



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

PROCUREMENT POLICY & PROCEDURE MANUAL

REVISED ON 07/11/2019

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CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
PROCUREMENT POLICY

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CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY PROCUREMENT POLICY

INTRODUCTION

The Corpus Christi Regional Transportation Authority (CCRTA) is a transportation authority existing under Chapter 451 of the Texas Transportation Code.

This policy manual establishes standards and guidelines relating to the procurement of goods, services and construction, with funding from both Local and Federal funding sources. The federal funding sources are from the Federal Transit Administration (FTA), other federal appropriates, and the State of Texas. These guidelines ensure that CCRTA obtains goods and services in accord with federal, state, CCRTA board requirement. These policies are furnished to ensure that goods and services are obtained timely, efficiently, and economically, adhering to principles of good administrative practices and sound business judgement, utilizing Disadvantaged Business Enterprise (DBE) firms as an integral part of the process.

The CCRTA follows the following order of precedence when procurements are federally funded:

1. FTA Master Agreement;
2. FTA Circulars and Other Directives or Notices issued by FTA;
3. FTA Best Practices Procurement Manual.

If federal funds are not involved, the order of precedence will be as follows:

1. Chapter 451 of the Texas Transportation Code;
2. CCRTA Board of Directors' Resolution and Policies.

CCRTA policy recognizes four basic procurement methods:

1. Micro and Small Purchases (\$50,000 less)
2. Competitive Sealed Bids (Over \$50,000)
3. Competitive Proposals (Over \$50,000)
4. Non-competitive Proposals.

**** Board approval required for any Procurement over \$50,000 ***

PURPOSE

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

APPLICATION

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

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

SECTION 1
PROCUREMENT POLICY PROCEDURES AND STANDARDS

1.1 Board Authority and Responsibility

Chapter 451 of the Texas Transportation Code provides that the Board of Directors shall have authority and responsibility to advertise, enter into, and amend contracts for the purchase or lease of goods or services through competitive bidding. It also authorizes the Board of Directors to adopt rules governing its procurement policy.

1.2 CEO Authority and Responsibility

The Board of Directors hereby authorizes and delegates to the Chief Executive Officer of the CCRTA, or his/her designee, the authority and responsibility to for the administration and management of the CCRTA's operations, contracts, federal and state grants, and the procurement of all goods and services required by the CCRTA. The Chief Executive Officer is authorized to execute on behalf of the CCRTA all contracts to which the CCRTA is a party, except bonds, notes, mortgages and any other evidence of indebtedness of the CCRTA, in accordance with the following criteria:

- 1.2.1 Any contract requiring an expenditure by the CCRTA of an amount not more than \$50,000 may be executed by the Chief Executive Officer without prior approval of the Board, provided that the amount and general purpose for such expenditure is included within the CCRTA's budget as adopted by the Board.
- 1.2.2 Any contract requiring expenditure by the CCRTA in an amount exceeding \$50,000 may be executed by the Chief Executive Officer upon approval by the Board.
- 1.2.3 For any such contract approved by the Board, the Chief Executive Officer is additionally authorized to execute any change orders, amendments, supplements or modifications, subsequent thereto so long as such changes, whether individually or collectively, do not require the expenditure by the CCRTA of an amount more than \$50,000 in excess of the amount approved by the Board for the original contract. Once Board approval has been obtained for such change orders, amendments, supplements or modifications, subsequent approvals shall be obtained from the Board for further change orders, amendments, supplements or modifications which, individually or collectively, exceed \$50,000 increments.
- 1.2.4 In the event of an emergency (as hereinafter defined) under circumstances in which the Chief Executive Officer determines it to be in the CCRTA's best interests not to defer action to the next Board meeting. The Chief Executive Officer may execute contracts requiring an expenditure by the CCRTA of an amount exceeding \$50,000 without prior approval of the Board; provided that, the Chief Executive Officer first must consult with the Chairperson, or in his or her absence, the Vice Chairperson, on the advisability of such expenditure, and the

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

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

1.3 Procurement Authority and Responsibility

It is the responsibility of the Director of Procurement or designee to procure goods and services and construction through receipt of an approved purchase request by the Procurement Department following the appropriate process for solicitation, contract award, execution of modifications, contract administration, and contract close out.

