contract is awarded. The CCRTA may solicit qualification statements from prospective personal or professional services and, upon qualification, require contractors to submit proposals for the particular scope of work being contemplated. The RTA reserves the right to combine the solicitation of qualification statements and proposals into one submission.
 - (c) Public Announcement and Form of Request for Proposals. Adequate notice of the need for such services shall be given by the CCRTA through a request for proposals. The request for proposals shall describe the services required, list the types of information and data

required of each offeror. Advertising for qualification statements or proposals shall be conducted in the manner most reasonably designated to solicit the desired expertise. Such solicitation may include advertisements in professional publications, direct mail or telephone communications. In cases of emergency or when the scope of work is such that only one person or firm is best qualified, the Authority reserves the right to waive any formal solicitation of qualification statements or proposals and proceed with award of the contract after public notice as required herein.

- (d) Discussions. The CCRTA may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualification for further consideration. Discussion shall not disclose any information derived from proposals submitted by other offerors.
- (e) Award. Award shall be made to the offeror determined in writing to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable. CCRTA Board Directors' approval is required to award all contracts in which the aggregate amount in the contract is more than \$25,000. Contracts of \$25,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the CCRTA Board of Directors. The Chief Executive Officer may transfer approval authority for contracts of \$25,000 or less to the Purchasing Manager. If the Chairperson of the CCRTA Board of Directors determines a purchase in excess of \$25,000 is necessary prior to CCRTA Board of Directors approval he may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the CCRTA Board of Directors at their next regularly scheduled meeting.

2-104 SMALL PURCHASES.

1. General. Any contract not exceeding \$25,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section. Any procurement exceeding \$25,000 shall be made in accordance with Sections 2-101 - Competitive Sealed Bidding, 2-102 – Request for Proposals, or 2-103 – Contracting for Designated Professional Services. The Contracts and Grants Department can always obtain quotes for a department. Simply forward a completed requisition form

with the proper authorizations to the Contracts and Grants Department and they will complete the purchase for the department.

2. Purchases For More Than \$750 But Less Than \$25,000. Insofar as it is practical for small purchases in excess of \$750 but less than \$25,000, no less than three businesses shall be solicited to submit written or faxed quotations. If less than three businesses are available, write this information on the requisition. A purchase order cannot be used for the procurement of construction services because of insurance and other requirements. Awards shall be made to the business offering the lowest acceptable quotation. The names of the business submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.
 - a. Department Heads are responsible for all purchases made for their department. The Chief Executive Officer has delegated purchase responsibility to Department Heads for purchases over \$750 with review of the process to be the responsibility of the Contracts and Grants Manager.
 - b. The Department Head is responsible for providing for full and open competition and seeking out potential Disadvantaged Business Enterprise (DBE) vendors in the procurement process. The CCRTA has a DBE goal of 18% on all purchases. Refer to Section 9 – Assistance to Small and Disadvantaged Businesses. DBE Vendor Payment Forms are available from the DBE Department.
 - c. A Department Head may request that the Contracts and Grants Department solicit price quotes and make a vendor selection, or the Department Head may designate personnel from their own department to perform this function. If the Department Head chooses to obtain quotes and make vendor selections, all precautions should be taken to insure that a fair procurement will be obtained following the state and federal statutes applicable to public procurements. Guidance on these issues may be obtained from the Contracts and Grants Manager.
 - d. The Department Head or designated purchaser (Purchaser) must determine that the purchase to be made will not exceed his/her authorization limits, and the purchase has been provided for in the departmental budget line item to be charged. Only those CCRTA employees that have authorization as per the *Purchasing and Contracting Authorization Limits* as approved by the Chief Executive Officer are authorized to purchase goods and services for the CCRTA.
 - e. Purchasers must obtain **(3) three written** quotes from qualified vendors for the items they wish to purchase. These quotes must accompany the Requisition Form or the Bid Quote Form if using a procurement card to make purchases. The combined total of all items cannot exceed the Department Head's purchasing authority. If the vendor includes a

statement on their written quote that "This quote is good for 30 days," Purchaser may copy the quote to use within that timeframe for other similar purchases.

- f. After obtaining the quotes and selecting the vendor, Purchasers must complete a *Purchase Requisition* form (refer to Appendix C). It must contain:
 1. A signature of the Department Head that has been authorized by the Chief Executive Officer to commit CCRTA funds for the purchase. Refer to Appendix B.
 2. A signature of the person initiating the requisition.
 3. The account number to be charged with the purchase.
 4. Assurance by the Department Head that budgeted funds are available for the purchase.
- g. The Purchaser must submit the completed Requisition Form and the written quotes to the Contracts and Grants Department. Purchasers should retain a copy of the form and quotes for their own records.
- h. If the Department Head prefers to have the Contracts and Grants Department solicit prices, he/she simply needs to submit a completely filled out requisition form, properly authorized, with a list of suggested vendors for the Contracts and Grants Department to contact. The description of the item to be purchased must include the technical requirements for the purchase. All supporting information such as drawings, specifications, and part numbers should be provided to the Contracts and Grants Department with the completed requisition form.
- i. If the Department Head obtained the quotes, the Contracts and Grants Department will review the requisition and the written quotes to assure that the solicitation has been properly handled. The Contracts and Grants Department will also determine if the price obtained is fair and reasonable. If no problems are found, the Contracts and Grants Department will issue a purchase order and place an order for the purchase. The Purchaser will receive the green copy of the requisition form, a copy of the purchase order, and a receiving document.
- j. The purchase order will be sent to the Parts Department. When the merchandise is received by the Parts Department, the Parts Department will close the purchase order and forward the receiving document to Accounts Payable for payment. If the Purchaser receives the merchandise, the Purchaser must send the Parts Department a receiving document signed and dated by the Purchaser that they have received the merchandise so the purchase order can be closed and the invoice promptly paid.
- k. The vendor must include the purchase order number on the invoice. No

invoice will be paid without a purchase order number referenced on the invoice.

- I. Upon receipt of the invoice, Accounts Payable will pay the invoice in accordance with the Accounts Payable Standard Operating Procedures.
- m. When purchasing federally funded capital items, Purchaser must receive **prior** approval in writing from the Contract and Grants Manager before purchasing the item. For capital items costing \$3,000 or more, a Federal Supplemental Conditions for a Purchase Order form (refer to Appendix D) must be signed by the vendor before an order is placed with the vendor. Federally funded capital items shall not be purchased with a P-card (without prior approval) or small purchase order.
- n. Failure to comply with these procedures could result in suspension of the ability to purchase without the approval of the Chief Executive Officer or Division Heads and/or other disciplinary action up to and including termination.

