

**METRO RIDE
PROCUREMENT POLICY**

*Approved by
City of Wausau Transit Commission
February 18, 2021*

Purpose

Metro Ride has adopted this procurement policy in order to provide employees with uniform guidance in the purchase of supplies, equipment, services and property. Procedures in this policy are intended to conform to applicable federal law including 2 CFR Part 200, FTA C 4220.1F and the current FTA Master Agreement.

Goals

1. To encourage open and free competition to the greatest extent possible.
2. To make the most efficient use of Federal, State and local tax dollars by paying the optimum price for goods or services purchased. Optimum price may or may not mean the lowest price.
3. To ensure that all Metro Ride purchases are made in compliance with Federal, State and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.

Ethical Standards

1. All procurement shall comply with applicable Federal, State and local laws, regulations, policies and procedures.
2. Employees are not to engage in any procurement related activity that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, his business partner, or any organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
4. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
5. The structure, scope and specific activities to be performed in contracts shall be carefully reviewed by procurement officials to prevent real and apparent organizational conflicts of interest. An organizational conflict of interest would exist when the nature of the work to

be performed under a proposed contract may, without some restriction of future activities, result in unfair competitive advantage to the contractor, or impair the contractor's objectivity in performing the contract work.

6. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate needs of Metro Ride and to the extent possible, will not exclude or discriminate against any qualified contractors.
7. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them an advantage over other potential contractors.

General Policies

1. Internal purchasing procedures require centralized review of proposed procurements to avoid the purchase of unnecessary or duplicative items. The procedures also require that different employees process payments than those who do the ordering to avoid potential fraud or abuse in procurements.
2. Appropriate procedures will be maintained to ensure that awards are made only to contractors who possesses the ability to perform successfully under the terms and conditions of a given procurement. Project-specific contract administration arrangements will be made to see that the contractor performs in accordance with the terms, conditions, and specifications of the contract or purchase order. Verification of third-party contractor eligibility for participation in federally funded contracts shall be obtained from the System for Award Management (SAM). A screen print of the search shall be maintained in the procurement file.
3. Metro Ride shall follow the bid protest procedures included in this policy to handle and resolve protests relating to procurements.
4. Adequate records will be maintained to detail the history of significant procurements and a current inventory of all fixed assets will be maintained to ensure proper continuing control.
5. Metro Ride will participate, when possible, in federal, state, and local intergovernmental agreements for the procurement or use of common goods and services if such joint purchases are cost effective and meet Federal, State and local regulations.
6. When feasible, Metro Ride will use federal excess or surplus property instead of purchasing new equipment.
7. Metro Ride will take all necessary affirmative steps to assure that minority owned firms and women owned business enterprises are used when possible.
8. All contracts or agreements for services will be reviewed and if necessary, renegotiated or resubmitted to new vendors at least every seven years. The contact period of performance for rolling stock and replacement parts shall not exceed five (5) years

inclusive of options, without prior written FTA approval, when FTA funds are involved.

9. A cost or price analysis shall be performed in connection with every procurement action, including contract modification (see Exhibit A). This is to ensure that the price offered is fair and reasonable.
 - a. Cost analysis is used when:
 - 1) Adequate competition is lacking and for sole source procurement, including contract modification or change orders.
 - 2) The offeror is required to submit the elements (e.g., labor hours, overhead, materials, etc.) of the estimated cost.
 - b. Price analysis may be used in all other instances to determine price offered is fair and reasonable (historical cost, price list).
 - c. For each contact in which there has been no price competition and in all acquisitions in which a cost analysis is performed, profit shall be negotiated as a separate element of the cost.
 - d. Cost principles used in the evaluation of proposed costs shall be consistent with federal cost principles.
10. Procurements shall be conducted in a manner that prohibits the use of statutory or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

Capital Needs Planning

Capital purchases shall be planned in advance to the greatest extent possible and identified in the City of Wausau Capital Improvement plan (CIP). Capital purchases for which federal assistance will be requested shall be identified in the Transportation Improvement Plan (TIP) which shall be updated annually. Each year a Program of Projects (POP) shall be published which details the amount of funds available and the intended use of funds for all transit projects to be undertaken.

