CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Dec 17, 2015

Action Requested By: Public Transit

Agenda Type: Ordinance

Subject Matter:

Introduction of an Ordinance amending Chapter 2, Article IV, Division 2 of the Code of Ordinance of the City of Huntsville, to insert FTA procurement regulations required of all FTA Grantees.

Exact Wording for the Agenda:

Introduction of an Ordinance amending Chapter 2, Article IV, Division 2 of the Code of Ordinance of the City of Huntsville, to insert FTA procurement regulations required of all FTA Grantees.

Note: If amendment, Please state title and number of the original

Item to be considered for: Introduction

Unanimous Consent Required: Yes

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This amendment is being submitted to address FTA compliance items for procurement procedures and actions by FTA grantees, of which Public Transit is one. FTA requires official adoption by Council of FTA grantee procurement policies and procedures. Because FTA compliance items are typically more extensive and restrictive, Section 2-188 will only address purchases with Federal Transit Administration Funds. It is being submitted for introduction and unanimous consent.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Jim Brown

Date: 12-7-15

ORDINANCE NO. 15- _____

WHEREAS, grantees from the Federal Transit Administration (FTA) use their own procurement procedures pursuant to applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable federal law, including, but not limited to, 49 CFR Part 18 and FTA Circular 4220.1F; and

WHEREAS, the City of Huntsville, AL is a grantee of the FTA.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville, Alabama Code of Ordinances, Chapter 2, Article IV, Division 2, Section 2-188 be adopted to read as follows:

Sec. 2-188. Purchases with Federal Transit Administration Funds. (This section has no force or affect outside of FTA funded procurements.)

(a) FTA Circular 4220.1F. Any procurement action made with the use of funds from the Federal Transit Administration must comply with the provisions of 49 CFR Part 18 and FTA Circular 4220.1F, as the same may be amended and supplemented from time to time. In addition to complying with all state and local laws and regulations, the City of Huntsville, Alabama will comply with the FTA C4220.1f requirements that are not identified in state and local laws and regulations.

(b) Mandatory Procurement Standards. The City of Huntsville, Alabama will adhere to the following procurement standards when using FTA funding:

(1) Written Standards of Conduct.

a. Criminal penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the Alabama Criminal Code (Code of Ala. 1975, § 13A-1-1 et seq.) or Code of Ala. 1975, tit. 36, ch. 25 (Code of Ala. 1975, § 36-25-1 et seq.), they shall be punishable as provided in such sections. Such penalties shall be in addition to the civil sanctions set forth in this section.

b. Employee conflict of interest. A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest. It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:

i. The city employee or any member of the city employee's immediate family has a direct financial interest pertaining to the procurement contract; or

ii. Any other person, business or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

c. Gratuities and kickbacks.

i. Gratuities. It shall be unethical for any person to offer, give or agree to give any city employee or former city employee, or for any city employee or former city 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 for a contract or subcontract.

ii. Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a vendor under a contract to any employee associated with the vendor, as an inducement for the award of a contract or order. It shall likewise be unethical for an employee to accept any payment, gratuity or offer of any employment made by a vendor to an employee as an inducement for award of any contract or purchase order.

d. Use of confidential information. It shall be unethical for any employee or former employee knowingly to use information derived from their employment with the city for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person during that employment.

e. Sanctions.

i. Employees. The mayor may impose any one or more of the following sanctions on a city employee for violations of the ethical standards in this section:

- Oral or written warnings or reprimands;
- Suspensions with or without pay for specified periods of time;
- Demotion; or
- Termination of employment.

ii. Nonemployees. The mayor may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:

- Written warnings or reprimands; or
- Termination of contracts.

f. Recovery of value transferred or received in breach of ethical standards. The value of anything transferred or received in breach of the ethical standards of this section by a city employee or a nonemployee may be recovered from both the city employee and the nonemployee.

g. Relationship to state ethics law.

i. Compliance required. Employees are required to comply with Code of Ala. 1975, tit. 36, ch. 25 (Code of Ala. 1975, § 36-25-1 et seq.). Provisions of this section are considered to be additive to the code of ethics for public officials, employees, etc., and are not intended to conflict in any way with state law.

ii. Recovery of kickbacks by the city. Upon a showing that a vendor made a kickback to a city employee or public official in connection with the award of a contract or order, it shall be conclusively presumed that the amount was included in the price of the contract or order and ultimately borne by the city and will be recoverable from the recipient. In addition, that amount may also be recovered from the vendor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

(2) Contract Administration System. A system for contract administration is maintained to ensure contractor conformance with the terms, conditions and specifications of contracts or purchase orders and to ensure adequate and timely follow-up of all purchases. The administration of contracts is the function of the Procurement Division of the Finance Department, with continuous and ongoing support and interaction of Public Transit to ensure all FTA requirements are met.

Consideration will be given to the type of contract and the specific requirements of each. As a general guide, the following will be monitored and documented:

- Contractor conformance with the contract price.
- Contractor conformance with the delivery and/or completion dates.
- Compliance with the specifications of product or construction requirements.
- Payment of any required security or performance deposits by the contractor.
- Compliance with rules and regulations for contracts of the funding source.
- Document whether contractors have met the terms, conditions and specifications of the contract.

All goods and services to be procured must be eligible under the Federal law that authorized the FTA assistance award and any applicable regulations.

(3) Written Protest Procedures.

a. 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 *City Attorney, or designated representative*. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto.

b. Authority to Resolve Protests. The *City Attorney, or designated representative,* shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

c. Decision. All protest decisions will be in writing, including protests resolved by mutual agreement. If the protest is not resolved by mutual agreement, the *City Attorney, or designated representative,* shall promptly issue a decision in writing. The decision shall:

   i. state the reasons for the action taken; and,
   ii. inform the protestant of its right to judicial or administrative review.

d. Notice of Decision. A copy of the decision under Subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

e. Finality of Decision. A decision under Subsection (c) of this section shall be final and conclusive, unless fraudulent.

f. Stay of Procurement During Protests. In the event of a timely protest under Subsection (a) of this section the City of Huntsville shall not proceed further with the solicitation or with the award of the contract until the *City Attorney, or designated representative,* after consultation with the Procurement Supervisor and the Director of Parking & Public Transit, Alabama, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City of Huntsville.

g. Entitlement of Costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

h. Disclosure of Protests. The City of Huntsville shall in all instances disclose information regarding protests to the FTA and shall keep the FTA informed about the status of the protest.

i. Exhaust all Administrative Remedies. A protester must exhaust all administrative remedies with the City of Huntsville before pursuing a protest with FTA.

In the event that all local protest procedures have been exhausted the actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the *Federal Transit Administration (FTA)* through FTA Region IV, 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303, or by calling (404) 865-5600.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA.

As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

a. The Recipient's Procedural Failures. FTA will consider a protest if the recipient:

   i. Does not have protest procedures, or
   ii. Has not complied with its protest procedures, or
   iii. Has not reviewed the protest when presented an opportunity to do so.

b. Violations of Federal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

c. Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

(4) Prequalification System. The City of Huntsville does not prequalify vendors. The City may, however at some point, prequalify bidders, offeror's and products for procurement purposes. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Procurement Supervisor, in coordination with Public Transit.