3. Small Purchases for \$750 or Less.

- a. Purchases for \$500 or Less. To make a purchase for a good or service that will cost less than \$500 the Department Purchaser must secure a Small Purchase order (SP) **before** purchasing the item or may use a purchasing card.
 1. For a Small Purchase Order (SP), the Department Purchaser must confirm that prices offered are fair and reasonable. No requisition is required for any purchase for \$500 or less. No quotes are required. No documentation of quotes is required to obtain a confirming purchase order number; however, the Contracts Department can request information on the quotes obtained, if prices do not appear to be fair and reasonable. Do not circumvent CCRTA purchasing policies for dollar limitations by getting two SPs or having someone else get a second SP for the same item.
 2. After purchasing the item, take the receipt that the vendor gives you, write the SP number on the receipt (unless the vendor has the number on the receipt already), sign and date the receipt and give it to the Accounts Payable Clerk.
- b. Purchases between \$500 and \$750. For purchases between \$500 and \$750, two verbal quotes must be obtained and purchased as follows:
 1. After obtaining the quotes and selecting the vendor, Purchasers must complete a Requisition form. It must contain:

- a. A signature of the Department Head that has been authorized by the Chief Executive Officer to commit CCRTA funds for the purchase. Refer to Appendix B.
 - b. A signature of the person initiating the requisition.
 - c. The account number to be charged with the purchase.
 - d. Assurance by the Department Head that budgeted funds are available for the purchase.
2. The Purchaser must submit the completed requisition form and the written quotes to the Contracts and Grants Department. Purchasers should retain a copy of the form and quotes for their own records.
 3. If the Department Head prefers to have the Contracts and Grants Department solicit quotes, he/she simply needs to submit a completely filled out requisition form, properly authorized, with a list of suggested vendors for the Contracts and Grants Department to contact. The description of the item to be purchased must include the technical requirements for the purchase. All supporting information such as drawings, specifications, and part numbers should be provided to the Contracts and Grants Department with the completed requisition form.
 4. If the Department Head obtained the quotes, the Contracts and Grants Department will review the requisition and the written quotes to assure that the solicitation has been properly handled. The Contracts and Grants Department will also determine if the price obtained is fair and reasonable. If no problems are found, the Contracts and Grants Department will issue a purchase order and place an order for the purchase. The green copy of the requisition will be sent to the Purchaser for his/her records.
 5. The purchase order will be sent to the Parts Department. When the merchandise is received by the Parts Department, the Parts Department will close the purchase order and forward the receiving document to Accounts Payable for payment. If the Purchaser receives the merchandise, the Purchaser must send the Parts Department a receiving document signed and dated by the Purchaser that they have received the merchandise so the purchase order can be closed and the invoice promptly paid.
 6. Department Heads/Project Managers are responsible for all purchases made for their departments/projects. They may designate, in writing, a staff member(s), who can authorize purchases up to \$750 for their department. The designation should be submitted to the Contracts and Grants Manager who will have the Chief Executive Officer authorize this designation.

7. Federally funded capital items shall **not** be purchased with a P-card (without prior approval) or small purchase order.
 8. Failure to comply with these procedures could result in suspension of the ability to purchase without the approval of the Chief Executive Officer or Division Heads and/or other disciplinary action up to and including termination.
- c. PARTS DEPARTMENT ONLY. The Parts Department is not required to obtain quotes for parts costing \$750 or less. No documentation of quotes is required to obtain a confirming purchase order number for purchases \$750 and less; however, the Contracts and Grants Department can request information on the quotes obtained if prices do not appear to be fair and reasonable. The above requirements apply to all other purchases completed by the Parts Department.

2-105 SOLE SOURCE PROCUREMENT.

1. A contract may be awarded without competition when the Department Head determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. In addition, a cost or price analysis must be done and the Department Head/Project Manager shall submit an **Inter—Office Memo** with approved official signatures to the Contracts and Grants Department after negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file.
2. CCRTA Board of Directors' approval is required to award all contracts in which the aggregate amount in the contract is more than \$25,000. Contracts \$25,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the RTA Board of Directors. The Chief Executive Officer may transfer approval authority for contracts of \$25,000 or less to a designated CCRTA staff member, (i.e., Director of Operations, Finance Director, etc.). If the Chairperson of the CCRTA Board of Directors determines a purchase in excess of \$25,000 is necessary prior to CCRTA Board of Directors approval, he or she may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the CCRTA Board of Directors at their next regularly scheduled meeting.

2-106 NEGOTIATED PROCUREMENT.

The Chief Executive Officer may negotiate contracts without competitive sealed bids or proposals, if the contract is for construction for which not more than one bid or proposal is received or the contract, whether in the form of bonds, notes,

other obligations, loan agreements, or otherwise, trustee, paying agent, remarketing agent, indexing agent, or similar agreements, agreements with securities dealers, brokers, or underwriters, and any other contracts or agreements considered by the CCRTA Board of Directors to be appropriate or necessary in support of the CCRTA's financing activities.

2-107 EMERGENCY PROCUREMENT.

1. Nothing herein shall be construed to limit the ability of the CCRTA to contract without the solicitation of competitive bids or proposals as provided in Chapter 451, Texas Transportation Code. The requirements for competitive bidding or proposals may be waived by the Chief Executive Officer in the following emergency situations:
 - a. When necessary due to unforeseen damage to public property, machinery or equipment.
 - b. When necessary to preserve or protect the property or interests of the CCRTA.
 - c. When necessary to preserve or protect the public health, safety or welfare of persons in the CCRTA area.
 - d. When immediate action is necessary to relieve a particular public need.
2. In the event of such an emergency situation, the Chief Executive Officer shall state the nature of the emergency in a memorandum to be maintained in the Authority's records with the particular contract. For contracts requiring prior approval by the Board, the Chief Executive Officer shall advise the Board of the nature of the emergency, and the Board's approval shall include a finding as to the existence of the emergency.
3. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification number of the contract files.

2-108 CANCELLATION OF INVITATIONS FOR BIDS OR REQUESTS FOR PROPOSALS.

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for the good cause and in the best interest of the CCRTA. The reasons therefore shall be made part of the contract file. Each solicitation issued by the RTA shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part of

good cause when in the best interest of the CCRTA. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

B. QUALIFICATIONS AND DUTIES

2-201 RESPONSIBILITY OF BIDDERS AND OFFERORS.

1. Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Project Manager. The unreasonable failure of a bidder or offeror to supply prompt information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file and be made public record.
2. Right of Disclosure. Information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the RTA outside of the office of the Contracts and Grants Manager, or using agency, without prior written consent by the bidder or offeror.

2-202 COST OR PRICING DATA FOR CHANGE ORDERS.