Spending Levels and Methods of Procurement

Procurement method shall generally be determined by the dollar amount of the item or service being purchased.

1. Purchases not exceeding \$10,000 shall be considered micro-purchases and may be conducted on a non-competitive basis, based on the best judgement of the Transit Director or division manager. A determination shall be made for each procurement that the price to be paid is fair and reasonable (see Exhibit B). Splitting procurements to avoid competition is prohibited. Non-competitive purchases should be distributed equitably among qualified suppliers.

2. Purchases of professional services not exceeding \$10,000 shall be considered micro-purchases and may be conducted on a non-competitive basis, based on the best judgement of the Transit Director or division manager. This includes services generally measured by professional competence and expertise, such as legal, financial, planning, design and consulting work. A determination shall be made for each procurement that the price to be paid is fair and reasonable (see Exhibit B).
3. Purchases exceeding \$10,000 but not more than \$25,000 require approval of the Transit Director prior to placing an order and the issuance of purchase order. Each procurement requires at least three written quotations if possible and the cost of the purchase must be included in the approved Metro Ride budget. A purchase order request must be submitted to the Finance Department, accompanied by a price quote summary, copies of quotes received and solicitation documentation.
4. Purchases exceeding \$25,000 require the use of a formal bid process.
 - a. An independent cost or price estimate must be made before receiving bids or proposals. (see Exhibit B)
 - b. Requests for such bids shall be formally advertised and the resulting contract will generally be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.
 - c. The Transit Director shall prepare all plans and bid specifications.
 - d. The City of Wausau Transit Commission shall review and approve all project specifications prior to the bid process.
 - e. Notice of request for bids shall be published and sent to likely bidders 30 days prior to the bid opening deadline. All bid specifications shall be sent to Disadvantaged Business Enterprises (DBE) 30 days prior to the bid opening.
 - f. All bids shall be recorded when received. Sealed bids shall be opened, read aloud and recorded.
 - g. All Bids received will be evaluated to determine whether the bidders are responsible and the bids are responsive to specifications. The cost of bids will be evaluated to determine whether the cost is fair and reasonable.
 - h. Bid acceptance recommendations shall be made by the Transit Director.
 - i. Award may be made by the Transit Commission, the Board of Public Works or the City of Wausau Common Council.
 - j. The Transit Director shall administer the procurement contract and its subsequent closeout. Complete files for each capital procurement shall be maintained and available for inspection for at least three years after closeout.

5. Commodity purchases exceeding \$10,000 but not more than \$50,000 may be conducted via written price quotes. These purchases require approval of the Transit Director or his/her designee prior to placing the order and the issuance of a purchase order. Each procurement requires at least three written quotations if possible and the cost of the purchase must be included in the approved Metro Ride budget. A purchase order request must be submitted to the Finance Department, accompanied by a price quote summary, copies of quotes received and solicitation documentation.

6. Competitive Proposal

This method of procurement will generally be used for obtaining qualifications-based professional services costing \$5,000 or more. It may also be used when Metro Ride does not have the technical expertise to know the exact specifications necessary to meet a need. This method will allow vendors to propose a solution to an identified need without being excluded from the bid process. A request for proposal will be publicized and will identify the evaluation factors to be used and their relative importance. A technical evaluation will be made of the proposals received and the award will be made to the responsible firm whose proposal is most advantageous to Metro Ride with price and other factors considered.

7. Noncompetitive Proposal

- a. This method of procurement may be used only in special circumstances when a purchase or award of a contract is infeasible under the procurement methods described above. Noncompetitive or sole source procurement involves the solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- b. The circumstances of each noncompetitive procurement are to be documented and kept on file along with a sufficient cost analysis to show that the price is fair and reasonable. (see Exhibit C and Exhibit D)

8. Time and Materials Contracts

Metro Ride shall use time and material type contracts only after determining that no other type of contract is suitable and if the contract specifies a ceiling price that the contractor shall not exceed, except at its own risk.