1.4 Authority and Duties of the Project Manager

A duly appointed CCRTA employee who will be directly responsible for the daily technical administration of a contract including monitoring the contractor in his performance of the contract and performing those functions as specified by CCRTA procedures. The Project Manager should be a responsible individual assigned to and familiar with the procedures and requirements of the user department. As such, the Project Manager is the Procurement Department technical expert or has technical expertise at his or her disposal to assist in insuring contractor compliance with technical requirements of the contract. Normally the Project Manager approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the contractor.

- 1.4.1 The Project Manager is also the person to whom reports of warranted equipment malfunctions or failures or any problems with the contractor's performance are submitted, pursuant to the specific authority granted by the user department manager. The Project Manager makes the initial request for contractor remedial action. The Project Manager enters a record of the incident and actions taken in his files; the Procurement Department becomes involved when and if the lapse constitutes a serious, i.e., life-threatening, repetitive or unresolved, breach of contractor's civil or contractual responsibility.

- 1.4.2 Should the contractor fail to respond in a timely or adequate manner to rectify any problem, the Project Manager notifies the Director of Procurement that an apparent breach of the contract exists. After investigating the situation, the Director of Procurement and the Project Manager takes any steps necessary and available to enforce CCRTA's rights under the contract, to include withholding payment, imposing liquidated damages, negotiating and recommending a settlement, terminating the contractor for default, or referring the matter for legal action.
- 1.4.3 The Project Manager also attends and participates in the pre-bid and pre-proposal conferences as the technical expert, and assist with evaluations of contractor's past performance, questions prospective contractors at the consultant interview as to his technical capability to perform the contract, assists the Director of Procurement with contract negotiations, ascertains the availability of funds prior to asking the Director of Procurement to initiate the negotiation and approval process for change orders, contract modifications and supplemental agreements, and issues directions to correct or replace defective items of work.
- 1.4.4 The Project Manager makes final technical inspection of work done by the contractor and submits appropriate acceptance certificates when the specifications of the contract have been properly fulfilled.

1.5 Delegation of Authority

The CCRTA Board of Directors has authorized the CEO and his designee, the authority to enter into contractual obligations for the CCRTA and to execute contracts on behalf of CCRTA for goods, services, or construction.

The Procurement Department are required to conduct procurements in accordance with applicable local, state, and federal requirement and CCRTA procurement policies and procedures, utilizing best business, purchasing and contracting practices and the highest standard of ethics.

The CCRTA delegated by the CEO is set forth in the table below, which specifies who may authorize and execute contracts.

1.5.1 CCRTA Delegation of Authority Policy

Purpose: *The intent of this document is to set forth the assigned limits as they pertain to budgetary commitment authority and contract signing authority.*

To differentiate the two, budgetary commitment authority is defined as authorization given to expend funds from current revenues for a specific budgetary period and from specific general ledger accounts. In contrast, the individual granted contract signing authority has the authority to take an action or sign a contractual agreement committing the funds of the agency with a third party. While the budgetary commitment authority is limited to current budgetary

revenues, contractual authority may obligate the Agency's funds of future years and is reserved only to Board of Directors and CEO. The limits of contractual authority are governed by pre-established policies found in the official Procurement Policy Manual.

Delegation of Authority: The CCRTA Board of Directors has granted the CEO contract signing authority and is therefore authorized to enter into contractual obligations for the Authority. Budgetary commitment authority is delegated by the CEO to certain individuals who have the responsibility to conduct procurement functions for their designated departments. The authority limits are set forth in the below table and must be reviewed and approved by the CEO on an annual basis to maintain the integrity of the Agency's internal controls.