1. Required Submissions Relating to Change or Contract Modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000 or 25% of the aggregate contract amount. Additionally, since change orders are considered Sole Source contracts by FTA, an **Inter-Office memo** with authorized official approvals is required to the attention of the Contracts and Grants Department for tracking purposes. *Section 2-105 - Sole Source Procurement.*

2-203 COST OR PRICE ANALYSIS.

A cost or price analysis is required for every procurement action and shall be conducted prior to award of any contract. A written record of such costs analysis shall be made a part of the contract file.

2-204 BID AND PERFORMANCE BONDS ON SUPPLY OR SERVICE CONTRACTS.

Bid and performance bonds or other security may be requested for supply contracts or service contracts to protect the CCRTA's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

C. TYPES OF CONTRACTS AND CONTRACT ADMINISTRATION

2-301 TYPES OF CONTRACTS.

1. General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the CCRTA may be used, provided that the use of the cost-plus-a-percentage-of-the-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the CCRTA than any other type, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
2. Multi-Term Contracts.
 - a. Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the CCRTA, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.
 - b. Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
 1. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 2. that such a contract will serve the best interests of the CCRTA by encouraging effective completion or otherwise promoting economies in the RTA procurement.
 - c. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period,

the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

3. Multiple Source Contracting.

- a. General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the CCRTA's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).
- b. Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 2-101 (Competitive Sealed Bidding), Section 2-102 (Request For Proposals), Section 2-104 (Small Purchases), Section 2-106 (Negotiated Procurements), and Section 2-107 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the CCRTA's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
 1. The CCRTA shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 2. The CCRTA shall reserve the right to take bids separately if the Contracts and Grants Manager approves a finding that the supply of service available under the contract will not meet a nonrecurring special need of the CCRTA.
- d. Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the RTA shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

4. Time and Materials Contracts.

Time and Materials type contracts are those in which a contractor charges a single rate that includes overhead and profit for labor, and materials are

billed at cost.

- (a) Since the total value of a Time and Materials contract is an indeterminate amount, FTA funds are not allowed to be used on T&M contracts; **UNLESS**
- (b) No other type of contract is suitable for the procurement; **AND**
- (c) A ceiling price must be specified that the contractor cannot exceed except at their own risk.

2-302 CONTRACT CLAUSES AND THEIR ADMINISTRATION.

1. Contract Clauses. All CCRTA contracts for supplies, services, or construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Contracts and Grants Manager, in consultation with the General Counsel, may issue clauses appropriate for supply service, or construction contracts, addressing among others the following subjects:
 - a. the unilateral right of the CCRTA to order in writing changes in the work within the scope of the contract;
 - b. the unilateral right of the CCRTA to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - c. variations occurring between estimated quantities of work in contract and actual quantities;
 - d. defective pricing;
 - e. liquidated damages;
 - f. specified excuses for delay or nonperformance;
 - g. termination of the contract for default;
 - h. termination of the contract in whole or in part for the convenience of the CCRTA;
 - i. suspension of work on a construction project ordered by the CCRTA; and
 - j. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

- i. when the contract is negotiated;
- ii. when the contractor provides the site or design; or
- iii. when the parties have otherwise agreed with respect to the risk of differing site conditions.

2. Price Adjustments.

- a. Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable.
 - ii. by unit prices specified in the contract or subsequently agreed upon;
 - iii. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - iv. in such other manner as the contracting parties may mutually agree; or
 - v. in the absence of agreement by parties, by a unilateral determination by the CCRTA of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the CCRTA and subject to the provisions of *Section 7 - Appeals and Remedies*.
- b. A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of *Section 2-202 - Cost or Pricing Data*.

3. Standard Clauses and Their Modification. The Contracts and Grants Manager, in consultation with General Counsel, may establish standard contract clauses for use in the CCRTA contracts. If the Contracts and Grants Manager establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

2-303 CONTRACT ADMINISTRATION.

A contract administration system designed to ensure that a contractor is

performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.
Section 1-303 – Authority and Duties of the Project Manager.

2-304 RIGHT TO INSPECT PLANT.

The CCRTA may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the CCRTA.

2-305 RIGHT TO AUDIT RECORDS.

1. Audit of Cost or Pricing Data. The CCRTA may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 2-202 (Cost of Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three years from the date of final payment under the contract.
2. Contract Audit. The CCRTA shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

2-306 REPORTING OF ANTICOMPETITIVE PRACTICES.

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General.

2-307 CCRTA PROCUREMENT RECORDS.

1. Contracting File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the CCRTA in a contract file by the Contracts and Grants Department.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the CCRTA in accordance with records retention guidelines and appropriate regulations.

2-308 CONTRACTOR RECORDS.

If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:

1. requiring the contractor and subcontractors at any tier to maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and
2. requiring the contractor and subcontractor at any tier to provide to the CCRTA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them.

2-309 PROCUREMENT PROCESS/TIMELINE FOR PURCHASES OVER \$25,000

SEE APPENDIX G

SECTION 3- SPECIFICATIONS

3-101 MAXIMUM PRACTICABLE COMPETITION.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the CCRTA's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the CCRTA by architects, engineers, designers, and draftsmen.

3-102 BRAND NAME OR EQUAL SPECIFICATION.

1. Use. Brand name or equal specifications may be used when:
 - a. no other design or performance specifications or qualified products list is available;
 - b. time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c. the nature of the product or the nature of the CCRTA's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - d. use of a brand name or equal specification is in the CCRTA's best interest.
2. Designation of Several Brand Names. Brand names or equal specification shall seek to designate as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
3. Required Characteristics. Unless the Contracts and Grants Manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
4. Nonrestrictive Use of Brand Name or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition.

3-103 BRAND NAME SPECIFICATION.

1. Use. Since use of a brand name is restrictive of product competition, it may

be used only when the Department Head makes a written determination that only the identified brand name item or items will satisfy the CCRTA's needs.

2. Competition. The Contracts and Grants Manager shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under *Section 2-105 - Sole Source Procurement*.

3-104 PROHIBITION OF GEOGRAPHIC PREFERENCES.

1. It is the policy of CCRTA to prohibit specifying in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by state or local laws or regulations.
2. EXCEPTIONS expressly mandated by or encouraged by federal law include the following:
 - a. Architectural Engineering (A & E) Services.
 - b. Licensing. A state may enforce its licensing requirements.
 - c. Major Disaster or Emergency Relief.