The City may prequalify bidders, offeror's and products for procurement purposes if:

a. The City ensures that all prequalification lists it uses are current;

b. The City ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and,

c. The City permits potential bidders or offeror's to qualify during the solicitation period (from the issuance of the solicitation to its closing date). the City is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must the City expedite or shorten prequalification evaluations of bidders, offeror's, or products presented for review during the solicitation period.

(5) System for Ensuring Most Efficient and Economic Purchase. The City of Huntsville, Alabama will ensure the most efficient and economic purchases are made by determining the following:

a. Consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), the City shall not split a larger procurement merely to gain the advantage of micro-purchases or small purchase procedures.

b. Options – the City shall justify as needed all option quantities included in every solicitation and contract.

c. Lease versus Purchase – It is usually less economical to lease equipment than to purchase it; however, there are some instances where this is not true. If a decision is made to lease equipment, a "Lease vs. Purchase" analysis should be undertaken.

d. In certain situations the City equipment requirements may be more economically filled by rental than by purchase. The decision to rent rather than purchase must be made on an individual basis. Rental/lease should be used where it is in the best interest of the City and the purchasing policy will apply.

e. Available state and local intergovernmental agreements for procurement or use of common goods and services are utilized whenever possible, as applicable. When obtaining goods or services in this manner, all federal requirements, required clauses, and local Procurement policies will be complied with.

(6) Procurement Policies and Procedures. The policies and procedures as outlined in this ordinance are carried out and overseen by the positions below to ensure effective and efficient contracts and compliance with all federal, state, and local, laws and regulations:

a. Accounting & Budget Supervisor – Department of Finance - administers budget policies and records, performing fiscal analysis and providing advice pertaining thereto, planning and directing the work of accounting and other staff in the maintenance of accounting, auditing, and fiscal records, and interacting with City officials and managers concerning accounting or fiscal needs.

b. Procurement Supervisor – Department of Finance - administers procurement services of the City of Huntsville's Finance Department to ensure providing efficient and reliable procurement services for a wide variety of commodities and services to city departments and outside agencies in compliance with municipal ordinances and state laws.

c. Accountant III - Department of Parking & Public Transit - oversees and administers grant funds, maintaining financial and management control of federal funds, for compliance with federal, state, and local ordinances and laws, with an emphasis on FTA Grant requirements.
d. Facilities Construction Projects Coordinator – Department of General Services Facilities Project Office – performs project management, supervises and coordinates multiple construction projects from conceptual development through final completion.
e. Facilities Construction Projects Estimator – Department of General Services Facilities Project Office – performs construction estimating, supervises and coordinates costing for construction projects from conceptual development through final completion.

(7) Independent Cost Estimate. According to the Common Grant Rule, the City of Huntsville, Alabama will perform a cost or price analysis in connection with every procurement action to establish an independent cost estimate before receiving bids or proposals.

(8) A&E Geographic Preference. The City of Huntsville, Alabama does not have a policy allowing geographical preference for A & E providers. The City of Huntsville, Alabama may identify a geographical preference for A & E providers on occasion, depending on the type and complexity of the project involved.

(9) Unreasonable Qualification Requirements. The City of Huntsville, Alabama will not have solicitation requirements which unduly restrict competition.

(10) Unnecessary Experience and Excessive Bonding. The City of Huntsville, Alabama will not require unnecessary experience or excessive bonding.

(11) Organizational Conflict of Interest. The City of Huntsville, Alabama will analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

An organizational conflict of interest occurs when any of the following circumstances arise:

a. Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.

b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(12) Arbitrary Action. Taking any arbitrary action in the procurement process, such as awarding to other than the most favorable contractor, will not be taken by the City of Huntsville, Alabama.

(13) Brand Name Restrictions. All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the city's needs, and shall not be unduly restrictive. The policy as set forth in this section applies to all specifications and empowers procurement services to approve or disapprove all specifications, including but not limited to those prepared for the city by architects, engineers, designers and draftsmen.

a. Brand name or equal specification. Brand name or equal specifications may be used when procurement services determines in writing that:

i. No other design or performance specification or qualified products list is available;

ii. Time does not permit the preparation of another form of purchase description, not including a brand name specification;

iii. The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

iv. Use of a brand name or equal specification is in the city's best interests.

b. Required characteristics. Unless procurement services 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.

c. Nonrestrictive use of brand name or equal. 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.

d. Brand name specification. Since use of a brand name specification is restrictive of product competition, it may be used only when the director of finance or his written designee is provided with a written determination from the requesting department head that only the identified brand name item will satisfy the city's needs. The director of finance shall seek to identify sources from which the designated brand name item 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 the provisions of subsection 2-188(b)(38) herein.

(14) Geographic Preferences. The City of Huntsville, Alabama will not utilize any geographic preferences with procurements using FTA funding, unless allowable A & E services.

(15) Contract Period of Performance Limitation. The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. The City of Huntsville, Alabama will not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Additional factors to be considered include competition, pricing, fairness and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.

(16) Written Procurement Selection Procedures. The City selection procedures and the solicitation(s) identify all requirements that offerors must fulfill and identify all other factors to be used in evaluating bids or proposals. The process is outlined in forms (9) Procurement Summary Form; and, (10) Procurement Decision Matrix in subsection 2-188(c)(9) and (10) herein.

(17) Solicitation Prequalification Criteria. The City of Huntsville, Alabama does not use prequalification requirements in solicitations as it is defined by FTA. The City of Huntsville, Alabama does use technical prequalification's that are termed prequalification in the City's procurement policy language. These technical qualifications are essential in two-step procurements and qualifications-based procurements, such as construction contracts. If at some future point the City determines to prequalify for eligibility that determination will be made separately for every procurement and follow the requirements below.

The City may prequalify bidders, offeror's and products for procurement purposes if:

a. The City ensures that all prequalification lists it uses are current;

b. The City ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

c. The City permits potential bidders or offeror's to qualify during the solicitation period (from the issuance of the solicitation to its closing date). The City is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must the City expedite or shorten prequalification evaluations of bidders, offeror's, or products presented for review during the solicitation period.

(18) Award to Responsible Contractors. Upon the approval of the city council, contracts 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.

(19) Sound and Complete Agreement. All city contracts for commodities or services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The director of finance or his designee, after consultation with the city attorney, may issue clauses appropriate for supply or service contracts, addressing among others the following subjects:

a. The unilateral right of the city to order in writing changes in the work within the scope of the contract;

b. The unilateral right of the city 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, nonperformance, or nondelivery;

g. Termination of the contract for default;

h. Termination of the contract in whole or in part for the convenience of the city; or

i. Indemnity of the city by the vendor.

(20) No Splitting [Micro-purchase]. The City of Huntsville, Alabama shall define Small purchases in three ways and states in (1) that Contract requirements shall not be artificially divided so as to constitute a small purchase under this subsection:

a. Generally. Any contract not exceeding the amount required for competitive bidding as outlined in state competitive bid laws may be made in accordance with the small purchase procedures authorized in this subsection. Contract requirements shall not be artificially divided so as to constitute a small purchase under this subsection. Procurement services shall adopt operational procedures to facilitate small purchases. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply or service being purchased. Further, such operational procedures shall require the proper accounting for the funds expended and facilitate an audit of the small purchase made.

b. Small purchases of $2,000.00 up to the bid limit. Insofar as it is practical, as determined by procurement services, for small purchases of $2,000.00 up to the amount required for competitive bids, written competitive prices will be solicited from at least three businesses. Award shall be made to the responsive and responsible business offering the lowest quoted price. Such written quotes shall be maintained as a public record.

c. Small purchases under $2,000.00. Procurement services shall adopt operational procedures for making small purchases of $2,000.00 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply or service being purchased. Further, such operational procedures shall require the proper accounting for the funds expended, and facilitate an audit of the small purchase made.