9. Architectural and Engineering (A&E) Contracts

A&E contracts should be conducted following the requirements of Brooks Act, which requires the selection of engineering and design related services on the basis of demonstrated competence and qualification for the type of professional services required. The Act requires:

- a. Evaluation of qualifications excluding price as a factor
- b. Negotiation only with the most qualified offeror and

- c. If an agreement is not reached on price, negotiation will commence with the next qualified offeror until an agreement is reached on a price that is determined to be fair and reasonable.

10. Options

Procurements contacts may include options clauses that identify a specific timeframe during which additional equipment, supplies or services may be purchased or the term of the contact may be extended. When options clauses are used:

- a. The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contact award. When options have not been evaluated as part of the award, the exercise of such options will be considered sole source procurement.
- b. The exercise of an option must be in accordance with the terms and conditions of the option stated in the initial contact awarded.
- c. An option may not be exercised unless it has been determined that the option price is better than prices available in the marketplace or that the option is the more advantageous offer at the time the option is exercised.
- d. At the time options are signed, it is imperative to include the updated federal clauses. The contractor should have signed copies of the clauses for every year of the contact.

Procurement Selection Procedures

All Metro Ride procurement solicitations shall:

1. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such descriptions 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.
2. Use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. When "brand name or equal" is used, specifications shall carefully identify minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product identified.
3. Identify all requirement that vendors must fulfill and all other factors to be used in evaluating bids or proposals.

Procurement Contract Procedures

The commitment to purchase goods and services will be made using one of the following instruments: standing purchase order, purchase order, or contract. All procurement documents shall incorporate all required language, clauses, certifications, etc. pursuant to Federal, State and local requirements.

1. Purchase Orders

All non-contractual items with a unit value in excess of \$5,000 should be procured by issuing a purchase order.

2. Standing Purchase Order

Standing purchase orders may be established with certain vendors from whom frequent purchases are made. Items purchased under a standing purchase order shall be billed in total on a monthly basis.

3. Contracts

Written contracts will generally be issued when procuring services and some types of goods. All contracts shall be reviewed by the office of the City Attorney prior to execution.

Change Order Policy

This change order policy shall apply to all construction contracts which have been approved by the City of Wausau Transit Commission, the Board of Public Works or the City of Wausau Common Council. Change orders shall include any increase or decrease in scope, quantity, quality, price or time of completion.

All change orders must be approved by the committee overseeing the project unless a critical timing issue exists. Critical timing issues are those where a decision must be made on a timely basis to avoid contractor down time or other potential sources of significant costs. When feasible, critical timing issues may be addressed by scheduling a special meeting of the committee overseeing the project. Emergency actions affecting the health or safety of the community will be addressed in accordance with the existing emergency policy.

Procurement Administration and Documentation

Metro Ride shall maintain a procurement administration and documentation system to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts and purchase orders. This will include an appropriate level of written documentation for each procurement transaction.

For each federally-assisted contract, a written procurement history will be compiled in sufficient detail to document the following: procurement method; rationale for use of that method;

reason(s) for selection of the preferred vendor or contractor; and basis for the contact price. The period covered will extend from the determination of need to the beginning of the contact. The procurement files for federally-assisted contracts will be retained for a minimum of three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed. (See Exhibit E)

Organizational Responsibilities

1. The Transit Director is the designated purchasing agent for Metro Ride and he/she (or his/her designee) shall approve all purchase orders issued by Metro Ride.
2. The Unit Managers in charge of the functional areas of maintenance and operations are assigned the authority and responsibility of managing purchases within their respective areas of budgetary authority. All standing purchase order transactions and all requisition requests shall be reviewed and approved by the proper unit manager. All payment transactions shall be processed by someone other than the party initiating the procurement.
3. The Metro Ride procurement policy shall be updated as is necessary by the Transit Director to reflect current federal statutory references and requirements. Checklists of all required FTA third-party contract clauses, certifications, reports and forms are included in Appendix F of this policy.