SECTION 4- PROCUREMENT OF CONSTRUCTION, ARCHITECT AND ENGINEERING SERVICES

A. MANAGEMENT OF CONSTRUCTION CONTRACTING

4-101 RESPONSIBILITY FOR SELECTION OF METHODS OF CONSTRUCTION CONTRACTING MANAGEMENT

The Department Head/Project Manager responsible for the construction project shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Department Head/Project Manager shall consider the CCRTA's requirements, its resources, and the potential contractor's capabilities. The Department Head/Project Manager shall execute, and include in the contract file a written statement setting forth the facts, which led to the selection of a particular method of construction contracting management for each project.

B. BID SECURITY AND PERFORMANCE BONDS

4-201 BID SECURITY.

1. Requirement for Bid Security. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Contracts and Grants Manager to exceed \$25,000. Bid security shall be a bond provided by a surety company authorized to do business in Texas, or the equivalent in case, or otherwise supplied in a form satisfactory to the CCRTA. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$25,000 when the circumstances warrant.
2. Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
3. Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirements.
4. Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in *Section 2-101 6. Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards*; no action shall be made against the bidder or the bid security.

4-202 CONTRACT PERFORMANCE AND PAYMENT BONDS

1. When Required-Amounts. When a construction contract is awarded in

excess of \$25,000, the following bonds or security shall be delivered to the CCRTA and shall become binding on the parties upon the execution of the contract:

- a. a performance bond satisfactory to the CCRTA, executed by a surety company authorized to do business in Texas or otherwise secured in a manner satisfactory to the RTA, in the amount equal to 100% of the price specified in the contract; and
 - b. a payment bond satisfactory to the CCRTA, executed by a surety company authorized to do business in Texas or otherwise secured in a manner satisfactory to the RTA, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.
2. Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the RTA to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

4-203 COPIES OF BOND FORMS.

Any person may request in writing and obtain from the CCRTA a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

C. ARCHITECT AND ENGINEERING SERVICES

4-301 SELECTION PROCESS

1. Request for Qualifications. It is the policy of the CCRTA to announce publicly all requirements for architect and engineering services through a Request for Qualifications. Award will be made on the basis of demonstrated competence and qualifications at fair and reasonable prices.
2. Public Notice. Adequate public notice of the request for qualifications shall be given in the same manner as provided in Section 2-101 (3) (Competitive Sealed Bidding, Public Notice).
3. Receipt of Requests for Qualifications. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name, address and telephone number of each offeror. The register of proposals shall be open for public

inspection only after contract award.

4. Evaluation Factors. The request for qualifications shall identify the evaluation factors that will be considered.
5. Discussion with Responsible Offerers and Revisions to Proposals. As provided in the request for qualifications, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.
6. Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the CCRTA, taking into consideration price and the evaluation factors set forth in the request for qualifications. No other factors or criteria shall be used in the evaluation. If the Chairperson of the Board of Directors determines a purchase in excess of \$25,000 is necessary prior to Board of Directors approval, they may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the Board of Directors at their next regularly scheduled meeting.
7. Contracts Documentation. The contract file shall contain the basis on which the award is made. CCRTA Board of Directors approval is required to award all contracts in which the aggregate amount in the contract is more than \$25,000. Contracts of \$25,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the CCRTA Board of Directors.

4-302 ARCHITECTURAL AND ENGINEERING FEE SCHEDULE

The RTA Board of Directors adopted a fee schedule for architectural and engineering services as follows:

<u>Project Cost</u>	<u>Percent of Total Construction Cost</u>	<u>Percent of Total Renovation Cost</u>
Under \$500,000	8.75%	9.25%
\$500,000 - \$750,000	8.25%	8.75%
\$750,000 - \$1 million	8.00%	8.50%
\$1 - \$2 million	7.75%	8.25%
\$2 - \$3 million	7.625%	7.725%
Over \$3 million	7.50%	8.00%

It is recognized that projects of an unusual nature or with significant engineering elements may require an incremental increase. Any departure from the standard would be clearly indicated.

SECTION 5- DEBARMENT OR SUSPENSION

5-101 AUTHORITY TO DEBAR OR SUSPEND

All Third Party Contracts \$25,000 or more shall be verified via the Excluded Parties List System (EPLS) that is maintained by the US Government at www.epls.gov. Documentation of the verification shall be placed in the contract file. Any contractor that is found on the list will be ineligible to do business with CCRTA.

5-102 CAUSES FOR DEBARMENT

After reasonable notice to the person/company involved and reasonable opportunity for that person/company to be heard, the Contracts and Grants Manager, after consulting with the Chief Executive Officer and General Counsel, is authorized to debar a person/company for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Chief Executive Officer and General Counsel, the Contracts and Grants Manager is authorized to suspend a person/company from consideration for award of contracts if there is probable cause to believe that the person/company has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed three years. The causes for debarment include:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract;
2. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a CCRTA contractor;
3. conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. violation of contract provisions, as set forth below, of a character which is regarded by the Contracts and Grants Manager to be so serious as to justify debarment action:

- i. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be basis for debarment;
5. any other cause the Contracts and Grants Manager determines to be so serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause listed in this Policy; and
6. for violation of the ethical standards set forth in Article 10 (Ethics in Public Contracting).

5-103 DECISION TO DEBAR OR SUSPEND

The Contracts and Grants Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

5-104 NOTICE OF DECISION.

A copy of the decision required by *Section 5-102 - Decision to Debar or Suspend* shall be mailed or otherwise furnished immediately to the debarred or suspended person.

5-105 FINALITY OF DECISION.

A decision under *Section 5-102 - Decision to Debar or Suspend* shall be final and conclusive unless fraudulent, or the debarred or suspended person within ten days after receipt of the decision takes an appeal to the CCRTA Board of Directors or commences a timely action in court in accordance with applicable law.

SECTION 6—DISPOSITION OF SURPLUS PROPERTY

6-101 DISPOSITION OF SURPLUS PROPERTY

Pursuant to the powers of the CCRTA vested in Article 1118X, the CCRTA may sell, lease or otherwise dispose of, at any time, any surplus materials or personal or real property not required in its operations in providing public transportation services. The Chief Executive Officer of the CCRTA is authorized to dispose of such property in accordance with the following guidelines:

1. Personal Property Less Than \$5,000. For personal property that is no longer required for the CCRTA's use in providing public transportation services, the Chief Executive Officer shall make a written determination, utilizing such sources as are available and which are reasonable under the circumstances, of whether the value of the property is less than \$5,000. In the event the Chief Executive Officer determines the value of the property is less than \$5,000, the Chief Executive Officer may proceed to sell, lease or otherwise dispose of the property using his/her best ability to obtain the highest possible price therefore. Such property need not be sold, leased or disposed of by utilizing the sealed, competitive bid method, but the Chief Executive Officer may handle the matter in whatever manner is calculated by him/her to obtain the highest possible price.
2. Donation of Surplus Property. The CCRTA may transfer surplus vehicles that have been fully depreciated under both federal and local funding requirements to non-profit or governmental entities pursuant to grant contracts requiring the recipient to utilize the vehicles in providing transportation services within the CCRTA's service area for a period of not less than one year. The terms and conditions of such donation contracts shall be in the form deemed appropriate by the Chief Executive Officer.
3. Personal Property of \$5,000 or More. In the event the Chief Executive Officer determines that the property has a value of \$5,000 or more, the property shall be sold, leased or disposed of by advertisement at least once a week for two consecutive weeks requesting bids on the property. The Chief Executive Officer may utilize other additional means of solicitation to generate the best bids for the CCRTA. Upon receipt of the bids, the property shall be awarded to the bidder having the most advantageous bid to the CCRTA, price and other factors considered. The CCRTA reserves the right to reject any and all bids. In any instance in which the Chief Executive Officer deems it advisable, such sale may be referred to the Board of Directors for prior approval before it is consummated.

6-102 FEDERALLY FUNDED GRANT PROPERTY.

In the event any of such personal property was acquired in whole or in part with a grant from the federal government, and if the federal regulations applicable to the disposition of such property are more restrictive than those above, the federal

regulations shall supersede those above. Requirement regarding the reporting of property dispositions shall apply to all federally funded property. Refer to *FTA Circular 5010.1D*, Chapter IV, Management of Real Property, Equipment and Supplies, Section 2. Real Property for Federal Guidelines.

6-103 INTERLOCAL COOPERATION.

The CCRTA may sell, lease, or otherwise dispose of its surplus property to other governmental entities without the necessity of soliciting competitive bids when the Board of Directors determines it to be in the best interests of the CCRTA to do so. For any federally funded property, federal regulations shall be considered when disposing of surplus property.

6-104 REAL PROPERTY.

The CCRTA shall sell, lease, or dispose of any of its real property that is no longer required for its operations in providing public transportation services in accordance with Article 5421c-12, V.A.T.S. Real property purchased with federal monies shall be disposed of in accordance with federal regulations. See the *Capital Asset Policy* for detailed procedures and forms for disposal of property.

SECTION 7--APPEALS AND REMEDIES

7-101 BID PROTESTS.

1. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Executive Officer. Protestors are urged to seek resolution of their complaints initially with the Contracts and Grants Manager. The appeal shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation.
2. Stay of Procurements During Protests. In the event of a timely protest under Subsection (1) of this Section, the Contracts and Grants Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Chief Executive Officer makes a determination on the record that the award of a contract without delay is necessary to protect the substantial interests of the CCRTA.
3. Protest to the Chief Executive Officer. The protest shall be submitted in writing to the Chief Executive Officer no later than five (5) calendar days from the date of the CCRTA's action. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Chief Executive Officer may request additional information from the appealing party and information or a response from other bidders, which shall likewise be submitted in writing to the Chief Executive Officer not later than ten (10) calendar days from the date of the CCRTA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information and written response submitted by the appealing party and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by the CCRTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit response, and in such event the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by the CCRTA, the Chief Executive Officer shall either (a) render a decision which shall be final and advise all interested parties of same in writing or (b) at the sole election of the Chief Executive Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification and technical information in support thereof. Parties may, but are not required to be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing the Chief Executive Officer shall render a decision that shall be final and advise all interested parties thereof in writing.

Parties dissatisfied with the final decision of the Chief Executive Officer, whether following review of the written submission or informal hearing, may utilize the appeal procedure set forth in the *Federal Transit Administration Circular 4220.1F* found in Appendix A.

7-102 CONTRACT CLAIMS.

1. Decision of the Contracts and Grants Manager. All claims by a contractor against the CCRTA relating to a contract, except bid protests, shall be submitted in writing to the Contracts and Grants Manager for decision. The contractor may request a conference with the Contracts and Grants Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those bases upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
2. Notice to the Contractor of the Contracts and Grants Manager's Decision. The decision of the Contracts and Grants Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.
3. Finality of Contracts and Grants Manager's Decision; Contractor's Right to Appeal. The Contracts and Grants Manager's decision shall be final and conclusive unless, within five (5) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Chief Executive Officer.
4. Failure to Render Timely Decision. If the Contracts and Grants Manager does not issue a written decision regarding any contract controversy within ten (10) days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

7-103 AUTHORITY OF THE CONTRACTS AND GRANTS MANAGER TO SETTLE BID PROTESTS AND CONTRACT CLAIMS.

The Contracts and Grants Manager is authorized to settle any protest regarding the solicitation or award of a contract, or any claim arising out of the performance of a contract, prior to an appeal to the Chief Executive Officer.

7-104 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Contracts and Grants Manager, after consultation with the General Counsel, determines that a solicitation is in violation of federal, state, or municipal

law, then the solicitation shall be canceled or revised to comply with applicable law.

2. Prior to Award. If after bid opening or the closing date for receipt of proposals, the Contracts and Grants Manager, after consultation with the General Counsel, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.
3. After Award. If, after an award, the Contracts and Grants Manager, after consulting with the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - a. if the person awarded the contract has not acted fraudulently or in bad faith:
 - i. the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the CCRTA; or
 - ii. the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - b. if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the CCRTA.

SECTION 8-COOPERATIVE PURCHASING

8-101 JOINT PURCHASING AGREEMENTS.

The CCRTA may enter into agreements with other businesses, state governments, federal governments, local and city governments for procurements made jointly, so long as purchases executed are in the best interest of the CCRTA. All such purchases shall comply with this policy, and all applicable local, state, and/or federal requirements.

The CCRTA has memberships in the following purchasing cooperatives:

1. Texas Procurement and Support Services (TPASS)

Contact: Charlene Rendon (charlene.rendon@cpa.state.tx.us)
Telephone: 512-463-3336

TxSmartBuy Links: www.txsmartbuy.com

Electronic State Business Daily (ESBD): <http://esbd.cpa.state.tx.us>

Centralized Master Bidders List:

<http://www.window.state.tx.us/procurement/cmbl/cmblhub.html>

Texas Multiple Award Schedule (TXMAS) Contracts:

<http://portal.cpa.state.tx.us/txmas/>

2. The Cooperative Purchasing Network: <http://www.tcpn.org/>

3. Texas Correctional Industries: www.tci.tdcj.state.tx.us

Telephone: 1-800-833-4302

4. Houston-Galveston Area Council: <http://www.h-gac.com/coop/>

5. U. S. Communities: <http://www.uscommunities.org/>

To view products: www.uscommunities.org/prod/

6. Texas Department of Information Services:

<http://www.dir.state.tx.us/index.htm>

(Information technology and communication)

7. Buy Board: www.buyboard.com

8. TBPC COOP Team - www.cpa.state.tx.us/procurement/

SECTION 9-ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES

9-101 DBE POLICY.