Scope: This policy applies to all expenditures and contracts entered on behalf of the Agency. Budgetary commitment authority applies to the total transaction value of a single purchase within the limits assigned to the individual and within the approved budget. The single purchase limits apply to purchases under contract and to one-time non-contractual commitments.

Purchase order vs Check Request: There are certain purchases that do not require Procurement action. With such purchases a **check request** is allowable for items that meet the following criteria:

- Must be an allowable expense only for the following type of expenditures: If a purchase or expense is questionable, contact Procurement before making the obligation to ensure that payment/reimbursement is allowed.
- Vendor must be registered to do business with the Agency
- Amount of purchase must be in compliance with the spending limits of this policy.

Type of expenditures allowed: Caterers, Postage and postal services, Petty Cash Reimbursement, refunds, any reimbursement not associated with travel, bond payments, filing and licensing fees, registration fees (only if a PCARD is not feasible), reimbursements to employees, reimbursements to sub-recipients, professional services not under contract, publication subscriptions and dues & subscriptions.

Compliance: The procurement process has been designed to support the authorized delegation limits set forth in the below table. The hierarchical framework allows the movement of a requisition to move upwards to the limit that is required to approve the purchase.

CONTRACT SIGNING AUTHORITY			
Title	Competitive Solicitations -Invitation for Bids (IFB) -Request for Proposals (RFP) _Requests for Quotes (RFQ)	Sole Source Award, Contract Modifications, Change Orders, Authorization for Adjustment (AFA)	Emergency
Board Action Required	Over \$50,000	Over \$50,000	Reported to Board at next regular scheduled meeting
CEO Approval	Under \$50,000 for standard off-the-shelf supplies, materials, equipment & industry standard services Under \$50,000 for construction, services, and nonstandard supplies materials and equipment	Under \$50,000	Reported to Board at next regular scheduled meeting, if over \$50,000

BUDGETARY COMMITMENT AUTHORITY (Procurement & Materials Staff)			
Limit	Authorization Required From	Maximum Limit For	
\$ 750 or less	Requisitioner Procurement Buyer	01 – Transportation Supervisor 21 – Lead Maintenance Tech	07 – IT System Administrator 45 – DBE/EEO Compliance Officer 45 – DBE Coordinator
Up to \$1,000	Requisitioner Procurement Buyer	02 – Customer Service Supervisor 40 – Buyer	11 – Garage Service Supervisor 42 - Comptroller
Up to \$2,500	Requisitioner Procurement Buyer	21 – Facilities Building Manager 11 – Assistant Director of Maintenance	
Up to \$5,000	Requisitioner Director Procurement Buyer	01 – Director of Transportation 07 – Director of IT 40 – Director of Procurement 44 – Director of Human Resource 50 – Marketing Production Co	04 – Director of Planning 11 – Director of Maintenance 42 – Director of Finance 50 – Director of Marketing 52 – Director of Safety & Security
Up to \$15,000	Requisitioner Director Managing Director Procurement Buyer	01 – Managing Director of Operations 45 – Managing Director of Administration 49 – Managing Director of Customer Services and Capital Projects	
Up to \$50,000	Requisitioner Director Managing Director Chief Executive Officer		

Authorized: _____ Date: _____

Jorge Cruz-Aedo, Chief Executive Officer

1.6 Unauthorized Procurement Actions

When persons acting outside the established limits of procurement authority direct, instruct, order, or request a person to do something for, or on behalf of CCRTA without a purchase order, contract, contract modification, or formal change order, they creating an authorized procurement action. CCRTA may not be bound by the unauthorized procurement acts of individuals who have not been delegated procurement authority.

CCRTA will enter no contract, modification, change order, or commitment unless it is made in writing and executed by a representative of CCRTA acting within the scope of authority. CCRTA will neither authorize nor permit a person to commence work for CCRTA or on behalf of CCRTA in observation of a contract prior to the execution of a written contract.