In addition to abiding by the City's definitions of Small Purchases, FTA grantees will recognize the FTA definition of Micro-Purchases of procurements of $3,000 and less and comply to FTA regulations accordingly. FTA grantees will not split a larger procurement merely to gain the advantage of micro-purchases or small purchase procedures.

(21) Fair and Reasonable Price Determination [Micro-purchase]. The City will obtain fair and reasonable pricing for all micro-purchases. Micro-Procurement awards will be distributed equitably among qualified bidders. The determinations will be made and acknowledged with the following statement stamped on all appropriate invoices:

> "The expenditures have been examined and determined that each reflects a reasonable price based on market prices offered by the vendors to the general public."

(22) Micro-purchase Davis-Bacon. The City of Huntsville, Alabama adheres to the Davis-Bacon Act for prevailing wage and hour restrictions that applies to construction contracts over $2,000.

(23) Price Quotations [Small Purchase]. Insofar as it is practical, as determined by the City of Huntsville, Alabama for small purchases of $2,000.00 up to the amount required for competitive bids, written competitive prices will be solicited from at least three businesses. Award shall be made to the responsive and responsible business offering the lowest quoted price. Such written quotes shall be maintained.

(24) Clear, Accurate, and Complete Specification. The City will have written selection procedures for procurement transactions. All solicitations shall:

a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

   The use of Brand Name product specifications should be avoided if at all possible. "Brand name or equal" purchase descriptions may only be used when an adequate specification cannot otherwise be provided. When using a "Brand name or equal" purchase description, the salient physical and functional characteristics of the brand name product must be clearly set forth in the specification.

b. Identify all requirements that offeror's must fulfill and all other factors to be used in evaluating bids or proposals.

(25) Adequate Competition – Two or More Competitors. The City of Huntsville, Alabama will utilize the Sealed Bid method of procurement according to the threshold requirement, when there are two or more bidders that are willing and able to compete effectively for the business.

(26) Firm Fixed Price [Sealed Bid]. Firm fixed price contracts arising out of sealed bids that have been publicly solicited may include an economic price adjustment provision, incentive, or both, but will remained fixed irrespective of the contractor's cost experience in performance of contract.

(27) Selection on Price [Sealed Bid]. The successful bidder will be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award, unless as allowable by FTA under other circumstances.

(28) Discussions Unnecessary [Sealed Bid]. With Sealed Bids, discussions are not the normal practice.

(29) Advertised/Publicized (Sealed Bid) (RFP). Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth for the opening of the bids. Such notice shall include posting all bids on a suitable bulletin board outside the procurement services office of the city. Such notice may also include publication in a newspaper of general circulation and shall state the place, date and time of the bid opening.

(30) Adequate Number of Sources Solicited (Sealed Bid) (RFP). In order to address that an adequate number of sources are solicited subsection 2-188 (b)(29) above requires all invitation for bids be published. Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth for the opening of the bids. Such notice shall include posting all bids on a suitable bulletin board outside the procurement services office of the city. Such notice may also include publication in a newspaper of general circulation and shall state the place, date and time of the bid opening. The City of Huntsville, Alabama will ensure that two or more responsible bidders are willing and able to compete effectively for the business.

(31) Sufficient Bid Time [Sealed Bid]. The City of Huntsville's Request for Bid Procedure is a solicitation of a bid opening for 15 days to allow sufficient time to prepare bids before the date of bid opening. All departments can request a longer bid solicitation time to accommodate sufficient time to prepare bids on specifications of a more complex or extensive nature.

(32) Bid Opening [Sealed Bid]. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. For the purpose of designating the time of opening, the clock located in the city council chambers, first floor of the municipal building, 308 Fountain Circle, Huntsville, Alabama, shall serve as the official clock of record. The amount of each bid, and such other relevant information together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. Late bids will not be accepted nor considered.

(33) Responsiveness [Sealed Bid]. Each Proposal must be submitted in accordance with the City of Huntsville, Alabama's RFP requirements. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

a. Failure to use the proposal forms furnished by the City;

b. Lack of signature by an authorized representative on the proposal form;

c. Failure to properly complete the proposal form and Proposer compliance;

d. Evidence of collusion among proposers;

e. Unauthorized alteration of the proposal form;

f. Failure to submit a Bid Bond, if required; or,

g. For public improvement projects only, failure to note the General Contractor license number or a note that the bid amount is less than $50,000.

(34) Lowest Price [Sealed Bid]. The City of Huntsville, Alabama will award sealed bids to the lowest responsive and responsible bidder, and will document sound business reasons if any or all bids are rejected.

(35) Rejecting Bids [Sealed Bid]. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this division. 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. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. Any bid determined to be nonresponsive to the requirements will be rejected.

(36) Evaluation [RFP]. Public Transit complies with the following for evaluation of RFP:

a. Section 2-184(b)(4) of this ordinance. Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this division. 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. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. Any bid determined to be nonresponsive to the requirements will be rejected.

b. FTA C4220.1F mandates.
   i. All evaluation factors and their relative importance will be specified in the solicitation. Numerical or percentage ratings or weights need not be disclosed.
   ii. A method is in place for technical proposal review and selecting awardees by utilizing an evaluation team.

(37) Price and Other Factors [RFP]. The City of Huntsville, Alabama reserves the right to accept or reject any or all items covered in a bid request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City of Huntsville, Alabama. The City of Huntsville, Alabama reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City of Huntsville, Alabama.

The award will be made to the responsive and responsible proposer providing the best value to the City of Huntsville, Alabama based on the City of Huntsville's sole discretion in making this determination. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to a request for the proposal, the City of Huntsville, Alabama may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal prices.

(38) Sole Source if Other Award is Infeasible. A contract may be awarded without competition when the director of finance or his designee receives in writing a valid justification from the requesting department head/division manager that there is only one source for the required supply or service item or, by the nature of an item, the bid cannot be awarded by competition. Such written justification shall include specific facts which support the conclusion that there is only one source. Procurement services shall conduct a good-faith review of available sources and conduct negotiations, as

appropriate, as to price, qualifications, delivery and terms. Sole-source justifications must receive the approval of the director of finance and the mayor.

(39) Cost Analysis Required [Sole Source]. The City of Huntsville, Alabama will perform cost analysis for all sole source actions.

(40) Evaluation of Options.

a. Evaluation Exclusive of Options. The solicitation will state that the City of Huntsville, Alabama will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

b. Evaluation of Options. The solicitation will state that except when it is determined not to be in the best interest of the City of Huntsville, Alabama we will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the City to exercise the option(s).

(41) Cost or Price Analysis. The City of Huntsville, Alabama will perform cost or price analysis for all procurement actions.

(42) Written Record of Procurement History. The City of Huntsville, Alabama shall maintain records, written or electronic, detailing procurement history. Records shall be retained for a minimum of three (3) years. The records will include, but not be limited to, the following:

a. the rationale for the method of procurement;

b. selection of contract type;

c. reasons for contractor selection or rejection; and,

d. the basis for the contract price.

