



Carson City Public Works
CAMPO Policies and Procedures
Effective date: December 12, 2007
Revised: November 13, 2024

CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

POLICIES AND PROCEDURES

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1 Policies and Procedures

1.1 Purpose

These policies and procedures are intended to provide policies and guidelines for the ongoing operation of the Carson Area Metropolitan Planning Organization (CAMPO). The unique nature of CAMPO and the derivation of authority found in Federal regulation, interlocal agreements and authority delegated by other agencies such as the Carson City Board of Supervisors, the Regional Transportation Commission or other governmental agencies, suggest that a set of procedures needs to be in place to guide the exercise of authority and operation of CAMPO.

The policies included in this document are intended to serve as flexible working guidelines to assist in the day-to-day operation of CAMPO and to assist the members of the governing body in administering the affairs of this special purpose organization.

Policies that may be approved by CAMPO are subordinate to Federal regulation, State law or City/County ordinance that may require specific approval process or action. Any Federal regulation related to public notice or involvement, process and approval, etc., will be considered primary and will not be reduced or in any way replaced or supplanted by these policies and procedures.

It is expected that the policies and procedures may be expanded or modified to include circumstances that arise from time to time and amendments of these policies may be necessary to reflect the activities of CAMPO. Amendments to these policies will only occur as defined in the approval process delineated below.

1.2 Approval and amendment

These policies are to be approved by CAMPO by majority vote as provided elsewhere in this document. Since the flexibility needed to operate an agency such as CAMPO will require timely action, the policies and procedures may be approved and amended in the normal course of business providing statutory agenda posting and required majority vote authorizing such change.

2 Composition of CAMPO

2.1 Authority for creation of CAMPO

Carson City has been identified by the United States Department of Commerce, Bureau of the Census as a qualifying urbanized area for Census 2000. The official determination was published in the Federal Register on May 1, 2002¹. Codified Federal Regulation (CFR) requires the designation of a Metropolitan Planning Organization (MPO)² for each urbanized area and implementation of a "...continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals."

The designation was confirmed by the Governor of the State of Nevada on February 26, 2003. A copy of the letter of designation is included in Appendix A.

An Interlocal Agreement has been executed by CAMPO, the Regional Transportation Commission (RTC) and the Carson City Board of Supervisors that further details the duties and responsibilities of the respective parties in the planning and implementation of transportation services.

2.2 Appointing authority and appointments

The CAMPO governing body will be composed of seven (7) members including the five (5) members of the Regional Transportation Commission of Carson City as appointed by the Carson City Board of Supervisors, one representative from Douglas County appointed by the Douglas County Commission, and one representative from Lyon County appointed by the Lyon County Board of Commissioners. A representative from the Nevada Department of Transportation also serves as an ex officio, non-voting member.

2.3 Term of members

Each member appointed by the respective appointing authority shall serve a term of two (2) years. Such term shall continue until the member is replaced by the appointing authority except that at the expiration of the two (2) year term or in the event of the resignation of a member, the appointing authority may renew the appointment for an additional two (2) year term or shall appoint a new member to complete the unexpired term of the member being replaced.

Except as otherwise provided by law or specifically authorized herein, no person shall serve on the CAMPO governing body for more than twelve (12) consecutive years, except for ex officio members. For a term of two (2) years or less, appointments of less than one (1) year made to fill an unexpired term shall not be considered as a full term. Appointments of one (1) year or more shall be considered a full term.

¹Federal Register/Volume 67, No. 84/Wednesday, May 1, 2002/Notices

²23 CFR 450.300 Metropolitan Transportation Planning and Programming

An incumbent who is made ineligible to serve a term by this provision may be reappointed for the term if no other qualified individual submits an application. This term limit shall go into effect for all current members upon approval of this policy dated November 13, 2024, retroactive to the start of their respective current terms.

2.4 Chairperson and Vice-Chairperson

Any voting member of the CAMPO governing body may serve as the Chairperson or Vice-Chairperson. The members of the governing body shall nominate and elect the Chairperson and Vice-Chairperson. The terms of the elected positions shall be one year and shall begin and end at the first regular meeting of each calendar year. There is no limit on the number of times a person may serve as Chairperson or Vice-Chairperson.

2.5 Attendance

In order to serve the best interests of CAMPO and to adequately carry out the responsibilities of CAMPO, members are expected to regularly attend meetings. If a voting member misses three consecutive meetings or four meetings in a six-month moving period, the member shall be considered non-responsive.

2.6 Member replacement

In the event a member fails to attend meetings as required in Section 2.5 of these policies and procedures, the sponsoring appointing authority will be notified in writing by the CAMPO Chairperson or the designated staff member and a request will be made for the appointment of a new member.

3 Meeting Requirements

3.1 Rules of Procedure

Roberts Rules of Procedure will be utilized as a basis for the orderly conduct of meetings of CAMPO. In the event of a dispute over procedural matters and where clarity in Roberts Rules of Order is not present, the dispute will be settled by a ruling of the chair.

3.2 Frequency

In order to conduct ongoing business affairs, CAMPO will meet on a monthly basis unless otherwise directed by the Chairperson or as otherwise may be provided in these policies and procedures.

3.3 Meeting agendas and matters for consideration

Any member of CAMPO may request inclusion of an item for discussion at any regularly scheduled meeting provided such request is made to the appropriate designated CAMPO staff person sufficiently in advance as to allow the incorporation of the item into the next regularly scheduled meeting agenda and the proposed agenda item is approved by the Chairperson.

3.4 Publishing agendas and public notice requirements

The agenda, special hearings, and consideration of any and all matters that are covered or included in the Nevada Open Meeting Law will be published as provided by Nevada Revised Statute, Carson City Ordinance and the adopted policies and procedures of CAMPO.

3.5 Postponement and rescheduling

If the CAMPO Board finds such monthly meetings unnecessary or in conflict with other special events, holidays or at times when achieving and maintaining a quorum will be unproductive, such meetings may be postponed or rescheduled. If the normal monthly meeting is postponed, rescheduled or will not be rescheduled until a later date, a public notice of such postponement or rescheduling will be posted in accordance with the Nevada Open Meeting Law.

3.6 Meeting quorum

In order to conduct business of CAMPO a quorum must be present. A quorum is defined as at least four (4) members of the duly appointed CAMPO membership. If the minimum number of members are not present, CAMPO may agree to take testimony or entertain presentation of information but no formal action or indication of future possible action may be expressed by any individual member or the members in attendance.