Unauthorized procurement actions may include any of the following:

- 1.6.1 The outright purchase of an item by an employee outside the Procurement Department;
- 1.6.2 Placing orders against expired contracts, blanket purchase agreements or blanket purchase orders;
- 1.6.3 Placing orders in excess of the “Not to Exceed” value of a variable quantity contract, blanket purchase agreement or blanket purchase order;
- 1.6.4 Directing changes to the scope of the contractor’s work under the contract without express, written, or delegated authority. Change could be:
 - 1.6.4.1 Requiring additional work;
 - 1.6.4.2 Deleting work;
 - 1.6.4.3 Requesting quantities in excess of or less than those specified;
 - 1.6.4.4 Changes to the contractual terms and conditions; and
 - 1.6.4.5 Requirement acceleration or deceleration of the work schedule.
- 1.6.5 Changing the nature or quality of the goods, services or construction. See below for examples:
 - 1.6.5.1 Directing the vendor to perform work outside of the original intent of the contract; and
 - 1.6.5.2 Allowing substitutions of brand named items other than those specified in the contract.

In the event of an unauthorized procurement, corrective or disciplinary action may be initiated against the employee charged with undertaking the unauthorized procurement action.

1.7 Statutory Requirements for Full and Open Competition

All procurement transactions, regardless of dollar value shall maximize open and free competitions. CCRTA enabling legislation, as amended, contains the following language from the Texas Transportation Code Chapter 451 regarding competitive bidding requirements:

- 1.7.1 Texas Transportation Code Chapter 451

Sec. 451.110. PURCHASES: COMPETITIVE BIDDING.

(a) Except as provided by Subsection (c) and by Subchapter Q, a board may not contract for the construction of an improvement or the purchase of any property, except through competitive bidding after notice of the contract proposal. The notice must be published in a newspaper of general circulation in the area in which the authority is located at least once each week for two consecutive weeks before the date set for receiving the bids. The first notice must be published at least 15 days before the date set for receiving bids.

(b) The board may adopt rules on:

(1) the taking of bids;

(2) the awarding of contracts; and

(3) the waiver of the competitive bidding requirement:

(A) if there is an emergency;

(B) if there is only one source for the purchase; or

(C) except for a contract for construction of an improvement on real property, if:

(i) competitive bidding is inappropriate because the procurement requires design by the supplier and if competitive negotiation, with proposals solicited from an adequate number of qualified sources, will permit reasonable competition consistent with the procurement; or

(ii) it is ascertained after solicitation that there will be only one bidder.

(c) Subsection (a) does not apply to a contract for:

(1) \$50,000 or less;

(2) the purchase of real property;

(3) personal or professional services; or

(4) the acquisition of an existing transit system.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1999, 76th Leg., ch. 1479, Sec. 1, eff.
June 19, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 1277 (H.B. 2300), Sec. 2, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 801 (H.B. 2325), Sec. 1, eff. September 1, 2011.

Sec. 451.111. PURCHASES: NOTICE OF NONCOMPETITIVE BID

PROPOSALS. (a) Except as provided by Subchapter Q, unless the posting requirement in Subsection (b) is satisfied, a board may not let a contract that is:

- (1) for more than \$50,000; and
- (2) for:
 - (A) the purchase of real property; or
 - (B) consulting or professional services.

(b) An announcement that a contract to which this section applies is being considered must be posted in a prominent place in the principal office of the authority for at least two weeks before the date the contract is awarded.

(c) This section does not apply to a contract that must be awarded through competitive bidding or for the purchase of an existing transit system.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1999, 76th Leg., ch. 1479, Sec. 2, eff. June 19, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 1277 (H.B. 2300), Sec. 3, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 801 (H.B. 2325), Sec. 2, eff. September 1, 2011.