(43) Exercise of Options. The City may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, the purchaser may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If the choice is made to include options, the following requirements apply:

a. Evaluation of Options – option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

b. Exercise of Options – the Authority must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

(44) Out of Scope Changes. The City of Huntsville, Alabama will consider all contract change that is not within the scope of the original contract a sole source procurement.

(45) Advance Payments. The City of Huntsville, Alabama does not make advance payments utilizing FTA funds.

(46) Progress Payments. The City of Huntsville, Alabama's constructions and technical services contracts provide for progress payments based on milestone completion.

(47) Time and Materials Contracts. The City of Huntsville, Alabama will comply with the Common Grant Rule for governmental recipients. Time and material contracts will only be utilized if:

a. After determining that no other contract type is suitable; and,

b. The contract specifies a firm ceiling price that the contractor may not exceed except at its own risk.

(48) Cost Plus Percentage of Cost. The City of Huntsville, Alabama will comply with the Common Grant Rule that expressly prohibits the use of the cost plus a percentage of cost method of contracting and the percentage of construction cost method of contracting.

(49) Liquidated Damages Provisions. The City may use liquidated damages if it reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect City costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages must be established at a specific rate per day for each day beyond the contract's delivery date or performance period. The contract file must include a record of the calculation and rational for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

(50) Piggybacking. The City of Huntsville, Alabama will not participate in the Assignment of Rights contracts, considered as "piggybacking", that assigns contractual rights to other recipients to purchase property or services from awarded contracts unless the following requirements are met:

a. Determine that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance with all Federal requirements.

b. Perform a price analysis if one was not performed for the original contract.

c. Ensure the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America pre-award review and post-delivery review certifications are met.

d. Review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

(51) Qualifications Exclude Price [A&E and Other Services]. Price is excluded as an evaluation factor on Qualifications-based procurement methods.

(52) Serial Price Negotiations [A&E and Other Services]. The following requirements apply to this procurement method:

a. Negotiations are conducted with only the most qualified offeror; and

b. Failing agreement on price, negotiations with the next most qualified offeror and, if necessary, negotiations with successive offerors in descending order must be conducted until a contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

(53) Bid Security [Construction over $100,000]. Bid bonds, performance bonds, and labor and material bonds or other security may be requested for supply contracts or service contracts as procurement services deems advisable to protect the city's interests, and in conformance with the Code of Ala. 1975, tits. 39 and 41 (Code of Ala. 1975, §§ 39-1-1 et seq., 41-1-1 et seq.). Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to five percent (5%) of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

(54) Performance Security [Construction over $100,000]. Bid bonds, performance bonds, and labor and material bonds or other security may be requested for supply contracts or service contracts as procurement services deems advisable to protect the city's interests, and in conformance with the Code of Ala. 1975, tits. 39 and 41 (Code of Ala. 1975, §§ 39-1-1 et seq., 41-1-1 et seq.). Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for one hundred percent (100%) of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

(55) Payment Security [Construction over $100,000]. The City of Huntsville, Alabama will comply with the Common Grant Rules requiring the third party contractor to obtain a standard payment bond for 100 percent of the contract price. The "payment bond" will be obtained to ensure that the contractor will pay all people supplying labor and

material for the third party contract as required by law. The following minimum bonding policy amounts will be utilized:

a. Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million;

b. More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or,

c. More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

(56) Federal Clauses. The City of Huntsville, Alabama will ensure that all applicable clauses and certifications are included in FTA funded procurements exceeding the micro-purchase limit and construction contracts over $2,000. To ensure that all FTA clauses and certifications are included in the FTA funded procurement, the FTA C4220.1F "Provisions, Certifications, Reports, Forms, and Other' matrices of Third Party Provisions will be utilized.

(57) Veteran's Preference. The City of Huntsville, Alabama will ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S. Code Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

(58) SAM/EPLS (Debarment/Suspension). The City of Huntsville, Alabama will comply with Debarment and Suspension Regulations and guidance of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of $25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. *See*, 2 CFR Part 1200. The City of Huntsville, Alabama will apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Govermentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

Debarment and suspension certification will be collected from the prospective third party contractor, a clause in the third party contract requiring disclosure will be included and the Excluded Parties List System (EPLS) will be checked at www.sam.gov.

(59) Disputes/Breach. The City of Huntsville, Alabama will comply with the Common Grant Rules for evaluating and resolving third party contract disputes.

a. The City of Huntsville, Alabama will evaluate and resolve third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts. The City of Huntsville, Alabama will also resolve any claims and litigation the contractor may present against it. The following information in connection with third party contract disputes in which it is involved will be provided to FTA:
   i. A list of disputes involving third party contracts and potential third party contracts that:
      - Have a value exceeding $100,000,
      - Involve a controversial matter, irrespective of amount, or
      - Involve a highly publicized matter, irrespective of amount.
   ii. The following information about each dispute:
      - A brief description of the dispute,
      - The basis of disagreement, and
      - If open, how far the dispute has proceeded, or
      - If resolved, the agreement or decision reached, and
      - Whether an appeal has been taken or is likely to be taken.
   iii. The City of Huntsville, Alabama will report as outlined below whenever disputes happen:
      - In its next quarterly Milestone Progress Report, and
      - At its next Project Management Oversight review, if any.
   iv. The City of Huntsville, Alabama will keep its FTA project manager informed about disputes with which it is involved and any unusual activity.

a. The City of Huntsville, Alabama will maintain adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary.

b. An audit may be used to demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The audit will be conducted in accordance with "Generally Accepted Auditing Standards" as defined by the American Institute of Certified Public Accountants.

c. If the City of Huntsville, Alabama intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the information outlined in 1.a – c will be followed and provided.

d. The City of Huntsville, Alabama will take reasonable measures to pursue its rights and remedies available under law, including settlement, particularly if failure to do so would jeopardize the Federal interest in the project or cause the recipient to seek additional Federal assistance.

(60) Terminations. Sections 2-185 (7), (8), and (9) specifically identify Termination clauses appropriate for supply or services contracts.

a. Section 2-185 (7) Termination of the contract for default;

b. Section 2-185 (8) Termination of the contract in whole or in part for the convenience of the city; or

c. Section 2-185 (9) Indemnity of the city by the vendor.

In accordance with FTA C4220.1F termination for cause and termination for convenience provision must be included in third party contracts exceeding $10,000.00

(61) DBE. The City of Huntsville, Alabama will comply with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements, the DBE PROGRAM – 49 CFR PART 26, and the Public Transit Division of the City of Huntsville, Alabama will post on the City of Huntsville Alabama's website the Disadvantaged Business Enterprise Program as approved by the FTA.

(62) Buy America Pre-Award Review (Steel or manufactured products). The City of Huntsville, Alabama will comply with Buy America requirements as set forth in 49 U.S.C. 5323(j) and 49 C.F.R. 661.6, by including in all Construction Contracts and Acquisition of Goods and Rolling Stock valued at more than $100,000, the required Buy America Certification clauses to ensure contractor compliance. The Certification clauses require the contractor to ensure that sub-contractors also comply with the Buy America requirements.