3.7 Majority required to act

In order for action to be taken by CAMPO, a quorum must be present and a minimum of four (4) affirmative votes will be required. No differentiation will be made as to whether those representing the quorum or those in attendance represent a particular appointing authority.

4 Coordination and Interaction

4.1 Authority delegated by others to CAMPO

In addition to the regulatory authority vested in CAMPO by Federal regulation, CAMPO has been authorized to exercise approval over the expenditure of funds provided by the Carson City Board of Supervisors including exercise of authority in the execution of tasks and activities related to the implementation of work activities authorized or budgeted by Carson City Board of Supervisors or CAMPO and to exercise such responsibilities as may from time to time be explicitly assigned by others.

4.2 Coordination with Member Units of Local Government

The nature of the respective transportation responsibilities assigned to CAMPO will require careful coordination. CAMPO will be responsible for the timely consideration, approval, and if necessary, submittal of the necessary grant documents that will be used to secure available grant financial support for the operation of public transit services by local government entities, provided required

information is provided by the other parties in a timely manner.

4.3 Coordination with other agencies

It is the stated objective of CAMPO to coordinate all transportation related activities with other interested agencies and jurisdictions. To the extent necessary, CAMPO will execute cooperative agreements detailing the respective responsibilities and coordination that will be followed. Currently, agreements have been structured to better define the respective responsibilities of each of the agencies involved in the activities of CAMPO and include:

- 4.3.1 Interlocal agreement with Washoe County Regional Transportation Commission specifying the respective responsibilities of each party.
- 4.3.2 Interlocal agreement with the Tahoe Metropolitan Planning Organization specifying the respective responsibilities for each party.
- 4.3.3 Cooperative agreement with the Nevada Department of Transportation specifying the respective duties and responsibilities of each party in the preparation and processing of various planning documents and other related tasks and activities.
- 4.3.4 Cooperative agreement with the Carson City RTC and the Carson City Board of Supervisors detailing the assignment of responsibilities to RTC and CAMPO for transportation planning and implementation in the region.
- 4.3.5 Sub-recipient agreements with Douglas County and Lyon County detailing the planning and financial responsibilities between CAMPO and the two counties.

5 CAMPO Staffing

5.1 Staffing and support activities

Staff support for CAMPO will be provided by the Carson City Public Works Department by arrangements with others including consultants or other authorized personnel. The responsible staff person for CAMPO will be the Carson City Transportation Manager or their designee. The Transportation Manager serves as the director, and accountable executive for the purposes of FTA program oversight and assurance, award execution, and administration.

5.2 CAMPO Advisory Workgroups

CAMPO Advisory Workgroups will be used on an as needed basis for significant updates to existing CAMPO documents or during the course of special planning studies. CAMPO staff will develop a recommended list of invitees relevant to a specific planning endeavor. The formation of an Advisory Workgroup will be non-binding in nature, whose purpose will be to offer technical guidance during the development of CAMPO planning studies. Representatives will be asked to meet through the duration of the plan development, including a public comment period after a final draft is submitted for approval by the CAMPO Board, if applicable.

6 Procurement

6.1 Federal Highway Administration (FHWA) RFP and RFQ Consultant Procurement

CAMPO will follow all federal and local requirements during the procurement of engineering, planning, management, administrative, or other licensed professional service contracts for FHWA-funded projects. This shall apply regardless of if CAMPO chooses to use the NDOT LPA process or be a direct recipient of federal funds. For contracts between \$0 and \$49,999, CAMPO staff will develop a Request For Qualifications (RFQ) to be sent to a minimum of three (3) consultants in accordance with the latest version of the Carson City Public Works Policy “LPA Contracts \$50,000 and Under”. Contracts over \$50,000 require a formal competitive procurement method as outlined in the Carson City Public Works Policy “LPA Contracts (Professional Services) \$50,000 & Up Policy & Procedure Effective date: 3/20/2023” including an advertised, sealed, bid process; evaluation of the submitted proposals; and negotiation of a standard form Carson City contract in full compliance with the accepted policy for consultant selection.

CAMPO staff shall annually consult with NDOT Local Public Agency staff on revisions or updates to federal causes and federal attachments for procurements and shall amend the previously stated policies as required with any new documents. General requirements for FHWA funded procurements are found in Appendix B. This appendix may be revised administratively by CAMPO staff for any changes to clauses or NDOT/FHWA requirements. In case of any conflict between Appendix B and some other provision of CAMPO’s policies and procedures, including but not limited to Sections 6.2 and 6.3, Appendix B shall govern for all FHWA funded projects, unless the provision conflicting with Appendix B sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. Similarly, if Appendix B conflicts with some other Carson City policy, Appendix B shall govern for all FHWA funded projects, unless the provision conflicting with Appendix B sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern.

6.2 Federal Transit Administration (FTA) Procurement

The requirements for procurements on FTA-funded projects are found in Appendix C. In case of any conflict between Appendix C and some other provision of CAMPO’s policies and procedures, including but not limited to Sections 6.1 and 6.3, Appendix C shall govern for all FTA funded projects, unless the provision conflicting with Appendix C sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. Similarly, if Appendix C conflicts with some other Carson City policy, Appendix C shall govern for all FTA funded projects, unless the provision conflicting with Appendix C sets forth more restrictive procurement procedures, in which case the more restrictive procurement procedures shall govern. In cases where both FHWA and FTA are used, CAMPO staff shall review procurement attachments and include the more restrictive processes, clauses, and forms. In some cases, both sets of procurement documents may be required.

CAMPO staff shall annually review the *FTA Master Agreement*, 2 CFR §200, and the latest *Comprehensive Review Contractors’ Manual* to confirm the inclusion of all FTA-required third-

party contract clauses through the use of a clause checklist or other mechanism. Standard FTA federal clauses and associated forms (incorporated into this policy by reference in Appendix C) shall be revised accordingly. Appendix C includes a clause matrix listing the current required clauses. This matrix may be revised administratively by CAMPO staff for any changes to clauses.