Sec. 451.112. CONFLICTS OF INTEREST: BOARD MEMBERS. Chapter 171, Local Government Code, applies to a board member of an authority, except that an authority created before 1980 in which the principal municipality has a population of less than 1.9 million may not enter into a contract or agreement with a business entity in which a board member or the

general manager owns five percent or more of the voting stock or shares of the entity or receives funds from the entity exceeding five percent of the member's or general manager's gross income. A contract executed by an authority in violation of this section is voidable.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 150, eff. September 1, 2011.

1.8 Federally Funded Contracts

When using FTA assistance to support acquisitions, refer to the most updated version of the FTA circular for Third Party Contracts for guidance. Federal contracts shall include the Third Party Contract requirement clauses set forth in Appendix A of FTA Circular for Third Party Contracts. Appendix B provides the latest FTA Circular and describes the provisions, clauses and procedures followed by Contracting Officers specific to contracts associated with federal funding.

1.8.1. Exceptions to Competitive Bidding

CCRTA may elect to negotiate procurements when the material is available from only one source (Section 6.1) or if the need for the procurement is an emergency (Section 6.3).

1.9 CODE OF ETHICS

1.9.1 CCRTA Board Policy on Code of Ethics

REGIONAL TRANSPORTATION AUTHORITY BOARD POLICY POLICY STATEMENT

The purpose of this Code of Ethics is to promote public trust by establishing rules of conduct for Board members. The Rules of Conduct form the basis for possible sanctions, and are therefore intended to clearly define proper conduct so that those who must comply may understand the Rules and carry out their responsibilities consistently with the Rules. It is recognized that situations with ethical implications will arise outside the prohibitions of the Rules. In such situations, Board members are encouraged to keep in mind the ideal of the public trust and to conduct themselves in a manner to avoid the appearance of impropriety even where not compelled by the Rules.

PROCEDURES

Section 1. Rules of Conduct.

The following Rules apply to all Board members:

Special Privileges

- 1. You shall not use your position as a Board member for private advancement or gain or to secure special privileges or exemptions for yourself or others.*
- 2. You shall not grant any special consideration, treatment or advantage to any person or group beyond that which is available to others generally.*
- 3. You shall not use RTA facilities, personnel, equipment or supplies for purposes unrelated to the interests of the RTA, except to the extent such are lawfully available to the public.*
- 4. You shall not give any orders to any employee except through the CEO as provided by the Texas Transportation Code.*
- 5. You shall not, within six (6) months after leaving the RTA Board, represent any other person or organization in any formal or informal appearance with the RTA Board or with any employee of the RTA concerning a project being considered by the RTA or any business with the RTA.*

Gifts

- 6. You shall not accept or solicit any money, property, service or other thing of value by way of gift, favor, loan or otherwise that might reasonably tend to influence you in the discharge of your official duties or which you know or should have known was offered with the intent to influence or reward your official conduct.*
- 7. In the event you receive any gift or loan of property or services on behalf of the RTA, you shall promptly deliver such gift or loan to the CEO for official acceptance and inventory of the RTA.*

Disclosure Requirements

- 8. In the event you or one of your relatives have an interest or any substantial interest in a contract or transaction involving the RTA which comes before you in the performance of your official duties, you shall make a written disclosure of your interest in the matter and abstain from any vote or decision and not participate in any discussion on the matter, as provided in Chapter 171 of the Texas Local Government Code. The disclosure should be provided to the Board Chair and Board Secretary as soon as the interest in the contract or transaction is determined.*
- 9. You shall disclose relationships with vendors doing business or seeking to do business with the RTA if you or a relative either (a) has an employment or other business relationship with the vendor and receives taxable income, or (b) has been given by a vendor gifts that have an aggregate value of more than \$250 in a 12-month period (excluding gifts of food, lodging, transportation or entertainment accepted as a guest), as provided in Chapter 176 of the Texas Local Government Code.*

Actions Adverse to the RTA

10. *You shall not represent any other private person, or group or interest in any action or proceeding against or adverse to the interest of the RTA or in any litigation in which the RTA is a party.*

11. *You shall not disclose information that could adversely affect the property or affairs of the RTA.*

12. *You shall not engage in any felony crime, misdemeanor involving moral turpitude, or other conduct that reflects discredit on the RTA.*

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

(a) has an interest, whether as a sole proprietor or as an owner, in whole or in part, except for ownership of less than a one percent (1%) interest in a publicly-held business organization, or

(b) is an employee if the individual's compensation is directly affected, in whole or in part, on the revenues received from the contract with the RTA.