All purchases executed by the CCRTA shall comply with the CCRTA's Disadvantaged Business Enterprise (DBE) Policy subject to Title 49, C.F.R. Part 26 entitled "Participation by Minority Business Enterprises in Department of Transportation Programs." The DBE participation goal for contracts is that percentage of the total contract price set forth in the bid documents.

1. Definitions. For purposes of these policy the following definitions will mean:
 - a. Disadvantaged Business Enterprise (DBE) means a for-profit small business concern which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case a corporation in which at least 51 percent of the stock of which is owned by one or more such individuals; management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.; and personal net worth (PNW) of each socially and economically disadvantaged owner must not exceed \$750,000 with regulatory exclusions.
 - b. "Small business concern" means a small business as defined in Section 3 of the Small Business Act (15 U.S.C. Section 632) and Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed \$22.41 million in average gross receipts over the previous three fiscal years.
 - c. "Socially and economically disadvantaged individuals" are presumed to include United States citizen (or lawfully admitted permanent resident) who the CCRTA determines to be a socially and economically disadvantaged individual on a case-by-case basis or any members of the following groups which are rebuttably presumed to be socially and economically disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians, Eskimos, Aleuts or Native Hawaiians), Asian-Pacific Americans, Subcontinent Asian Americans, women or any individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
2. DBE Policy. It is the policy of the CCRTA that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The CCRTA's overall goal is 18% DBE participation for federal fiscal year 2010. (Subject to FTA's approval for federal Fiscal Year's 2011 – 2013, CCRTA's DBE goal is 22%.)

SECTION 10-ETHICS IN PUBLIC CONTRACTING

10-101 CRIMINAL PENALTIES.

To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of this policy, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Section. Criminal, civil, and administrative sanctions against employees or non-employees, which are in existence on the effective date of this Policy, shall not be impaired.

10-102 CONFLICT OF INTEREST.

1. Ethical Standards. It is declared to be the policy of the CCRTA that high ethical standards among Board members, officers and employees are essential to the conduct of the CCRTA's business and good government. All Board members, officers and employees of the RTA shall discharge their duties of office or employment regardless of personal considerations, recognizing that the public interest is the CCRTA's primary concern.

It shall be unethical for any CCRTA employee to participate directly or indirectly in a procurement contract when the RTA employee knows that:

- a. a CCRTA employee or any member of the CCRTA employee's immediate family has a financial interest pertaining to the procurement contract: or
 - b. any other person, business, or organization with whom an employee of the CCRTA or any member of a CCRTA employee's immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the procurement contract.
2. Conflict of Interest. No Board member, officer or employee of the CCRTA shall:
 - a. Accept or solicit any money, property, service or other thing of value by way of gift, favor, loan or otherwise which he or she knows or should know is being offered or given with the intent to influence such person in the discharge of his or her official duties or in return for having exercised or performed official duties.
 - b. Use his or her official position to secure special privileges or exemptions not available to the general public.
 - c. Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which

is available to other citizens, individuals, business organizations or groups.

- d. Disclose information that could adversely affect the property, business or affairs of the CCRTA, or directly or indirectly use information gained by reason of his or her official position or employment for personal gain or to benefit the private interest of others.

3. Board Disclosure Requirements. In the event a Board member or a relative of a member of the Board has an interest in a contract or transaction involving CCRTA which comes as a result of the performance in the official duties of the Board, a written disclosure of the interest is required. In addition, the Board member will be required to abstain from any vote, discussion, or participation on the matter as provided in Chapter 171 of the Texas Local Government Code. The disclosure should be provided to the Board Chair and Board Secretary as soon as the interest in the contract or transaction is determined. Board members and the Chief Executive Officer must file a Conflict Disclosure Statement – Form CIS with the CCRTA’s Records Administrator if the CCRTA has contracted with the vendor or is considering doing business with the vendor.

CIS form must also be completed if the governmental officer or a family member either:

- a. has an employment or other business relationship with the vendor and receives taxable income, or
- b. has been given by a vendor one or more gifts that have an aggregate value of more than \$250 in a 12-month period (excluding gifts of food, lodging, transportation or entertainment accepted as a guest).

The CCRTA may extend these disclosure requirements to other employees in addition to the Chief Executive Officer at its option.

4. Board Prohibition in Doing Business.

The CCRTA may not enter into a contract or other agreement with a business or firm in which a Board member, any relative of a Board member, or any person residing with a Board member:

- a. has an interest, whether as a sole proprietor or as an owner, in whole or in part, except for ownership of less than a one percent (1%) interest in a publicly-held business organization, or
- b. is an employee if the individual’s compensation is directly affected, in whole or in part, on the revenues received from the contract with the CCRTA.

- c. The CCRTA may not enter into a contract or agreement with a business or firm described in Section 4 above for a period of six (6) months after the Board member leaves office.
 - d. Neither the Board member, nor any relative, nor any person residing with the Board member may be employed by the CCRTA at any time during their term of office or for a period of six (6) months after the Board member leaves office.
5. Vendor Conflict of Interest. Vendors who contract or seek to contract with the CCRTA who have any affiliations with any CCRTA employee or Board member, or have a business relationship that might cause a conflict of interest with the CCRTA must file Form CIQ – Conflict of Interest Questionnaire with the Records Administrator of the CCRTA.
6. Board Compliance. Compliance with the Regional Transportation Authority Board Policy Code of Ethics shall be assisted by the Board of Directors through the following additional provisions:
- a. A copy of the Regional Transportation Authority Board Policy Code of Ethics shall be provided to each Board member upon the commencement of each term of office.
 - b. The Board shall review the Code of Ethics and other adopted policies of the Board at the regular Board meeting in January of each year.
 - c. Board members are authorized and encouraged to consult with the CCRTA's general legal counsel concerning any questions relating to compliance with the Code of Ethics.
 - d. The telephone numbers (office and cell phone) of the CCRTA's general legal counsel shall be distributed to Board members as the Ethics Hot Line number for consultation on any matters concerning compliance with the Code of Ethics

10-103 GRATUITIES AND KICKBACKS.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any CCRTA employee or former CCRTA employee, member of the Board of Directors, or for any CCRTA employee or former CCRTA employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or

other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in each and every contract and solicitation therefore.

10-104 PROHIBITION AGAINST CONTINGENT FEES.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a CCRTA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10-105 CONTEMPORANEOUS EMPLOYMENT PROHIBITED.