6.3 Exemptions from consultant selection procedures

Any contract: requiring a specialized expertise or product that is not readily available in the regional area, that cannot be delayed by a competitive solicitation due to public emergency, or resulting in the determination of inadequate competition after solicitation of a number of sources may be subject to a sole source selection and assignment provided sole source selection and assignment is approved in advance by the funding agency or the agency's representative. Any contract selection estimated to have a value of less than \$25,000 may be subject to a sole source evaluation and assignment provided sole source selection and assignment is approved in advance by the funding agency. Prior to requesting such approval, a Request for Qualification must be issued to the identified source and the Statement of Qualifications must be included in the request for sole source assignment.

7 Plan Development Procedures

Any amendments or updates to the documents listed below will be subject to the CAMPO Public Participation Plan.

7.1 Unified Planning Work Program

As detailed in 23 CFR §450.308, CAMPO shall develop an annual Unified Planning Work Program (UPWP) that includes a discussion of the planning priorities of the metropolitan planning area. The UPWP shall identify work proposed for the next one-year period by major activity and task. Each activity listed in the UPWP must indicate who will do the work, the schedule for completing the work, the resulting product, the proposed funding, and a summary of total amounts and sources of Federal and matching funds. CAMPO will follow the fiscal year beginning July 1 and ending June 30.

7.2 Regional Transportation Plan

The Regional Transportation Plan (RTP) must be approved by CAMPO and will include at least a twenty-year (20-year) planning horizon and both long- and short-range strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The plan will be updated a minimum every five (5) years to insure consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period. In addition, the plan shall include all components and elements included in 23 CFR §450.322.

7.3 Transportation Improvement Program

A Transportation Improvement Program (TIP) must be approved by CAMPO and will be updated

at minimum every four (4) years as detailed in 23 CFR §450.324. Amendments or administrative modifications may be made as necessary to the TIP.

7.4 Public Participation Plan

CAMPO will develop a Public Participation Plan (PPP) which will be used as a model for soliciting public participation during the update of the UPWP, RTP, TIP or special planning studies. The PPP will be reviewed annually and updated as warranted.

GLOSSARY

Administrative modification means a minor revision to a long-range metropolitan transportation plan or Transportation Improvement Program (TIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require CAMPO Board approval, public review and comment, or a redemonstration of fiscal constraint.

Amendment means a revision to a long-range metropolitan transportation plan or TIP that involves a major change to a project included in a long-range metropolitan transportation plan or TIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope. Changes to projects that are included for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment or redemonstration of fiscal constraint.

Metropolitan planning area means the geographic area in which the metropolitan transportation planning process required by 23 U.S.C. 134 and section 8 of the Federal Transit Act must be carried out.

Metropolitan Planning Organization (MPO) means the forum for cooperative transportation decision making for the metropolitan planning area.

Regional Transportation Plan (RTP) means the long-range transportation plan for the region composed of a series of transportation elements conforming to the requirements of State and Federal regulations and sometimes referred to as the Metropolitan Transportation Plan. Per Federal requirements, the RTP must have a 20-year planning horizon and be updated at minimum every five (5) years.

State Implementation Plan (SIP) means the portion (or portions) of an applicable implementation plan approved or promulgated, or the most recent revision thereof, under applicable sections of the Clean Air Act. (Note: Carson City is not currently subject to these requirements but the definition is provided to draw a distinction between the SIP and the Statewide Transportation Improvement Program sometimes referred to as the STIP)

Statewide Transportation Improvement Program (STIP) means a staged multi-year, statewide intermodal program of transportation projects which is consistent with the Statewide Transportation Plan and planning processes and metropolitan plans, TIPs and processes. The Nevada Department of Transportation (NDOT) is required to include, without change, all projects listed in the Metropolitan Planning Organization's (MPO) approved Regional Transportation Improvement Program (RTIP).

Statewide Transportation Plan (STP) means the official statewide, intermodal transportation plan that is developed through the statewide transportation planning process.

Transportation Improvement Program (TIP) means a staged, multiyear, intermodal program of transportation projects which is consistent with the metropolitan transportation plan. The TIP must be updated at a minimum of every four (4) years.

Simplified Statement means a plan to accomplish transportation planning activities by the MPO that clearly defines who will be responsible for the planning work and what is to be accomplished. The Simplified Statement takes the place of the Unified Planning Work Program that is required of areas over 200,000 in population.

Unified Planning Work Program (UPWP) documents planning activities that are planned to be accomplished during a program year with funds provided under title 23 U.S.C. and the Federal Transit Act.

APPENDIX A
Designation of CAMPO



KENNY C. GUINN
Governor

OFFICE OF THE GOVERNOR

February 26, 2003

Mr. Bill Kappus
Acting Division Administrator
Federal Highway Administration
705 North Plaza Street, Suite 220
Carson City, NV 89701

Dear Mr. Kappus:

In accordance with the provisions of Title 23, Section 134 of the United States Code, the State of Nevada does hereby appoint and designate the Carson Area Metropolitan Planning Organization as the metropolitan planning organization for the Carson City urbanized area. Your acknowledgement of the agency's status is hereby requested.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenny C. Guinn".

KENNY C. GUINN
Governor

JF/lf

Cc: Jeff Fontaine, Interim Director, NDOT

APPENDIX B – FHWA Procurement Processes

The following Appendix summarizes the required attachments, clauses, and forms associated with FHWA/NDOT LPA funded projects with FHWA funding of any type (STBG, CPG, TAP, etc.), as required, and in compliance with 2 CFR 200.318 through 200.326. CAMPO staff will use the following clauses and contract provision matrix to identify the necessary documents to include in the procurement file. This is applicable to professional services projects for CAMPO and RTC. CAMPO uses Carson City’s Procurement and Grant’s policy to supplement procurement activities. This appendix may be administratively amended to ensure compliance with the latest FHWA requirements. Please refer to the following two policies for procedures associated with LPA professional services contracts.