14. *The RTA may not enter into a contract or agreement with a business or firm described in Section 13 above for a period of six (6) months after the Board member leaves office.*

15. *Neither you, nor any relative, nor any person residing with you may be employed by the RTA at any time during your term of office or for a period of six (6) months after you leave office.*

**Section 2.
Definitions.**

The following definitions apply to the above Rules of Conduct:

Interest:

Any direct or indirect pecuniary or material benefit in a contract or transaction other than:

1. *An interest which is shared by and available to all other persons similarly situated; or*

2. *A remote or incidental interest which would not increase or decrease materially due to the action of the RTA or is less than \$200.00 in value; or*

3. *An interest of a subcontractor which has no direct contractual relationship with the RTA, is receiving fair and reasonable compensation, and is not operating as a subterfuge to circumvent the Code of Ethics; or*

4. An interest in real property acquired by the RTA which could otherwise be accomplished only through eminent domain provided that the property must be acquired for a public purpose and just compensation must be paid under the Texas Constitution after obtaining an independent appraisal.

Relative:

Spouse, father, mother, brother, sister, son, daughter, spouse's children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, with adoptive relationships and step-parents, step-siblings and step-children being treated the same as natural relationships.

Substantial interest:

Any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year.

**Section 3.
Sanctions.**

In the event of a violation of the above Rules of Conduct, the following sanctions may be imposed by the RTA Board of Directors:

1. Notification Letter concerning the violation
2. Written Reprimand or Censure concerning the violation.
3. Removal from the Board of Directors.

Prior to the removal of any member of the Board of Directors, the Board shall comply with the notice and hearing provisions required under Chapter 451 of the Texas Transportation Code and applicable law.

**Section 4.
Compliance.**

Compliance with this Code of Ethics shall be assisted by the Board of Directors through the following additional provisions:

1. A copy of this Code of Ethics shall be provided to each Board member upon the commencement of each term of office.
2. The Board shall review the Code of Ethics and other adopted policies of the Board at the regular Board meeting in January of each year.
3. Board members are authorized and encouraged to consult with the RTA's general legal counsel concerning any questions relating to compliance with the Code of Ethics.
4. The telephone numbers (office and cell phone) of the RTA's general legal counsel shall

be distributed to Board members as the Ethics Hot Line number for consultation on any matters concerning compliance with the Code of Ethics.

Adopted by RTA Board of Directors on April 5, 2006. Amended by Board on January 6, 2010.

1.10 Conflicts of Interest

The FTA requires all recipients of Federal funds to establish written standards of conduct to include both Personal Conflicts or Interest and Organization Conflicts of Interest cited in the FTA Master Agreement Section 3 (a)(1) and (2) (Appendix A).

CCRTA standards of conduct complete with the above FTA requirement, as well 49CFR Section 18.36, FTA Circular 4220.1F, and CCRTA's Conflict of Interest Section 6 of the CCRTA Employee Handbook.

CCRTA will evaluate every contracting situation for its particular facts and on the nature of the proposed contract, and exercise common sense, good judgement, and sound discretion when deciding whether a significant potential conflict exists. If conflict does not exist, CCRTA shall resolve the conflict. CCRTA shall not give any potential Contractor/Vendor a competitive edge.

Vendors shall sign a Conflict of Interest Questionnaire (CIQ). The Board members are responsible for completing Local Government Officer Conflicts Disclosure Statements.

There are two types of conflict of interest: Personal and organizations.