(63) Buy America Pre-Award/Post Delivery Audits - Rolling Stock >$100k. The City of Huntsville, Alabama will comply with the Buy America Pre-Award/Post Delivery Audits for Rolling Stock as set forth un 49 U.S.C. 5323 and 49 C.F.R. Part 663 by including the required Buy America language that the Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and must submit certifications as listed in the language and certify they comply. The City will conduct Pre-Award Audit and Certify that vehicle meets specifications and the FMVSS compliance requirements. Upon delivery, Post Delivery of the same MUST be completed and Certify that vehicle meets requirements. Documentation must be kept on file. The City utilized a standard matrix to confirm audit and certification elements have been met.

(64) Brooks Act/ Qualifications-Based Procurements. The City of Huntsville, Alabama will follow Qualifications Exclude Price (A&E and Other Services) as outlined under subsection (51) herein. Qualifications-based proposal procedures are required for projects related to or leading to a construction project. These procedures will be when contracting for architectural and engineering services, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services. The Brooks Act Procedures will be used when contracting for A&E services as defined in 40 U.S.C. Sections 1101 - 1104 and 49 U.S.C. Section 5325(b)(1)]. The following requirements will apply:

a. An offeror's qualifications muse be evaluated.

b. Price is excluded as an evaluation factor.

c. Design-Build services will be procured through means of qualifications-based competitive proposal procedures based on the Brooks Act. The qualification-based competitive proposal procedures of the Brooks Act will be used when the preponderance of the work to be performed is considered to be for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related A&E services. It will not be used when the preponderance of the work to be performed are services other than those listed in the previous sentence, unless required by State law.

Qualifications-based procurement procedures will not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.

(65) Design-Bid-Build. All design-bid-build procurement methods will have separate contracts for design services and for construction. All design services will use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations.

(66) Design-Build. The City of Huntsville, Alabama will procure design-build services through means of qualifications-based competitive proposal procedures based on the Brooks Act. The Brooks Act qualification-based competitive proposal procedures for design-build will be used when the preponderance of the work to be performed is considered to be for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related A&E services. When the preponderance of the work to be performed are services other than those listed in the previous sentence, the qualifications-based competitive proposal procedures will not be used, unless required by State law.

(67) Tag-Ons. The City of Huntsville, Alabama, or its contractors, will not expand the scope of original contracts (property or services) that constitutes a major deviation, or cardinal change, to the contract.

(68) Federal Cost Principles. Federal Cost Principals, according to FAR Part 31, will be utilized to determine allowable costs to be incurred on third party cost-reimbursement contracts financed with Federal funds.

(69) Revenue Contracts. The City of Huntsville, Alabama's goal is to maximize all non-farebox revenues through contractual or other appropriate arrangements for assets without interfering with transit use. The revenue files will document economic analysis demonstrating that revenue contracts allowing use of federally funded assets will not interfere with transit operations and use. The type and extent of revenue contracts will be reviewed and determined on a case by case basis and in accordance with Federal regulations. Determinations will be derived from the following:

a. Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), the City of Huntsville, Alabama will use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

b. Open Contract Opportunities. If one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the City of Huntsville, Alabama is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

c. The City of Huntsville, Alabama will work with FTA to determine the appropriate procedures for joint development projects.

(70) Signature Authority.

a. The director of finance or his written designee shall serve as the principal public purchasing official for the city and shall be responsible for the procurement of supplies and services in accordance with this division.

b. In accordance with this division, the director of finance or his written designee shall oversee the functions of procurement services for the purposes of soliciting and encouraging competition while complying with all applicable state and local laws to obtain quality commodities and services at the lowest possible cost.

c. Except in cases of emergency, as described in section 2-184(g), neither the director of finance nor any written designee nor any other officer or employee of the city shall make purchases in the name of the city on the credit of the city, or create any debt or liability against the city, unless the expenditure has been previously authorized by the city council, or unless the funds for such expenditure have been appropriated by the city council, either specifically or in the annual budget of the city. In all cases where the amount involved is more than required for competitive bidding, procurement services shall proceed to issue invitations for bids and to open the bids at the time and place stated in the invitation for bids, and shall report the results of such bids to the city council, who shall accept or reject such bids and shall in all respects act as the awarding authority for all such purchases.

d. The director of finance may delegate authority in writing to purchase certain commodities or services to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Any such procurements made pursuant to any such delegated authority remain subject to all requirements for authorization and approval as set forth in this division. The city engineer is authorized to procure construction services for public improvement projects as defined by Code of Ala. 1975, tit. 39 (Code of Ala. 1975, § 39-1-1 et seq.) and in accordance with the provisions of this division.

(71) Oversight of sub-recipients. The City of Huntsville, Alabama follows and internal Program Management and Oversight Plan that addresses the following:

a. Review contracts and sub-recipient agreements in accordance with records sampling procedures to ensure they contain all FTA third-party procurement requirements.

b. The Accountant III, or its designee, performs periodic site visits, depending on the complexity of the contract, project, or agreement.

c. Randomly selects and reviews operational documents and procurement documents, i.e., contracts and agreements, performance reports, check lists, etc.

d. Documents general observations.

e. Notes any deficiencies.

(72) State/Local Government Purchasing Schedules. The City may acquire products and services from State contracts that have been established by the State of Alabama for the purpose of consolidating volume purchases for products and services. The City may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the methods of procurement small purchases and large purchases. When obtaining products and services from State contracts, Public Transit is responsible for ensuring compliance with all Federal requirements and inclusion of all required clauses and certifications. It will be determined that State contracts were awarded with full and open competition and were not subject to geographical preferences. Where Buy America certifications are required, they will be obtained prior to entering into a purchase order.

(c) Forms, Templates, Matrices and Checklists. The City of Huntsville, Alabama will use forms, templates, matrices and checklists similar to the following to assist with FTA assisted procurements:

i. Procurement File Checklist

PROCUREMENT FILE CHECKLIST

CHECK or N/A	DESCRIPTION	DATE	INITIALS
	Requisitions		
	ICE (Independent Cost Estimate)		
	Federal Clauses		
	Advertised *(if applicable)*		
	Bid Abstract giving a summary of responsive bidders to the solicitation		
	Cost/Price Analysis		
Bonds:			
	Bid		
	Performance		
	Payment		
	Responsibility Determination		
	Fair & Reasonable Determination		
	SAM / Excluded Parties		
	Buy America _____ Pre-Award _____ Post Delivery	_____ _____	_____ _____

ii. Independent Cost Estimate

Independent Cost Estimate Form

Contract Type:_____ Date of Estimate:_____

Description of Goods/Services:_____

Method of Obtaining the Estimate:

I have obtained the estimate from one of the following sources:

Check one or more:

- ☐ Published Price List / Past Pricing (Date:_____)
- ☐ Engineering or Technical Estimate
- ☐ Independent Third-Party Estimate
- ☐ Other (specify:_____)

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: $_____. Details are shown below:

A: Cost of Standard Items

Product	Cost ($/ea.)		Notes/Data Source
	Delivered	No Freight	

B: Cost of Services, Repairs, or Non-Standard Items

Item/Task:							
Materials	**Other Direct Costs**	**Labor (rate, hours)**	**Labor Class**	**Allocated Overhead**	**SG&A**	**Profit**	**Total**

_____ _____

(Preparer Name) (Date)

For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.

iii. Responsibility Determination Form

Bid/RFP No:	
Supplier:	
Date:	

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	**Comment/Documentation**
1. Appropriate financial, equipment, facility, and personnel	☐ Yes ☐ No	
2. Ability to meet the delivery schedule	☐ Yes ☐ No	
3. Satisfactory period of performance	☐ Yes ☐ No	
4. Satisfactory record of integrity, not on declined or suspended listings	☐ Yes ☐ No	
5. Receipt of all necessary data from supplier	☐ Yes ☐ No	

iv. Fair and Reasonable Price Determination Form

FAIR AND REASONABLE PRICE DETERMINATION

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

Check one or more:

- ☐ Found reasonable on recent purchasing.
- ☐ Obtained from current price list.
- ☐ Obtained from current catalog.
- ☐ Commercial market sales price from advertisements.
- ☐ Personal knowledge of item procured.
- ☐ Similar in related industry.
- ☐ Regulated rate (utility).
- ☐ Other (explain: _____)

Comments:

_____

_____

_____

☐ Copy of purchase order, quotes, catalog page, price list, etc. is attached.