- Carson City Public Works Policy - LPA Contracts \$50,000 and Under, Effective date: 10/17/2017 (for procurement with an estimated cost of \$0 to \$49,999)
- Carson City Public Works Policy - LPA Contracts (Professional Services) \$50,000 & Up Policy & Procedure, Effective date: 3/20/2023 (for procurements with an estimated cost of \$50,000 and greater)

Professional Services Required Clauses and Contract Provisions for NDOT/FHWA Funded Projects

Attachment	Provision	Less than \$50,000	Greater than or Equal to \$50,000
A	Contract Template	Yes	Yes
B	General Clauses: <ul style="list-style-type: none"> - Obligation of Performance - Access to Information - Agreement to Sign Forms - Records Retention - Payment to Subcontractors - Conflict of Interest - Surplus Property - Value Engineering - DBE - EEO - Right to Inventions - Clear Air Act - Solid Waste Disposal Act - Prohibition on Telecommunications - Telecommunication Costs 	Yes	Yes
B	Byrd Anti-Lobbying		Yes
B	Required LPA Contract Provisions	Yes	Yes
B	Title VI Assurances: <ul style="list-style-type: none"> - Appendix A - Appendix E 	Yes	Yes

B	Certification for Debarment and Suspension	Yes	Yes
B	Delinquent Tax Liability clauses and form		Yes
B	Safe Operation of a Motor Vehicle: - Texting while driving - Seat belt use	Yes	Yes
B	Other grant specific clauses	TBD	TBD
D	DBE / SBE Requirements and forms		Yes – If DBE Goal

Professional Services Required Forms (Attachment C) for NDOT/FHWA Funded Projects

Attachment	Form Title	Less than \$50,000	Greater than or Equal to \$50,000
C	UEI	Yes	Yes
C	Restrictions on Lobbying	Yes	Yes
C	Suspension or Debarment	Yes	Yes
C	Conflict of Interest Disclosure	Yes	Yes
C	Statement of Non-Collusion	Yes	Yes
C	Disclosure of Interests	Yes	Yes
C	Federal Tax Delinquency		Yes

APPENDIX C – FTA Procurement Processes

The following Appendix includes requirements, clauses, forms, and associated procedures to be used for all FTA procurements, as needed, in compliance with 2 CFR 200.318 through 200.326. CAMPO staff will use the Procurement Checklist and Contract Clause Matrix to identify the necessary documents to include in the procurement file.

CAMPO uses Carson City's Procurement and Grant's policy to supplement procurement activities. Templates have been established for RFPs, RFQs, micro purchases, small purchases, and formal bids meeting federal requirements. All procurements must include a clear and accurate description of the technical requirements for the material, product, or service to be procured. This must be outlined in the scope of work and associated proposal or bid documents. Furthermore, all procurements must identify all requirements which the offerors (consultants or contractors) must fulfill and all other factors to be used in evaluating bids or proposals. As an example, this includes requirements related to evaluation criteria and scoring on procurements for professional services, or the award to a low bidder on construction contracts.

Definition of Terms

Project Manager:

The Project Manager is the person responsible for the day-to-day management and oversight of a project. They are in responsible charge of the project.

Contract Administrator:

The Contract Administrator is the person responsible for the distribution, management, and collection of formal bids and procurement solicitations.

Document Controller:

The Document Controller is the person responsible for the management, compilation, review, and distribution of project files and documents. They are responsible for ensuring documents are tracked and saved into the project record.

Senior Manager:

The Senior Manager is the person responsible for the program of projects. The Senior Manager may be the Public Works Director, Deputy Public Works Director, CAMPO/City Transportation Manager, or City Engineer depending on the approvals required.

Micro-Purchase Procedures:

The current Micro-purchase Threshold is \$10,000. Purchases under this threshold do not require solicitation of price quotes or RFP/RFQ/IFB. If a change order increases the purchase/contract above \$10,000, the procurement steps consistent with the appropriate purchasing threshold must be followed (Cost Analysis/ICE, etc.) for those additional costs above \$10,000

Simplified Acquisition:

Current threshold is \$150,000 as of 9/23/2021. Any purchases/contracts below \$150,000 DO NOT require an RFP/RFQ/IFB, but DO require Carson City to solicit price quotes from "an adequate number" of (typically three) qualified sources. If a change order pushes the purchase/contract above \$150,000, the contract must be updated with all necessary clauses (Buy America,

debarment/suspension, etc.).

Rolling Stock Procurements – Joint Procurements and “Piggybacking”:

Any procurements that “piggyback” off of a larger procurement (state-schedule purchases, etc.) will still need to include proper documentation including original cost analysis/ICE performed by original Procurement agency as well as cost analysis/ICE performed by CAMPO. Additional reference information can be found in the FTA’s *Best Practices Procurement & Lessons Learned Manual*.

1. Documentation of Procurement History and Checklist

The following procedure and associated checklist have been established in order for CAMPO to keep adequate records related to each and every FTA procurement.

Procedures:

The Procurement History/Checklist is a living document intended to be used and updated throughout the duration of project procurement activities and to guide the project team with compliance with the Federal Codes and Regulations. Multiple copies should be saved in the project folder as the project progresses. The following bullets summarize the typical actions and steps associated with documenting a project's procurement history and completing the checklist.

- A blank checklist shall be placed in each project folder upon establishment of a project number by the Document Controller.
- The Project Manager, who is responsible for development of the procurement documents, shall be responsible for the initiation and completion of the checklist.
- The project checklist shall be reviewed and updated at each phase of the procurement. At a minimum, the checklist shall be reviewed:
 - o Upon creation of the procurement documents
 - o Prior to bidding/solicitation
 - o Upon receipt of the procurement documents from the consultant/contractor
 - o At award/execution of the contract
 - o At project closeout
- At project closeout, the Document Controller shall sign and save the Procurement History/Checklist in the project file alongside all other procurement documents.