Payment

1. Payment of the contract price is due upon completion of the work and after receipt of the contractor's invoice, in accordance with the terms and conditions of the procurement contact.
2. When the procurement contract authorizes delivery or performance in increments, payment of a portion of the contract price (partial payment) may be made before the contract is completed, but only after the product or work can be safely inspected, tested and/or accepted.
3. Advanced payments utilizing FTA funds are prohibited unless prior written concurrence is obtained from the FTA.
4. Progress payments are not allowed unless Metro Ride has obtained the title or taken possession of the property or alternative steps have been taken to protect the City of Wausau's interest. Such payments may only be made based on costs incurred.

Incorporation of Required FTA Third-Party Contract Clauses

All Metro Ride procurement specifications and contracts shall include all required third-party contract clauses, certifications, reports and forms (see Exhibit F). For FTA-funded procurements conducted without written specifications or formal contract, vendors may be provided a list of applicable FTA contract clauses along with a referral to the procurement section of the City of

Wausau/Metro Ride website, where FTA-required clauses are provided in detail (see Exhibit G).

Bid Protest Procedures

1. Definition of Terms

For the purposes of this section, the following definitions apply:

"Days" refers to the working days of the Federal Government.

"File" or "submit" refers to the date of receipt by Metro Ride.

"Interested party" means an actual or prospective bidder, offeror, subcontractor, or supplier whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

"Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements."

"Federal law or regulation" means the violation of any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement.

2. Submission of Protest

Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An "interested party" must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

All protests must be submitted in writing to:

Transit Director
City of Wausau/Metro Ride
420 Plumer Street
Wausau, WI 54403

3. Time for Filing

Protests should be made as soon as possible but no later than five (5) working days following Metro Ride procurement decision.

The protest must contain a detailed statement of the grounds for protest and any supporting documentation.

4. Transit Director Response

Upon receipt of a written protest, the Transit Director will meet with the protester and attempt to resolve the matter informally within five (5) working days. If the protester is

still not satisfied and indicates an intention to appeal to the next step, the Transit Director will suspend the award of the contract temporarily unless he determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the awards promptly or;
- c. Failure to make the prompt award will otherwise cause undue harm to Metro Ride or;
- d. There is no merit whatsoever in the protest.

5. Local Appeal Procedure

If the protester wishes to appeal the Transit Directors' decision, the matter will be forwarded to the City of Wausau Transit Commission for review. The recommendation of the Transit Commission will be forwarded to the City of Wausau Common Council for ultimate local disposition.

6. Additional Appeals

If the protest alleges that Metro Ride has failed to follow its written bid protest procedures, the protester may ask that the Federal Transit Administration (FTA) review the protest in accordance with FTA C 4220.1F.

If the protest alleges violation of a specific Federal requirement that provides an applicable complaint procedure, it may be submitted and processed in accordance with provisions of that particular regulation.

Alleged violations on all other grounds are under the jurisdiction of the appropriate State and local administrative or judicial authorities, and remedy may be sought through them.

EXHIBIT A

**METRO RIDE
COST/PRICE ANALYSIS AND PRICE REASONABLENESS DETERMINATION**

Contract Number: _____ Item Description _____

I hereby determine that the prices offered by (supplier name) _____ for the purchase of these products or services to be fair and reasonable based on the following analysis:

Check one or more which apply:

- Comparison of and based on current offers received for the same or similar services **(complete matrix below)**.
- Comparison of proposed pricing with pricing from recent purchases for the same or similar services, adjusted by the pertinent Consumer or Producer Price Index or Inflation Rate over the corresponding time period, if appropriate. This includes the same or similar services found on existing State or municipal contracts **(identify contract pricing sources and attach supporting documentation)**.
- Comparison of price components against current industry standards, such as labor rates, dollars per pound, dollars per square foot, etc., to justify the price reasonableness of the whole **(attach the analysis which supports the conclusions drawn)**.
- Comparison with published catalog prices or price lists, commercially advertised sales prices, or prices obtained through other market research (e.g., Internet-based, trade journals, etc.) for the same or similar item commercially available from competing suppliers **(complete the matrix below and attach supporting quotes, catalog pages, price lists, advertisements, etc.)**.
- Comparison of proposed pricing with an in-house independent cost estimate for the same or similar item **(complete the matrix below, attach the signed in-house estimate, and explain factors influencing any differences found)**.
- The quoted price is from a regulated utility **(identify the utility in the “Comments” section below)**.
- Other (e.g., verifiable sales information for the same or similar items sold to the supplier’s other customers **(discuss in the “Comments” section below and attach supplier’s sales information)**).

SUMMARY MATRIX

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

Reason for the selection:

Supporting documents are attached. This analysis and determination will be filed in the Procurement History File.

Purchasing Agent (Print Name, Sign, and Date)

APPENDIX B

**METRO RIDE
INDEPENDENT COST ESTIMATE**

Purchase Request Number	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Method. The above estimate has been developed as follows (check all that apply):

- Published catalog or price list (attach pertinent catalog or price list pages).**
- Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):**
- _____
- In-house engineering or technical estimate (see details below).**
- Independent Third Party estimate developed by _____ (attached estimate).**
- Other (specify): _____**
- If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____**

Cost Estimate Details. Details for the estimated price/cost identified are shown below.

Cost of Standard Items

Product	Unit Cost	Unit Cost	Notes / Data Source
	Delivered	No Freight	
A			

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
B							

NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate

APPENDIX C

**METRO RIDE
SINGLE BID ANALYSIS**

Complete this form when only one bid is received.

1.Solicitation:	Action to Plan (choose one): <input type="checkbox"/> Award Contract Basis: _____
2.Product/Service to be Procured:	
3.Bid or Proposal Due Date:	<input type="checkbox"/> Extend Deadline (modify selection) <i>New Due Date:</i> _____
4.Number of Solicitations Requested:	<input type="checkbox"/> Re-Procure: <i>New Solicitation Due to be Completed:</i> _____
5.Number of Bids Received:	<i>Projected Due</i> <i>Date:</i> _____
6.Reasons for Lack of Competition (based on Supplier Contacts*): <input type="checkbox"/> Lack of Competency <input type="checkbox"/> Lack of Available Resources <input type="checkbox"/> Poor Timing <input type="checkbox"/> Short Response Due Date <input type="checkbox"/> Other:	Signed: _____ Title: _____ Date: _____

***YOU ARE REQUIRED TO ATTACH COPIES OF CONTACT WITH OTHER VENDORS (i.e., emails, phone calls, etc.)**

APPENDIX D

METRO RIDE 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:

Item Description:	
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Check One:

- The item is available only from a single source (sole source justification is attached or described below in the “Comments” section).
- The public urgent need 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 soliciting a number of sources, competition is determined inadequate (record of the sources solicited is attached).**

Recommend Source:	
Independent Cost Estimate (ICE) is attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	

Approvals/Signatures:

Requester <i>(Name, Title)</i>	Signature	Date
Purchasing Agent <i>(Name, Title)</i>	Signature	Date
Approval Authority <i>(Name, Title)</i>	Signature	Date

APPENDIX E

**METRO RIDE
PROCUREMENT HISTORY**

Date: _____ **Completed by:** _____

Project Description:

PO / Contract No.

1) Source of Funding:

2) Method of Procurement:

- Micro Competitive RFP Competitive Bid
 Small A & E Services Sole Source

3) Justification if Non-Competitive:

4) Reason for the Procurement:

5) Contract Type:

- Fixed Price Firm Fixed Unit Prices Cost Plus Fixed Fee
 Time and Material (T&M) Blanket Purchase Order Cost Reimbursement
 Indefinite Deliver Indefinite Quantity (IDIQ)

6) Rationale for Contract Type:

- Lowest responsive, responsible bidder (Micro, Small, IFBs)
 Evaluation results (RFPs) were:
 Other:

7) Reason for Selection/Rejection:

8) Basis for Contract Price:

- Accepted Contractor's Proposed Pricing Negotiated Price (must include memorandum)
 Other:

9) 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 _____

10) Summary of Responsibility and Responsiveness:

11) Award:

Contract Awarded to: _____

Date of Contract Award: _____ Approved By: Transit Commission City Council

Date of Approval: _____ Board of Public Works

(Meeting Minutes Attached)

12) Change Orders: Identify and summarize the reason for change of dates, cost analysis, time impact and the modification of numbers.