1.10.1 Personal Conflict of Interest

1.10.1.1 CCRTA standards of conduct prohibit CCRTA employees, officers, board members, or agents, including outside consultants, from participating in the selection, award, or administration of a third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved.

1.10.1.2 In a personal conflict of interest, the conflicted party is always a person.

1.10.1.3 Personal conflicts of interest apply to:

- a. CCRTA employees, officers, board members, agents or outside consultants;
- b. Immediate family member or the partner of an employee, officer, board member, agent or outside consultant;
- c. An entity or organization that employs or is about to employ any person that has a relationship with the parties named above;
- d. Any of the above named parties have a financial or significant involvement, such as an employment interest (in the past or present) of a present or potential third party participant;

- e. Any of the above who solicit or accept gifts, gratuities, favors or anything of monetary value.

1.10.1.4 A third party participant includes Contractors, subcontractors and lessees.

1.10.2 Organizational Conflicts of Interest

1.10.2.1 CCRTA standards of conduct shall include procedures for identifying and preventing real and apparent organization conflicts of interest.

1.10.2.2 Organizational Conflicts exist when:

- a. A person is unable to render impartial advice or assistance;
- b. A person's objectivity is impaired; or
- c. A person has an unfair competitive advantage. This will usually occur in management support contracts, consultant/professional services, systems engineering and technical evaluation work;
- d. There are "biased ground rules" wherein a bidder/proposer has developed specifications, evaluation criteria, statement of work, etc., as part of its performance of a contract.

1.10.2.3 In organizational conflicts of interest, the conflicted party is always an organization.

1.10.2.4 Activities, relationship, contracts or other circumstances that result in unfair competitive advantage, allowing an organization to make decisions that favor its own products or capabilities are organizational conflicts of interest. Organizational conflicts of interest occur when:

- a. A Contractor is unable, or potentially unable, to provide impartial and objective assistance or advice:
 - i. This situation can arise when an organization can evaluate its own work performance under another contract, or when an organization can evaluate its own offers, or the offers of competitors, for good and services.
 - ii. CCRTA shall not award contracts to a Contractor when doing so will result in circumstances that impair the firm's objectivity, avoiding allegations of favoritism in the award of production contracts, and thereby ensuring protection of CCRTA interest.
- b. A Contractor has access to non-public information that may provide it an unfair competitive advantage in current or future contracts when:
 - i. The information is obtained by a contractor during the performance of a CCRTA contract;

- ii. A contractor requires proprietary information from others to perform a CCRTA contract and can use the leverage of the contract to obtain it;
- iii. A contractor gains access to proprietary information about other companies that are performing work for CCRTA.
- iv. The Contractor must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contractor shall complete a Disclosure Agreement.
- v. CCRTA shall impose restrictions that protect the sharing of proprietary information unless CCRTA deems the information critical for proper contract performance. These restrictions do not apply to information furnished voluntarily without limitations on its use, or to information available to CCRTA or Contractor from other sources without restriction.

1.10.3 There exist biased ground rules, established when, during the conduct of an earlier procurement, a Contractor develops or drafts specifications, scopes of work, evaluation factors or other similar documents that will apply to a future procurement.

1.10.3.1 The Contractor (either as a prime or subcontractors), shall not participate in competition for the contract and shall not provide the items specified above, for a reasonable period, including at minimum, the duration of the initial production of the contract.

1.10.3.2 A contract may, however, be permitted to:

- i. Furnish general specifications or data regarding a product it provides; or
- ii. An industry representative can help CCRTA prepare, refine, or coordinate specifications in situations that involve multiple contracts, provided this assistance is supervised and controlled by CCRTA representatives.

1.10.3.3 CCRTA should normally prepare its own scopes of work, however, a contractor may be permitted to do so, or assisting doing so if:

- i. The Contractor is the sole source;
- ii. The Contractor is the selected Contractor for a Work authorization; or
- iii. More than one Contractor has been involved in preparing the work statement.