Procurement History/Checklist

1. Solicitation Type (BID/RFP/RFQ/IFB/Informal Quotes [2 CFR 200.320]) _____
 2. ☐ Independent Cost Estimate (ICE) completed (as applicable)
 3. ☐ Sole Source Justification (if applicable)
 4. Solicitation Documents
 - ☐ Instruction to Bidders or RFQ Solicitation ☐ Title VI Language
 - ☐ Min Insurance Requirements ☐ UEI # Form ☐ Sample Contract/Purchase Order
 - ☐ Protest Policy Attachment
 - ☐ Bid Submission Forms (if applicable) ☐ Scope of Work ☐ Other: _____
 5. Required Forms and Clauses – FTA Procurement Clauses (as applicable by procurement type)
 - ☐ FTA Attachments and Matrix Checklist ☐ Carson City Non-Collusion
 - ☐ Lobbying Form ☐ Debarment Clause / Forms ☐ Buy America Forms
 - ☐ Conflict of Interest/Non-Disclosure ☐ SAM.gov (print out results)
 - ☐ Public Records Requests ☐ DBE Forms / Goal (if applicable) (2 CFR 200.321)
 6. ☐ Verify that FTA Attachments have been reviewed within the past 12-months
 7. ☐ Advertisement Notices (3-Week min) Date Posted: _____
 8. ☐ Pre-Proposal Meeting Documents (if applicable)
 9. ☐ Bid Opening (Date) _____ ☐ Sign in for paper bids/construction
 10. ☐ Price Analysis and Reasonableness (2 CFR 200.323)
 11. ☐ Evaluations
 12. ☐ Determination of Responsiveness - *Check if determined to be responsive and do form*
 13. ☐ Unsuccessful Proposals
 14. ☐ Rejection Letters
 15. ☐ Negotiations
 16. ☐ Awarded Bid/Proposal ☐ Bonds (2 CFR 200.325)
 17. ☐ Board Staff Reports (Approvals and Awards): Board or Commission _____
 18. ☐ Executed Contract ☐ Notice to Proceed (Date) _____
 19. ☐ Kick-off or Pre-Construction Meeting. Date: _____
 20. ☐ Contractual Correspondence (Pre and Post award)
 21. ☐ Purchase Order(s) / Invoices / Releases / Certified Payrolls
 22. ☐ Change Orders/Options/Amendments (if applicable)
 23. ☐ Final Job Walk (sign-in sheets)
 24. ☐ Closeout Forms and Letters
 25. ☐ Miscellaneous (Describe) _____
 26. ☐ Completed Procurement History/Checklist – *Check when checklist is complete*
- Form completed and reviewed by:

Project Manager_____
Document Controller_____
Date_____
Date

Note: This checklist shall be saved in the project file alongside the executed contract.

2. Contract Clause Matrix

The Contract Clause Matrix below provides a summary of the required forms by FTA funded procurement type and value threshold. Different types of FTA procurements require different sets of clauses. CAMPO/RTC has created different procurement attachments for FTA projects, collectively titled and referred to as Procurement Attachments for FTA Projects (“FTA Attachments”) and incorporated into this policy by reference. Refer to 2 CFR 200.326 for additional background. Specific clauses for each of the provisions in the matrix below must be included with each procurement. FTA Attachments have been developed for the following procurement types:

- Contract Operator
- Rolling Stock greater than \$100k
- Contracted services greater than \$100k
- Contracted services between \$10k than \$100k
- Contracted services less than \$10k

The latest versions are stored on the Transportation Share Drive, in the Admin folder. Staff shall consult the *FTA Master Agreement*, 2 CFR §200, and the latest *Comprehensive Review Contractors’ Manual* to confirm the inclusion of all FTA-required third- party contract clauses in the FTA Attachments. The below matrix may be modified administratively to ensure inclusion of FTA’s current requirements.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES
AS MODIFIED BY CAMPO

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management Clause ()	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All (I)	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All (II)	All	All	All
US DOT Inspector General – False Claims Act, 31 USC 3729	All	All (II)	All	All	All
Access to Third Party Contract Records	All	All (III)	All	All	All
Changes to Federal Requirements	All	All (IV)	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies. (V)	>\$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 (VI)	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All (VII)	All	All	All
Incorporation of FTA Terms	All	All (VIII)	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services	All	All (IX)	All	All	All
Energy Conservation	All	All (XVI)	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000 (X)	>\$25,000	>\$25,000	>\$25,000
Buy America and BABA			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000 (XII)	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000 (XIII)	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000 (XIV)	>\$100,000	>\$100,000	>\$100,000

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
Clean Water	>\$100,000	>\$100,000 (XV)	>\$100,000	>\$100,000	>\$100,000
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.
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (XVII)	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Operations (XVIII)			
Charter Service Operations		All (XIX)			
School Bus Operations		All (XX)			
Drug Use and Testing		Operations (XXI)			
Alcohol Misuse and Testing		Operations (XXI)			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Procurement of Recovered / Recycled Products		EPA-selected items \$10,000 or more annually. (XXII)		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All (XXIII)	All	All	All
Veterans Employment	All	All (XXIV)	All	All	All
Safe Operations of Motor Vehicle	All	All (XXV)	All	All	All

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
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
CAMPO/RTC Privacy Clause		All (XXVI)			
Right to Protect Notice	All	All (XXVII)	All	All	All

3. Independent Cost Estimate Procedures

Before issuing a solicitation of any type, except for micro-purchases, CAMPO must develop an independent cost estimate (ICE) of the proper price and cost levels for the products or services to be purchased. Independent means costs obtained from a party other than the selected vendor or contractor. The Engineer's Estimate may serve as the Independent Cost Estimate and can be attached to this form. If multiple items are being procured, one form is need for each procurement item.

Independent Cost Estimate

(To be used for all procurements except micro-purchases)

Need one form for each item being procured as required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

ITEM BEING PROCURED _____

PROJECT AUTHORIZATION _____

COST ESTIMATE _____

Estimate was obtained using the following process:

☐

Published price list (e.g., catalogs).

☐

Past pricing (include previous purchase date for similar item): _____

☐

Engineering or technical estimate.

☐

Item is a standard commercial item sold in the open marketplace.

☐

Analysis of price components against current published standards, such as labor rate, cost per unit, etc.

☐

For buses only, State or other cooperative vehicle purchasing program

☐

Other (please describe) _____

SIGNATURE	TITLE	DATE
-----------	-------	------

5. Sole Source Justification Procedures

This section pertains to the justification of Sole Source Procurements. CAMPO Staff must justify and document circumstances where sole source procurements are needed (FTA Circular 4220.1F, Chapter VI, Section 3). The justification needed is simply a memorandum, saved in the project file, that explains the rationale for the procurement falling into one of the listed circumstances. The memo should be signed by the Project Manager and the CAMPO Manager who can certify to the relevant facts. Other applicable approval signatures should appear on the memo or be attached. The memorandum shall be completed prior to award of the procurement contract.

FTA permits use of Federal funds for sole source procurements if at least one of the following circumstances is present:

- The item is available only from a single source. Unique capability or availability must be definitively established.
- Single bid or single proposal. After solicitation of a number of sources, competition is determined inadequate. If the recipient is satisfied about the bidding environment and the reasons why it only received one bid, it can negotiate a sole source contract to arrive at a reasonably priced contract.
- The public exigency or emergency for the procurement will not permit a delay resulting from competitive solicitation. Health and safety issues may be an adequate basis for a public exigency or emergency.
- When the agency's need for the supplies or services is of such an unusual or compelling urgency that the agency would be seriously injured unless sole source procurements were utilized.
- Authorized by FTA or the pass-through entity, in response to a written request by the recipient. In cases where the FTA has authorized the non-competitive procurement, the request for FTA approval, and FTA's response, should be saved together in the project file.