_____ _____

(Purchasing Agent) (Date)

v. Statement of Work Template

Statement of Work Title:

1.0 Project Background:

- Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.
- Short statement of the problem to be resolved
- Expected project duration
- Transit agency organizational units and / or key individuals involved in managing the project
- Alternative solutions or implementation strategies evaluated

a.) Transit agency requires these products and / or services due to:

b.) Transit agency is attempting to complete a project and requires supplier / contractor assistance in the :

c.) The completion of this work will help the Transit agency:

2.1 Results

Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.

2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.

2.3 Business Processes Impacted

Review major changes in the way work will be conducted once the project is complete (if any).

2.4 Customers / End Users Impacted

Identify the specific individuals or groups whose work will be most affected during and after the project's execution.

3.0 Applicable Documents

List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date, and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.

List any publications, manuals, and regulations that the supplier / contractor must abide by:

a)

b)

c)

Definitions and Acronyms:

4.0 Summary of Requirements

These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.

List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:

1) Review…
2) Analyze…
3) Repair…
4) Install…
5) Construct…

All tasks should have quantifiable or observable results.

5.0 Schedule and Deliverables.

List all outputs / outcomes and submittals with specific dates or time frames. Include type, quantity and delivery point(s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

6.0 Quality Assurance Plan

Explain what the Transit agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a)	All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW.
	1) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.
b)	Supplier / Contractor work will be monitored by Transit agency project and Contract Management Staff.
c)	Specific quality requirements for this contract are as follows:
	1) On time delivery =
	2) Acceptable quality =
	3) Responsiveness =
	4) Service Level =

vi. Sole Source Justification Form

CITY OF HUNTSVILLE
JUSTIFICATION FOR EXEMPTION FROM COMPETITIVE BIDDING
Rev 12/03/2015

DATE:
FROM:
TO: Procurement Services

Title 41 Section 16 of the Code of Alabama 1975 as amended requires a competitive bid for contracts whose value exceeds $15,000.00. Under exceptional circumstances, such contracts may be awarded without bidding. Because these circumstances are quite specific, we have a duty to justify, document, and memorialize such cases to firmly establish that a claim for exemption is in accordance with the law:

- **VENDOR:**
- **PRODUCT/SERVICE:**
- **ESTIMATED EXPENDITURE: $**

This procurement is exempt from competitive bid because it is a contract for:

1. **[[Sole Source:**
2. Services or a product having only one vendor or supplier - §41-16-51(a)(13) **[ ] WPC Provision:**

Purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system or sanitary sewer system owned by a municipality and no part of the operating expenses have been paid from revenues derived from taxes or from appropriations of the state, county, or municipality - §41-16-51(b)(7)

3. **[ ] Professional Services:**

Professional services involving an attorney, physician, architect, teacher, superintendent of construction, artist, appraiser, engineer, consultant, certified public accountant, public accountant, or other individual possessing a high degree of professional skill where the personality of the individual plays a decisive part - §41-16-51(a)(3)

4. **[ ] Impossible to Compete:**

Purchase of personal property which by its very nature is impossible to award by competitive bidding - §41-16-51(a)(13)

5. **[ ] Security or Safety:**

Services or purchase of product related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures - §41-16-51(a)(15)

6. **[ ] Cooperative Purchasing Program (not valid for FTA Grantee):**

Services or purchase of a product offered through a national or regional governmental cooperative purchasing program approved by the Alabama Department of Examiners of Public Accounts §41-16-51(a) (16)

7. **[ ] Other:** exempt item not specifically listed above:

8. **[ ] FTA Sole Source:** See next page

Attach requesting department justification and supporting vendor statements to this page.

Requesting Department Head	Department
Procurement Supervisor	Finance Director
Legal Department	Mayor or Administrator

FTA Applicable Sole Source Justification
Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

- ☐ The item is available only from a single source (sole source justification is attached).
- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- ☐ FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- ☐ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).
- ☐ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____

_____

_____

☐ Independent Estimate and Cost Analysis are attached.

_____	_____
Purchasing Agent	Senior Manager
_____	_____
Date	Date

vii. Cost Analysis Form

COST ANALYSIS FORM

	PAGE OF PGS
COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)	
SOLICITATION #	SUPPLIES AND/OR SERVICES TO BE FURNISHED
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE	
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	APPROVAL SIGNATURE

DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT MATERIAL	**Vendor A Proposal**	**Vendor B Proposal**	**Independent Estimate**	**Analysis**
A. PURCHASED PARTS				
B. SUBCONTRACTED ITEMS				
C. OTHER - (1) RAW MATERIAL				
(2) STANDARD COMMERCIAL ITEMS				
TOTAL DIRECT MATERIAL				
2. MATERIAL OVERHEAD *(RATE % x $ BASE *)*				

3. DIRECT LABOR	**ESTIMATED HOURS**	**RATE/ HOUR**	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**

TOTAL DIRECT LABOR						

4. LABOR OVERHEAD			**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
OH Rate						
X BASE (labor total above)						
TOTAL LABOR OVERHEAD						

5. OTHER DIRECT COSTS	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
A. SPECIAL TOOLING/EQUIPMENT				
TOTAL SPECIAL TOOLING/EQUIPMENT				
B. TRAVEL				
(1) TRANSPORTATION				
(2) PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				

DETAIL DESCRIPTION OF COST ELEMENTS (continued)	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
C. INDIVIDUAL CONSULTANT SERVICES				
TOTAL INDIVIDUAL CONSULTANT SERVICES				
D. OTHER				

TOTAL OTHER				
E. SUBTOTAL DIRECT COST AND OVERHEAD				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X $ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8. *SUBTOTAL ESTIMATED COST*				
9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY				
10. *SUBTOTAL ESTIMATED COST*				
11. FEE OR PROFIT				
12.*TOTAL ESTIMATED COST AND FEE OR PROFIT*				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

ANALYSIS GUIDELINES

1. ***DIRECT MATERIAL***
   A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).
   B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors
   C. Other:
      (1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.
      (2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.
2. ***MATERIAL OVERHEAD***
   Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. ***DIRECT LABOR***
   Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. ***LABOR OVERHEAD***
   Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. ***OTHER DIRECT COSTS***
   A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.
   B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.
   C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. ***GENERAL AND ADMINISTRATIVE EXPENSE***
See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ***ROYALTIES***
If more than $250, analyze the following information for each separate royalty or license fee; name and address of licenser; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. ***SUBTOTAL ESTIMATED COST***
Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. ***CONTRACT FACILITIES CAPITAL AND COST OF MONEY***
Analyze the offeror's supporting calculations and compare to known standards.