APPENDIX F

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS

A. Third Party Contract Provisions

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1- 2010)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding \$10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding \$25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold (\$100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding \$100,000 by Statute		
Lobbying	OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

A. Third Party Contract Provisions (Continued)

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1- 2010)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 24.a(1)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.a(2)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 24.a(3)
Bonding for Construction Activities Exceeding \$100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < \$1M. – 40% for contracts >\$1M – < \$5M. – \$2.5M for contracts > \$5M.	§ 15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Nonconstruction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b

A. Third Party Contract Provisions (Continued)

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 38
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19

B. 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	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			>\$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	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$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.

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 (transportation services excepted).	>\$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		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 or more annually.		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	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

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.	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.	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.	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.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.

**APPENDIX G
RFQ SAMPLE FORM**

REQUEST FOR PRICE QUOTE - DIESEL FUEL

Fuel Type Requested: _____

Quantity Requested: _____ **For Delivery on:** _____ **no later than 4:00 PM**

Deadline for bid submittal: _____ **on** _____

**PLEASE PROVIDE INFORMATION REQUESED BELOW
AND FAX TO METRO RIDE AT 715-842-1541**

Bid price must include all costs to be incurred by buyer, including fuel, freight, inspection fee, etc.

Bid Price: \$ _____ per gallon

Price on bid is in effect from present until: _____

Vendor Name: _____

Vendor Signature: _____

Date: _____

NOTICE OF FEDERAL PARTICIPATION: The City of Wausau/Metro Ride is a recipient of funds from the Federal Transit Administration (FTA). This FTA funded procurement will be conducted in compliance with all applicable Federal laws and regulations.

DEFINITIONS: PURCHASER is the City of Wausau/Metro Ride. VENDOR is a company or individual from which goods or services are purchased. FTA is the Federal Transit Administration. U.S.C. is United States Code.

ACCEPTANCE OF TERMS: Provision of any good or service by Vendor will constitute acceptance of all applicable Federal requirements. Federal requirements to be met by Vendor are defined by applicable clauses referenced below.

FTA REQUIREMENTS: As set forth in the FTA Master Agreement as authorized by 49 U.S.C., the full text of all FTA required clauses will be provided to the Vendor upon request and is also available online at <http://metroride.ci.wausau.wi.us> in the Procurement section. All FTA required clauses and the background law contained in the CFR are also available online at www.fta.dot.gov. Requirements that may be applicable to this purchase are:

- a) All Contracts – Mandatory: Access to Records and Reports; Civil Rights Requirements; Disadvantaged Business Enterprises (DBE); Energy Conservation; Federal Changes; Incorporation of FTA Terms; No Federal Government Obligations to Third Parties; Program Fraud and False or Fraudulent Statements and Related Acts.
- b) All Contracts – Conditional: (Purchaser to check all that apply to this purchase): ADA Access; Bus Testing; Cargo Preference; Charter Service Operations; Drug and Alcohol Testing; Fly America; Patent Rights; Rights in Data & Copyrights; Pre-Award & Post Delivery Audits; Privacy Act; Transit Employee Protective Arrangements.
- c) Construction Contracts over \$2,000: Contract Work Hours and Safety Standards Act; Copeland Anti-Kickback Act; Davis/Bacon Act; Seismic Safety (new building construction only).
- d) Contracts over \$10,000: Recycled Products (material contracts); Termination
- e) Contracts over \$25,000: Debarment and Suspension