Procedures:

- In cases where sole source procurements may be considered, the Project Manager shall complete the Sole Source Justification Memorandum and provide appropriate documentation as required, including preparation of a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the material or item costs.
- The Project Manager will submit the form and all backup documentation to the Senior Manager for review and approval.
- Upon approval, the Project Manager will save the form in the project file.
- The Document Controller will ensure that the form has been completed and saved in the project file prior to award and will utilize the checklist to verify and document its completion.

Sole Source Justification Memorandum

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).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ The need for the supplies or services is of such an unusual or compelling urgency (documentation of usual circumstances and urgency is attached).

_____ The item is an associated capital maintenance grant 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)

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

Comments:

_____ Independent Estimate and Cost Analysis are attached.

Project Manager

Senior Manager

Date

Date

6. FTA DBE Race Neutral Goal Form

Project Managers will need to include the following form in the initial bid documents for both advertised bids and RFPs. DBE clauses have been included in the FTA Attachments, but the DBE goal must be reviewed to ensure current goal is listed (goal changes every three years). Since CAMPO has adopted a Race Neutral goal, contracts are required to use of DBE firms, but the use of DBEs is encouraged. Project Managers must coordinate with Transportation staff to encourage DBE firm use within the initial bid documents and at pre-bid conferences. This includes announcing CAMPO's current DBE goal of 1.43%. If the prime is a DBE or the prime is using DBE firms, staff needs to ensure the form is completed to measure DBE goal attainment. This form will double as a monitoring form for staff to monitor DBE firm participation once the project is underway. This form has "office use only" areas and will be used to document site visit observations. If DBE Goals are consistently not met, the use of DBEs and this form may be required.

Use of this form is superseded when other organizations have more stringent DBE requirements. Examples would be a NDOT LPA project or the Costco Intertie project, which used the State Revolving Fund Loans that stem from the Environmental Protection Agency. In both cases, NDOT and EPA have more stringent DBE requirements, and therefore CAMPO's DBE Program would no longer apply. Hence, the form and monitoring efforts described in this policy are not required.

Under the Race Neutral DBE goal format, CAMPO is not able to require a contract specific DBE goal. This means bidders are not required to submit Good Faith Effort documentation. However, if CAMPO is unsuccessful in meeting the Race Neutral goal, Federal regulations require completion of a disparity study and adoption of a Race Conscious goal, which requires contract specific goals for each project. Therefore, it is in everyone's best interest to strongly encourage the use of DBE firms and to require completion of this form to track DBE goal attainment.

FTA DBE Race Neutral Goal Form – Current Goal is 1.43% (2022-2025)

Office Use Only: Contract #: _____

****Disadvantaged Business Enterprise (DBE) Race Neutral Goal 1.43%****

To be filled out by contractor:

Title of Project: _____ **Advertise Bid #:** _____

Base Bid / Proposal Amount: \$ _____

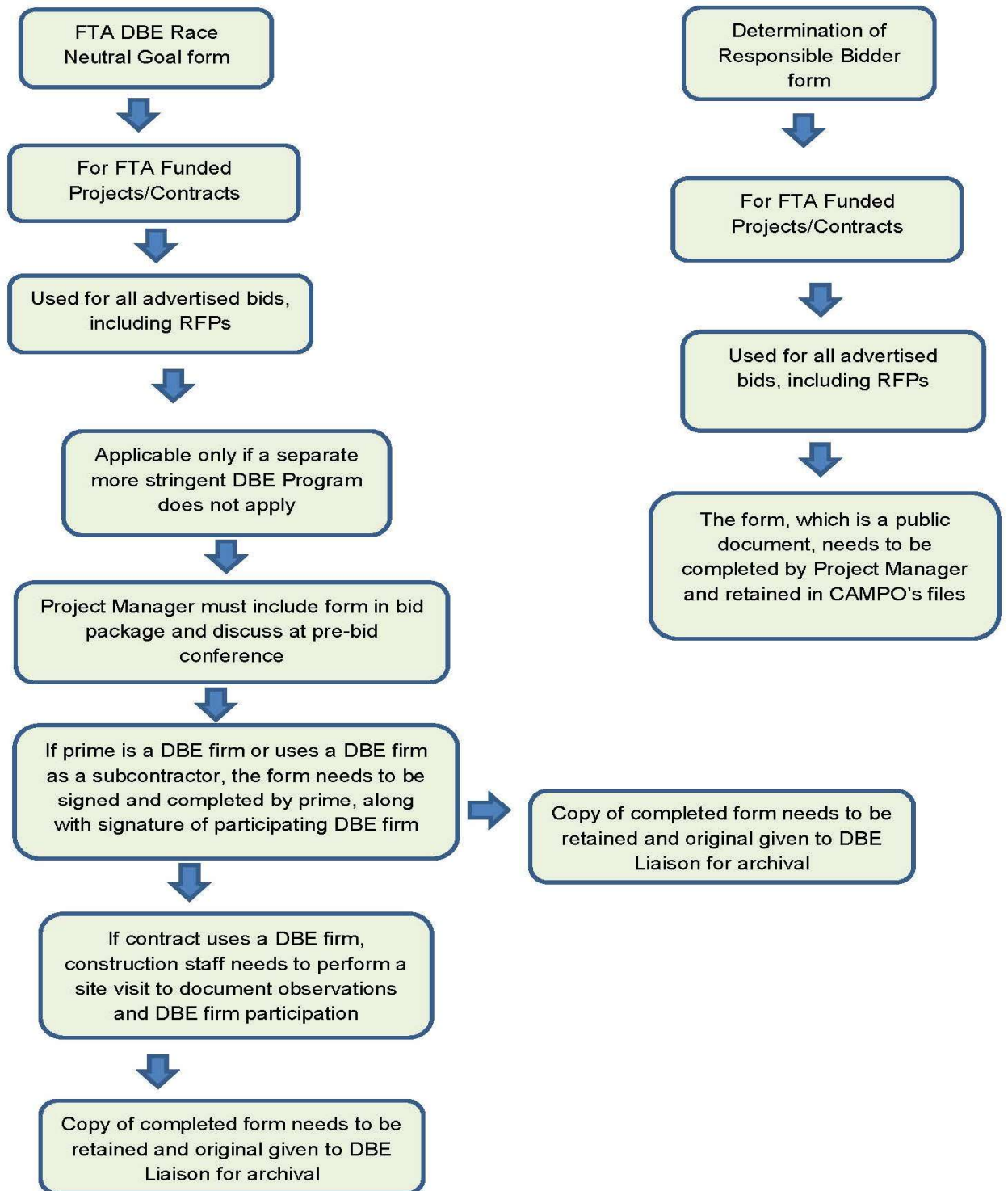
Contractor's Signature **Date**

DBE Firm Name _____
Confirmation of DBE Participation _____ <small>(signature can be obtained after bid award is determined)</small>
% of Base Bid: _____% Approximate Amount of DBE's Portion: \$ _____
Firm Address: _____
DBE Certification # & Expiration: _____
Contact Person: _____ Phone #: _____
Scope of work: _____

Duplicate Form for Additional DBE Firms

Office Use Only
Site Monitor: _____ Site Visit Date (s): _____
DBE Certification Verified: Yes or No
1. Does it appear the DBE firm is performing the work specified? Yes _____ No _____
2. Does it appear the DBE contractor is managing their portion of the project & using their employees? Yes _____ No _____
3. Does it appear the DBE contractor is providing the equipment for their items of work? Yes _____ No _____

DBE Flow Chart for Reference



6. Lobbying Procedures

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I). These procedures and forms are required for contracts over \$100,000.

Procedures:

- Language related to Lobbying shall be included in the bid/RFQ attachments for all contracts over \$100,000. The language has been incorporated into the FTA Attachments.
- The Lobbying Form shall be used for all bids, procurements and purchases over \$100,000 and must be included in the procurement package.
- The Project Manager will include this form with the final procurement package and mark the box in the checklist as completed once added.
- The Document Controller will review the final procurement package checking for this form.
- Upon receive of the bid and procurement documents, the Contract Administrator verifies that the form has been included.
- A contract will not be awarded without completion of this form.

Lobbying Form
For contracts over \$100,000
31 U.S.C. 1352
2 CFR Part 200 Appendix II (I) 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date

Print Name of Authorized Official

Title

Signature of Authorized Official

Company Name

Company Address

7. Debarment, Suspension, Ineligibility, and Voluntary Exclusion Procedures

The language and associated form for Debarment, Suspension, Ineligibility, and Voluntary Exclusion in the following document is required for all procurements greater than \$25,000 and has been incorporated into the FTA Attachments To be deemed responsible, a prospective contractor must be neither debarred nor suspended from Federal programs under DOT regulations, “Non-procurement Suspension and Debarment”, 2 CFR parts 180 and 1200, or under the FAR at 48 CFR part 9, subpart 9.4. CAMPO must possess or obtain information sufficient to satisfy itself that a prospective contractor meets the applicable standards and requirements for responsibility either through self-investigation or certification by the contractor

Procedures:

- The Project Manager and Document Control Manager ensure Debarment, Suspension, Ineligibility, and Voluntary Exclusion Requirement clauses and associated form is added to the procurement package.
- The Document Controller will review the final procurement package checking for these clauses and form.
- Upon receiving the procurement documents, the Project Manager and Contract Administrator verifies that the contractor (and sub-contractors) meets the applicable standards of responsibility, has submitted the form, and marks the box in the checklist as completed.
- A contract will not be awarded to non-responsible contractors.

**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Form
(Contracts over \$25,000)**

The contractor certifies, that neither it nor its “principals” as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date

Print Name of Authorized Official

Title

Signature of Authorized Official

Company Name

Company Address

8. Right to Protest Clause

The following Clause shall be included in all procurement documents either as part of the FTA Attachments or as a separate attachment:

Attachment **XX** **Protest Procedures for FTA-Assisted Procurements**

In the event a Proposer believes certain actions or inactions on the part of City have been prejudicial to its position relative to the proposal, a protest may be filed. According to FTA Circular 4220.1F (Chapter VII), "The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, and protests of awards, disputes, and claims, using good administrative practices and sound business judgment. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern."

In all instances, City shall disclose information regarding protests to FTA via memorandum.

Proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. City will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City's Regional Transportation Commission (RTC) or Carson Area Metropolitan Planning Organization (CAMPO), as applicable, on the protest. City will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation:

All protests lodged by potential or actual bidders must be made in writing and contain the following information:

- Name, address, and telephone number of the protester.
- Identification of the solicitation or contract number and title.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue(s) to be resolved and statement of what relief is requested.
- Argument and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Proposal process. In the case of Requests for Proposals, the Transit Coordinator shall direct the protester to mail or deliver the protest to relevant parties.

Mail or hand-deliver the protest to:

Carol Akers, Purchasing and Contracts Administrator
City Hall – Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

Faxed or e-mailed protests will not be accepted.

City will respond, in written detail, with counterclaims to each substantive issue raised in the protest. City will also perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the legal positions of the contractor, City, and FTA.

City has the authority to render the final determination regarding the protest. Any determination rendered by City will be final. The Federal Transit Administration will entertain appeals only in cases stated below in "Appeals."

Pre-Solicitation Phase Protest - A Pre-Solicitation Phase Protest must be received in writing by City a minimum of five (5) full working days prior to the proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the City, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) working days from the time the protest is received, City will notify all that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those whose proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Pre-Award Protest – Protests may be lodged after the Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) working days from the time the protest is received, City will notify all Proposers that a protest has been lodged and the nature of the protest. City will respond to the protest in writing within five (5) working days from the time the protest was received. If City decides to withhold the award pending the resolution of the protest, City may request a time extension for award acceptance from those Proposers whose proposals might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

City will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless City determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to City or the Federal Government.

City will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

Post-Award Protest – City will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by Proposers. Upon receipt of a protest, City shall notify the Proposer awarded the contract. City will render a determination to proceed with the contract

or suspend the project until the protest is resolved. City will respond to the protest in writing within five (5) working days after receipt of the protest.

Appeals - City has the authority to settle any dispute and resolve the protest. City may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the RTC or the CAMPO, as applicable, within three (3) working days after City issues a final decision. The RTC/CAMPO Chairperson will issue a decision within five (5) working days after receipt of the appeal. City may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s). The Protester has the right to appeal in writing to FTA if:

- The Protester has exhausted all administrative remedies with City, and
- City has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region IX Office within five (5) working days of the date the Protester knew or should have known of the violation.