10. ***SUBTOTAL ESTIMATED COST***
This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. ***FEE OR PROFIT***
Review the total of all proposed Fees or Profit. Remember that the FTA prohibits cost plus percentage of cost contracting.

12. ***TOTAL ESTIMATED COST AND FEE OR PROFIT***
Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. ***DISCOUNTS***
Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

viii. Price Analysis Form

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that ta given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

CHECK	DETERMINATION
	Comparison with competing suppliers' prices or catalog pricing (online or hard copy) for the same item. *(Complete comparison matrix and attach supporting quotes or catalog pages.)*
	Comparison of proposed pricing with in-house estimate for the same item. *(Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)*
	Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index (PPI) or Inflation Rate over the corresponding time period. *(Attach data and historical price record.)*
	Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. *(Attach analysis to support conclusions drawn.)*

SUMMARY MATRIX:

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

Date: _____ Prepared By: _____

ix. Procurement Summary Form

PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____

PO / Contract No. _____

Source of Funding: _____

Method of Procurement
Micro Purchase:_____ Competitive RFP:_____ Competitive Bid:_____
Small Purchase:_____ A&E Services:_____ Sole Source:_____

Justification if Non-Competitive (Attached Exemption of Competitive Pricing Form):_____
Reason for the Procurement:_____
Contract Type:_____

Rationale for contract type:_____

Reason for Contractor selection or rejection: Lowest responsive, responsible bidder:_____
Evaluation results were:_____

Basis for Contract Price Available:
Accepted contractor's proposed pricing:_____
Negotiated Price (attached memorandum)_____
Other:_____

Cost / Price Analysis:
The price offered by the supplier was within ____% of the independent estimate, and variance between the offerors constituted a range of ____. The competitive range was determined to be from $_____
Pricing discrepancies between the offers was attributed to _____
Other sources/data used to affirm price reasonableness were_____

Summary of Responsibility and Responsiveness Checks_____
_____

Award Date of contract award:_____
Board Approval (Attach Meeting Minutes):_____

Change Orders
Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number (Attached or Described Below).

x. **Procurement Decision Matrix**

Method of Procurement

Micro-Purchase	Small Purchase
_____Amount < $1,000 (City Threshold) _____Multiple Sources	_____Amount < $15,000 (City Threshold) _____Complete & Adequate Specifics or Description _____Two or More Quotes Available
Sealed Bid (IFB's)	**Type of Contract**
_____Complete & Adequate Specifics or Description _____Two or More Responsible Bidders Willing to Compete _____Selection can be made on basis of price alone _____Firm Fixed Price Contract _____No discussion with bidders required after receipt of bids	_____Fixed Price _____Firm Fixed Price Unit Prices _____Cost plus Fixed Fee _____Time & Materials (Justified) _____Blanket Purchase Order _____Indefinite Delivery / Indefinite Quantity (IDIQ)
Competitive Proposals (RFP's)	**Sole Source / Exemption from Competition**
_____Complete Specifications Not Feasable _____Bidder Input Needed _____Two or More Responsible bidders willing to Compete _____Discussion needed with bidders after Proposals _____Fixed Price can be set after discussion OR	_____Approved by FTA _____OEM, Custom Item OR _____Only One Source OR Competition Inadequate after Solicitation OR _____Emergency / Public Exigency

xi. Change Order Review Checklist

Change Order Checklist

Date _____

Contract Number _____

Contractor _____

Contract Title _____

Reviewer _____

New Contract Total _____

Change Order Number _____

Dollar Value Increase _____

Length of Time Extension Granted _____

New Performance Period End Date _____

- ☐ Independent Cost Estimate for Change Amount
- ☐ Project Manager Approval
- ☐ Scoping Meeting Held (Date:_____)
- ☐ Authorized Work is Within Scope
- ☐ Contract Proposal includes Impact Costs, Price
- ☐ Cost Analysis Conducted (attach)
- ☐ Rationale provided if price is greater than 10% of the Independent Cost Estimate (attach)
- ☐ Negotiation Memorandum
- ☐ Written Record of Change Documented
- ☐ Signed Modification in File
- ☐ Evidence of City Council Approval Prior to Initiation of Changed Work (if required)
- ☐ Notice to Proceed on File
- ☐ No Evidence of Arbitrary Action

Comments:

_____

_____

_____

_____

_____ _____

(Purchasing Agent) (Date)

xii. Piggybacking Checklist

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

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications' required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

xiii. Contract Clause Matrix

***Note: On December 26, 2014, OMB "Super Circular" 2 CFR 1201 increased the Simplified Acquisition Threshold (SAT) from >$100,000 to >$150,000 for all procurement actions initiated under grant agreements executed after 12/26/14. All procurement actions initiated under grant agreements executed prior to 12/26/14 must use the SAT of >$100,000.*

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America ***See Note above*			>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*
Resolution of Disputes, Breaches, or Other Litigation	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*
Lobbying	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*
Clean Air	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above*
Clean Water					
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)
(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 or >$150,000 ***See Note above.* (transportation services excepted).	>$100,000 or >$150,000 ***See Note above*	>$100,000 or >$150,000 ***See Note above* (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > $2,000 (also ferries).	
Bonding				>$100,000 or >$150,000 ***See Note above*	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000		EPA-selected items $10,000	EPA-selected items $10,000

		or more annually.		or more annually.	or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with a major changeover changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron or manufactured products exceeding >$100,000 or >$150,000 ***See Note above*	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000 or $150,000 ***See Note above*	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000 or $150,000 ***See Note above*	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: -10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards Preaward Review and Post Delivery	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding $100,000 or $150,000 ***See Note above.*	Procurements exceeding $100,000 or $150,000 ***See Note above.*
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding $100,000 or $150,000 where contractor engages in lobbying activities. ***See Note above..*	

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		49 CFR § 18.36(b)(2) 49 CFR § 19.47
Record of Procurement History		49 CFR § 18.36(b)(9) 49 CFR § 19.47
Protest Procedures		49 CFR § 18.36(b)(12)
Selection Procedures		49 CFR § 18.36(c)(3)
Cost/Price Analysis		49 CFR § 18.36(f) 49 CFR § 19.45
Justification for Noncompetitive Awards	If Applicable.	49 CFR § 18.36(b)(9) by implication 49 CFR § 19.46(b)
No Excessive Bonding Requirements		49 CFR § 18.36(h) 49 CFR § 19.48(c)(5)
No Exclusionary Specifications		49 U.S.C. § 5325(h)
No Geographic Preferences	Except for A&E Services	49 CFR § 18.36(c)(2)

xiv. Pre-Award Compliance Certifications Form

PRE-AWARD COMPLIANCE CERTIFICATIONS
(In Compliance with the federal requirements of 40 U.S.C. Section 5323(m))

Contract/Invitation/Request Number: _____
No. of Vehicles: _____ Description of Vehicles: _____
Manufacturer: _____ Dealer: _____

The pre-award audit must be completed by the purchaser prior to entering into a formal contract with the vendor for the procurement of revenue service rolling stock. The following certifications must be completed as part of this audit, and must be kept on file by the purchaser.