It shall be unethical for an employee who is participating directly or indirectly in the CCRTA procurement process to be the employee of any person or firm competing for a contract with the CCRTA. It shall also be unethical for an employee who is participating directly or indirectly in the CCRTA's procurement process to become an employee of any person or firm as a result of a firm being awarded a contract with the RTA.

10-106 USE OF CONFIDENTIAL INFORMATION.

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

10-107 SANCTIONS.

1. Employees. The Chief Executive Officer may impose any one or more of the following sanctions on a CCRTA employee for violations of the ethical standards in this Section:
 - a. oral or written warnings or reprimands;
 - b. suspension with or without pay for specified periods of time; or
 - c. termination of employment.

2. Non-employees. The Board of Directors may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards.
 - a. written warnings or reprimands;
 - b. termination of contracts; or
 - c. debarment or suspension as provided in Section 5-101 (Authority to Debar or Suspend).

10-108 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS.

1. General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by an employee or a non-CCRTA employee may be recovered from both the CCRTA employee and non-CCRTA employee.
2. Recovery of Kickbacks by the CCRTA. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the CCRTA and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 11. PROCUREMENT CARD PROGRAM

11-101. PROCUREMENT CARD PROGRAM

The Procurement Card or P-Card program shall follow the purchasing procedures outlined in the Corpus Christi Regional Transportation Authority Procurement Policy. Refer to the Finance Department regarding the P-Card program.

Section 12 – Rolling Stock Procurement

12-101 ROLLING STOCK PROCURMENT

The CCRTA must comply with rolling stock Federal regulations, one of which is the Pre-Award and Post-Delivery Rule.

There are two parts to the Rule: the **pre-award review** and **post-delivery review**. The pre-award review is intended to help ensure that the proposed buses will meet (1) Buy America regulations, (2) the needs and specifications, and (3) the Federal Motor Vehicle Safety Standards (FMVSS) regulations. The post-delivery review is intended to help ensure that the delivered buses meet the above stipulations.

1. The Pre-Award Review

The pre-award review is required **before** the CCRTA enters into a formal contract with a supplier. The review period begins after the issuance of the solicitation and ends **before** a formal contract is signed with the manufacturer.

The review requires completion of three certifications—the Buy America certification, the purchaser’s requirements certification, and the Federal Motor Vehicle Safety Standards (FMVSS) certification. All three certifications must be kept in the contract file.

For the **Buy America certification process**, the CCRTA must:

either

- Verify that (1) the buses will contain a minimum of 60 percent domestic products, by cost, and (2) final assembly of the buses will take place in the United States

or

- Obtain, from the FTA, a copy of the waiver letter exempting the buses from the Buy America requirements.

For the **purchaser’s requirements certification**, the CCRTA must verify that:

- The manufacturer’s bid specifications are in compliance with the solicitation specifications

AND

- The proposed manufacturer is responsible and capable of building the bus to the solicitation specifications.

For the **FMVSS certification**, the CCRTA must obtain:

- A letter from the bus manufacturer stating the information that will be provided on the FMVSS vehicle sticker

The Pre-Award Buy America Certification Instructions

As a **first step** in the pre-award review process, the CCRTA’s duly appointed project manager, must review the Buy America information that the proposed manufacturer must provide for the review.

The manufacturer's information must include:

- A listing of the bus components and subcomponents that will be used to calculate the percent domestic content **and**
- The proposed final assembly location **and**
- Activities that will take place during final assembly **and**
- The proposed total cost of final assembly.

Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost (in either a dollar or percentage format). Final assembly costs are not to be included when calculating the percent domestic content of the bus.

Likewise, component manufacturing costs are not to be used when calculating the percent domestic content of a component.

The manufacturer's list **must** identify the domestic subcomponents for major components used in the content calculation, such as engines, transmissions, and wheelchair lifts.

To be assured that the manufacturer can comply with the requirements, the project manager must verify that the buses will contain a minimum of 60 percent domestic products, by cost. Therefore, the project manager must:

- Review the component and subcomponent listings to verify 60 percent domestic product content and
- Review the final assembly cost.

The project manager should subtract the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information. To verify that the final assembly location will be within the United States, the project manager must:

- Check that the manufacturer has identified a final assembly location that is within the United States and
- Review the list of final assembly activities, which should include activities, such as welding, subassembly activities, component installation, and painting, to ensure that activities at the cited final assembly location qualify as final assembly.

After the project manager has completed the steps described above, then must:

- Complete a **pre-award** Buy America compliance certification (**Appendix J**) **and**
- Keep the Buy America certification in the contract file.

If the manufacturer agrees, the recipient should, **but is not required to**, keep a copy of the manufacturer's Buy America information with the Buy America certification in the file.

Buy America-Exempt Buses

- Obtain a Buy America waiver letter from the FTA for the buses and
- Complete a pre-award Buy America exemption certification

The Pre-Award Purchaser's Requirements Certification Instructions

This requirement is intended to eliminate those manufacturers that appear irresponsible and/or incapable of complying with solicitation specifications. To comply with the purchaser's requirements certification, the project manager must check:

- That the manufacturer's bid specifications are in compliance with the solicitation specifications **and**
- That the proposed manufacturer will be capable of meeting the specifications.

To ensure compliance, the project manager should review:

- The solicitation specifications, the bid specifications, and the approval of any approved equals and
- The manufacturer's qualifications (such as quality control measures, previous customer's, and other qualification documents).

After the review has been completed, the CCRTA's project manager must:

- Complete a pre-award purchaser's requirements certification (**Appendix J**) **and**
- File the purchaser's requirements certification in the contract file.

The CCRTA should keep copies of the solicitation specification, the manufacturer's bid specification, approvals of any approved equals, and manufacturer qualifications with the purchaser's requirements certification in the contract file.

Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification Instructions

Most buses must comply with the FMVSS regulations, although these standards may not apply to all bus procurements.

FMVSS-Compliant Buses

Most buses must comply with the FMVSS regulations. If this is the case, the CCRTA must:

- Obtain the FMVSS self-certification sticker information from the manufacturer **and**
- Complete a pre-award FMVSS compliance certification (**Appendix J**) **and**
- File the FMVSS certification in the contract file.

The CCRTA should keep the manufacturer's pre-award FMVSS sticker information with the FMVSS certification in the file.

FMVSS-Exempt Buses

Although nearly all buses are subject to the FMVSS regulations, some buses may not be subject to the FMVSS regulations. Details of exemptions are explained in Title 49 of the Code of Federal Regulations Part 555, "Temporary Exemption From Motor Vehicle

Safety Standards." If the buses are not subject to the FMVSS regulations, the recipient must:

- Obtain the manufacturer's certified statement indicating that the contracted buses will not be subject to the FMVSS regulations and
- Complete a pre-award FMVSS exemption certification (**Appendix J**) **and**
- File the FMVSS certification for future FTA reviews.