Office of Program Management and Oversight
Federal Transit Administration Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

When the Protester sends an appeal to FTA, the Protester must also send a copy of the appeal to City within the same timeframe. In the event of a protest, City will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, City will grant an allowance for request for reconsideration.

Neither the City's Board of Supervisors, Regional Transportation Commission, CAMPO, nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a proposal, whether or not the person files a notice of protest pursuant hereto.

9. Buy America Procedure and Requirements

This section pertains to Buy America requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR part 661. Buy America Certifications shall be used for the procurement of steel, iron, or manufactured products and be included on Rolling Stock procurements \$150,000 and above only. The required Buy America clauses have been incorporated into the FTA Attachments.

Procedures:

- The Buy America Clause and Certification form shall be included for all bids and procurements except for micro-purchase procurements.
- The Project Manager will include the clause and form with the final procurement package and mark the box in the checklist as completed once added.
- The Document Controller will review the final procurement package checking for the clause and certification form.
- Upon receive of the bid and procurement documents, the Contract Administrator verifies that the form has been received.

Buy America Certification

FOR PROCUREMENT OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$150,000

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

If this contract or purchase order is valued in excess of \$150,000 and involves the procurement of buses, other rolling stock and associated equipment, the bidder or offeror hereby certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR part 661.11, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or USC 5323(j)(2)(D), and 49 CFR part 661.7.

☐ This contract or purchase order is valued greater than \$100,000, but less than \$150,000.

Date

Print Name of Authorized Official

Title

Signature of Authorized Official

Company Name

Company Address

Note: This Buy America certification must be submitted to Carson City, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating or planning funds.

10. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable based on the estimated project cost and contract clause matrix. Current versions of these have been incorporated into the FTA Attachments. (Refer to FTA Attachments) Below is an example of required provisions.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(L) Domestic preferences for procurements (Buy America / Build America).

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(M) Procurement of Recovered Materials, per 6002 of The Solid Waste Disposal Act, 2 CFR 200.323 Appendix II to Part 200.

(N) Notice to FTA and U.S. DOT Inspector General of information related to fraud, waste, abuse, or other legal matters.

(O) Seat Belt Use, per FTA Master Agreement Section 34 (a).

(P) Distracted Driving, per FTA Master Agreement Section 34 (b).

11. Responsibility Determination Procedures

This section pertains to Awards made to Responsible Contractors per the requirements of 49 USC 5325(j). CAMPO Staff must make adequate responsibility determinations prior to award of a contract over the micro-purchase threshold.

Procedures:

- The Responsibility Determination Form shall be used for all bids, procurements and purchases over the micro-purchase threshold, but is not included in the procurement package.
- Prior to making an award, the Contract Administrator, in consultation with the Project Manager, will complete this form as described for all submitted bids or proposals, the lowest, the highest, and all in between.
- The Project Manager will save the form in the project file.
- The Document Controller will ensure that the form has been completed and saved in the project file and will utilize the checklist to verify and document its completion.

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
1. Appropriate financial, equipment, facility, and personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
2. Ability to meet the delivery Schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
3. Satisfactory history of performance, facility, and personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
4. Satisfactory record of integrity, not on debarred or suspended listings.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
5. Receipt of all necessary data from Supplier, including license(s) per public Policy.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____

12. Price Analysis

A price analysis is needed to determine if the offers you received are fair and reasonable. The steps needed to complete a price analysis are included on the following form.

Price Analysis Form

ITEM BEING PROCURED _____

A price analysis is needed to determine if the offers you received are fair and reasonable. The most common way to make this determination is to compare the offers to your Independent Cost Estimate (ICE). You may need to conduct additional analysis if your ICE is not consistent with the offers received.

Step 1: Determine if the offered prices received are Fair and Reasonable by comparing to your Independent Cost Estimate (ICE).

Fill in the following matrix: (Use the ICE from your ICE form)

Independent Cost Estimate	Vender A Offered Price	Vendor B Offered Price	Vendor C Offered Price	Vendor D Offered Price

(Attach additional sheets if necessary)

If your ICE is consistent with the offered prices, proceed to Step 3. If not, complete Step 2 and Step 3. Sign and date this form and include in the project's procurement file.

Step 2: Determine if offer is fair and reasonable (complete either a or b below)

- a. Explain how the above numbers show that the price is fair and reasonable

- b. If you cannot use your ICE to determine if the price is fair and reasonable, additional explanation is required. Please indicate how you determined the price is fair and reasonable. Some accepted forms of price analysis techniques discussed in the *Pricing Guide for FTA Grantees* are:

1. Prices set by law or regulation (e.g., utility rates);
2. Established catalog prices;
3. Comparison to previous purchases;
4. Current published standards;
5. Established market prices.

Please indicate your technique:

_____ Prices are set by law or regulation. These are considered fair and reasonable. Grantees should acquire a copy of the rate schedules set by the applicable law or regulation to provide with the file. Once these schedules are obtained, verify that they apply to your situation and that you are being charged the correct price. For utility contracts, this policy applies only to prices prescribed by an effective, independent regulatory body.

_____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Provide documentation such as copies of the catalog pages, website screenshots, etc.) Established catalog prices require the following conditions:

- Established catalog prices exist.
- The items are commercial in nature.
- They are sold in substantial quantities.
- They are sold to the general public.

- _____ Comparison of proposed pricing with historical pricing from previous purchases of the same item. Changes in quantity, quality, delivery schedules, the economy, and inclusion of non-recurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed. Also ensure that the previous price was fair and reasonable. (Provide a copy of the previous purchase invoices or quotes.)
- _____ 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.)
- _____ Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If one cannot determine other commercial buyers and sellers, one may obtain this information from the offeror. (Provide documentation such as advertisements, catalog pages or invoices from other buyers and sellers.)
- _____ Other (provide explanation):

Step 3: Negotiation – Required for A & E procurements and may be appropriate for other RFP procurements

For RFP procurements – were negotiations conducted with the selected vendor?

☐

Yes

☐

No, If No, why not?

For all A & E and other RFP procurements that conducted negotiations, describe the negotiations that occurred.

NAME

SIGNATURE

TITLE

DATE