Pre-Award Buy America Compliance Certification

The City of Huntsville, Department of Parking & Public Transit hereby certifies that:

A. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165 (b) (1), (b) (2), or (b) (4) of the Surface Transportation Assistance Act of 1982, as amended; or
B. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165 (a) or (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
    1. Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
    2. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Pre-Award Purchaser's Requirements Certification

The City of Huntsville, Department of Parking & Public Transit hereby certifies that 49 CFR 663(b) requirements are met:

A. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specifications; and
B. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specifications set forth in the recipient's solicitation.

Certification of Compliance with Federal Motor Vehicle Safety Standards (FMVSS)

The City of Huntsville, Department of Parking & Public Transit hereby certifies that 49 CFR 663 (d) requirements are met:

A. The vehicles purchased are subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration, and a copy of the manufacturer's self-certification information that the vehicle complies with the relevant standards was received both at the pre-award and post-delivery stage, and is being kept on file by the purchaser; or
B. The vehicles purchased are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration, and the purchaser has received a statement to that effect from the manufacturer which is being kept on file by the purchaser.

The City of Huntsville, Public Transit
Name of Committee/Recipient

_____
Signature of Representative

_____
Date of Signature

_____
Print Name & Title of Representative

xv. Post-Delivery Compliance Certifications Form

POST DELIVERY COMPLIANCE CERTIFICATIONS
(In Compliance with the federal requirements of 40 U.S.C. Section 5323(m))

Contract/Invitation/Request Number: _____
No. of Vehicles: _____ Description of Vehicles: _____
Manufacturer: _____ Dealer: _____

The post-delivery audit must be completed prior to the transfer of vehicle titles to the recipient. The following certifications must be completed as part of this audit, and must be kept on file by the purchaser.

Buy America Certification

The City of Huntsville, Department of Parking & Public Transit hereby certifies that:

1. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165 (b) (1), (b) (2), or (b) (4) of the Surface Transportation Assistance Act of 1982, as amended; or

B. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165 (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
   - i. Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
   - ii. The actual location of the final assembly point for rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Post-Delivery Certification of Compliance with Federal Motor Vehicle Safety Standards (FMVSS) Certification

The City of Huntsville, Department of Parking & Public Transit hereby certifies that 49 CFR 663(d) requirements are met:

A. The vehicles purchased are subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration, and a copy of the manufacturer's self-certification information that the vehicle complies with the relevant standards was received both at the pre-award and post-delivery stage, and is being kept on file by the purchaser

The City of Huntsville, Public Transit
Name of Committee/Recipient

_____
Signature of Representative

_____
Date of Signature

_____
Print Name & Title of Representative

xvi. Post-Delivery Purchaser's Requirement Form

POST-DELIVERY PURCHASER'S REQUIREMENT
(ON-SITE INSPECTION REPORT) CERTIFICATION
(In Compliance with the federal requirements of 40 U.S.C. Section 5323(m))

Contract/Invitation/Request Number:_____
No. of Vehicles:_____ Description of Vehicles:_____
Manufacturer:_____ Dealer:_____
Resident Inspector (not an agent or employee of the manufacturer:_____

The purchaser must complete On-Site Inspection prior to the transfer of vehicle titles to the recipient in accordance with the following criteria. The following certifications must be completed as part of this audit, and must be kept on file by the purchaser.

On-Site Manufactuer Inspection Compliance Certification
(Rolling Stock Procurements for more than 10 vehicles for areas > 200,000 in population)

The City of Huntsville, Department of Parking & Public Transit hereby certifies that 49 CFR 663 (c) requirements are met:

A. That the inspection was completed the manufacturing site during the period of manufacture of the vehicles; and,
B. The inspector visually inspected the vehicles;
C. The inspector reviewed the inspection documentation; and,
D. Certifies the vehicles meet the contract specifications.

On-Site Manufacturer Inspection Compliance Certification
(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

The City of Huntsville, Department of Parking & Public Transit hereby certifies that 49 CFR 663(c) requirements are met:

A. That the inspection was completed the manufacturing site during the period of manufacture of the vehicles; and,
B. The inspector visually inspected the vehicles;
C. The inspector reviewed the inspection documentation; and,
D. Certifies the vehicles meet the contract specifications.

The City of Huntsville, Public Transit
Name of Committee/Recipient

_____
Signature of Representative

_____
Date of Signature

_____
Print Name & Title of Representative

xvii. Subrecipient Monitoring Checklist

GRANT MONITORING GUIDELINES	Date Report Completed:	FTA Grant No.:
Project Name:	Subrecipient Name:	
Project Description:	Capital/Operating/Mobility Management:	
Project Duration:	Date Subrecipient Agreement Executed:	

Topic Area	Yes	No	N/A	Recommdations/Comments
A. Program Operation				
1. Is the project progressing on schedule				
2. Is the project functioning as described in agreement?				
3. Has there been a change in Primary Contacts?				
4. Do Progress Reports describe project activities?				
5. Is data provided to support project goals/outcomes?				
6. Is compliance with required training documented'				
7. Is subrecipient involved in lobbying activities?				
8. Have all *Special Conditions* of the agreement been met?				
9. Is there evidence of a change in project scope?				
B. Budget				
1. Will Project meet Budget Time Frame? If not, why?				
2. Have Budget Adjustments been needed?				
3. Do expenses have supporting documentation?				
C. Personnel				
1. Are there Job Descriptions for ALL Grant-Funde Positions?				
2. Are Time Sheets Maintained for ALL Grant employees?				
D. Travel				
1. Is Travel Documented by Date, Distance, Locations, Purpose & Rates?				
2. Is mileage reimbursement paid at the State rate or Less?				
E. Supplies/Operating Expenses				
1. Have these been purchased according to budget?				
F. Equipment				
1. Has approved equipment been purchased?				
2. Was competitive bidding used to obtain equipment?				
3. Is equipment being used appropriately?				
4. Does grantee have current property control record on file?				
5. Does agency have physical inventory control procedures?				
6. Does agency have a maintenance program in place?				
G. Reports				
1. Are ALL required reports on file with Recipient?				
a. Financial Report				
b. Progress Report				
c. Annual Progress Report				

H. Professional and Contractual Services				
1. Have all contracts been received PRIOR execution and Approval?				
2. Does Contract outline work to be performed and does it comply with Program Objectives?				
3. Was copy of RFP & List of Bidders provided?				
4. Was competitive bidding used, is approval on file?				
5. If Sole Source used, is approval on file?				
6. Is "Contractor" making regular & Accurate Billing?				
I. Federal Regulations				
1. Does subrecipient have a Title VI Program in place?				
2. Does Agency have a policy on how to handle discrimination complaints from employees and agency beneficiaries?				
3. Have there been any discrimination complaints within the past 3 years?				
4. Is subrecipient suspended/debarred from participation?				
5. Does subrecipient maintain a drug-free workplace?				
6. Are DBE requirements included in documents?				
7. Are vehicles ADA compliant?				
J. Specific Issues				
1.				
2.				
K. Summary Information				

Chapter 2, Article IV, Division 2, Sections 2-189 – 2-220 are Reserved.

This Ordinance shall become effective upon its adoption and approval.

ADOPTED this the _____ day of _____, 2015.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2015.

_____
Mayor of the City of
Huntsville, Alabama