The CCRTA should keep the manufacturer's pre-award FMVSS statement with the FMVSS certification in the file.

2. The Post-Delivery Review

A post-delivery review must be completed **before** the bus title is transferred to the CCRTA, and/or before the bus is placed into revenue service, whichever is first. The review period begins when the CCRTA signs a formal contract with the selected manufacturer and ends before title transfer or use in service.

As with the pre-award review, the CCRTA must complete three certifications—the **Buy America certification**, the **purchaser's requirements certification**, and the **FMVSS certification**. Again, all three certifications must be kept in the contract file.

The Buy America and FMVSS certification processes are similar to those completed during the pre-award review, with the exception that the review now reflects information based on the **actual buses versus the proposed buses**. The post-delivery purchaser's requirements certification process is different from the pre-award purchaser's requirements certification process.

For the **purchaser's requirements certification**, the CCRTA must:

- Complete visual inspections and road tests to demonstrate that the buses meet the contract specifications

and (if purchasing **more than ten buses or modified vans**)

- Send a resident inspector to the manufacturer's production facility during the final assembly period to (1) monitor the final assembly process and (2) complete a final report describing the construction activities and explaining how the construction and operation of the buses fulfill the contract specifications.

If the CCRTA is purchasing ten or fewer buses, ten or fewer modified vans, or any number of primary manufacturer standard production unmodified vans, the resident inspector is **not** required.

The Post-Delivery Buy America Certification Instructions

The process for complying with the post-delivery Buy America certification requirement is similar to the pre-award requirement, except that the recipient is now certifying the

actual buses rather than the proposed buses. As with the pre-award review, the buses received must fall into one of two categories under this requirement: (1) buses meeting the Buy America domestic content and assembly requirements and (2) buses for which a Buy America waiver is available. The procedures for each category are described below.

If the Buy America information has not changed since the pre-award review the CCRTA may use the pre-award review documentation for the post-delivery review. However, if there is some doubt, another review should be conducted.

Buy America-Compliant Buses

- A listing of bus components and subcomponents used to calculate the percent domestic content **and**
- The actual final assembly location **and**
- The activities that took place during final assembly **and**
- The actual total cost of final assembly.

Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost (in either a dollar or percentage format). Final assembly costs are not to be included when calculating the percent domestic content of the bus. Likewise, component manufacturing costs are not to be used when calculating the percent domestic content of a component.

The manufacturer's list **must** identify domestic subcomponents for major components used in the content calculation, such as engines, transmissions, and wheelchair lifts.

To be assured that the buses are in compliance with the requirements, the project manager must verify that the buses contain a minimum of 60 percent domestic products, by cost. Therefore, the project manager must:

- Review the component and subcomponent listings to verify 60 percent domestic product content **and**
- Review the total final assembly cost.

The project manager should subtract the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information. The manufacturer is not required to give the project manager or the CCRTA a copy of the cost information to retain in the files.

To verify that the final assembly location was within the United States, the project manager must:

- Check that the manufacturer's final assembly location is located within the United States **and**
- Review the list of final assembly activities, which should include activities such as welding, subassembly activities, component installation, and painting, to ensure that the activities at the final assembly location qualify as final assembly.

After the project manager has completed the steps described above:

- Complete a post-delivery Buy America compliance certification **(Appendix K)**
and
- Keep the Buy America certification in contract file.

If the manufacturer agrees, the CCRTA should, **but is not required to**, keep a copy of the manufacturer's Buy America information with the Buy America certification in the file.

Buy America-Exempt Buses

- Obtain a Buy America waiver letter from the FTA for the buses **and**
- Complete a post-delivery Buy America exemption certification **(Appendix K)** **and**
- Keep the Buy America certification in contract file.

The CCRTA should keep a copy of the FTA waiver letter with the Buy America certification in the files.

The Post-Delivery Purchaser's Requirements Certification Instructions

The requirements for and process of complying with the post-delivery purchaser's requirement certification depend on the number of buses purchased. The CCRTA has more demanding responsibilities when procuring more than ten buses or modified vans than when procuring ten or fewer buses or modified vans, or any number of unmodified vans.

The purchaser's requirements certification is meant to help safeguard the CCRTA by ensuring that the buses are built to contract specifications.

More Than Ten Buses or Modified Vans

- Send a resident inspector to the manufacturer's final assembly facility **and**
- Visually inspect and road test the buses and/or vans.

The resident inspector must complete a manufacturing report, which should include any information that supports or refutes claims made by the manufacturer concerning its capabilities or the bus specifications. This information will help support the CCRTA in any disputes that might arise with the manufacturer. For buses manufactured in multiple stages (such as body-on-chassis buses), the resident inspector is required to visit the final-stage manufacturer's final assembly location only.

The resident inspector's report must include, at a minimum:

- Accurate records of all bus construction activities (such as component manufacturing processes, final assembly activities, and quality control data collected) **and**
- A description of how the construction and operation of the bus(es) fulfills the contract specifications (the report should reference the above cited

manufacturing processes, final assembly activities, and quality control data).

After the resident inspector has completed the report, a visual inspection is required along with road tests.

Once the steps described above have been completed, the CCRTA must:

- Complete a post-delivery purchaser's requirements certification **and**
- File the purchaser's requirements certification in the contract file.

The resident inspector's report, visual inspection sheets, and road test sheets should be included in the file with the purchaser's requirements certification.

Post-Delivery Federal Motor Vehicle Safety Standards (FMVSS) Certification Instructions

The process for complying with the post-delivery FMVSS certification requirement is similar to the process completed during the pre-award review for this requirement. The difference is that the CCRTA is now certifying the actual buses rather than the proposed buses.

FMVSS-Compliant Buses

- Check that the manufacturer's FMVSS sticker is affixed to each bus **and**
- Complete an FMVSS certification (**Appendix K**) **and**
- File the FMVSS certification in the contract file.

FMVSS-Exempt Buses

- Request and receive a manufacturer's certified statement indicating that the buses are not subject to FMVSS **and**
- Complete a post-delivery FMVSS exemption certification (Exhibit K) **and**
- File the FMVSS certification in the contract file.

Roles and Responsibilities for Bus Procurements

The assigned Project Manager is responsible for securing and submitting all Pre and Post award documentation for rolling stock procurements to the Contracts department. The Contracts staff is available to assist and will be responsible to follow-up with Project Manager throughout the process utilizing the Pre-Award/Post-Award Checklist. (Appendix L)