- 1.10.3.4 A Contractor provides technical direction or system engineering for a project over which the Contractor has no contractual responsibility for development, integration, assembly, production or inspection.
- i. Systems engineering involves determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design;
 - ii. Technical direction involves developing work statements, determine parameters, directing other Contractors' operations, and resolving technical controversies;
 - iii. Under these circumstances, a Contractor shall not:
 - a. Be awarded a contract to supply the system or any of its major components; or
 - b. Be a consultant to a supplier of the system or of any of the system's major components.

1.11 CCRTA Policy on Conflict of Interest

CCRTA's Conflict of Interest Section 6 of the CCRTA Employee Handbook

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

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

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

available to the general public.

- c. Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is available to other citizens, individuals, business organizations or groups.*
 - d. Disclose information that could adversely affect the property, business or affairs of the CCRTA, or directly or indirectly use information gained by reason of his or her official position or employment for personal gain or to benefit the private interest of others.*
- 3. Board Disclosure Requirements. In the event a Board member or a relative of a member of the Board has an interest in a contract or transaction involving CCRTA which comes as a result of the performance in the official duties of the Board, a written disclosure of the interest is required. In addition, the Board member will be required to abstain from any vote, discussion, or participation on the matter as provided in Chapter 171 of the Texas Local Government Code. The disclosure should be provided to the Board Chair and Board Secretary as soon as the interest in the contract or transaction is determined. Board members and the Chief Executive Officer must file a Conflict Disclosure Statement – Form CIS with the CCRTA’s Records Administrator if the CCRTA has contracted with the vendor or is considering doing business with the vendor.*

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

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

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

- 4. Board Prohibition in Doing Business. The CCRTA may not enter into a contract or other agreement with a business or firm in which a Board member, any relative of a Board member, or any person residing with a Board member:*
 - a. has an interest, whether as a sole proprietor or as an owner, in whole or in part, except for ownership of less than a one percent (1%) interest in a publicly-held business organization, or*
 - b. is an employee if the individual’s compensation is directly affected, in whole or in part, on the revenues received from the contract with the CCRTA.*

SECTION 2 DEFINITIONS

- \$1 Coins:** To comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins
- Acceptance:** The formal written acceptance by CCRTA.
- Amendment:** Written revisions to invitations for bids or request for proposals issued by CCRTA before the bid or proposal due date.
- Approved Equal:** A substitute offered by a prospective Bidder which is accepted by CCRTA, in accordance with applicable law and procedures stipulated in the Solicitation Documents, as equal to or better than a designated process or manufacturer's brand-name product.
- Articles:** A part of the contract that sets forth the rights and responsibilities of the contracting parties; Words, such as 'clauses', 'terms', 'conditions' and 'articles' are sometimes used interchangeably
- Architect and Engineering Services:** Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of Texas.
- Authorizations and Approvals:** Requestors must obtain the necessary authorizations and approvals based on the type of Requisition. The 'Signature of Authority matrix established the authority levels and identification of CCRTA positions authorized to procure goods, services and construction and/or to approve Requisitions.
- Best and Final Offer (BAFO):** A formal written offer from proposers, after all negotiations are complete, which includes pricing and terms, and summarizes to what both parties have agreed.
- Bid:** Offer of a Bidder to provide goods, services or work in response to an Invitation for Bids. For Public Works contracts, it is defined as any proposal submitted to a public entity for the construction, alteration, repair or improvement of any structure, building, road or any other improvement of any kind.
- Bid Documents:** A set of documents (information and various procurement forms) issued

by CCRTA in a solicitation, including (as applicable) but not limited to: Invitation for Bids (IFB); amendments; Instruction to Bidders; Bid Form; Prevailing Wage Rate Schedule; Statement of Work, Scope of Service or Technical specification; and Contract Drawings.

Bidder: The general term for the legal entity who submits a response to a solicitations, typically for specified goods or services. A Bidder may be any individual, sole proprietorship, firm, partnership, corporation, or Limited Liability Company that submits a bid for the work contemplated, acting directly or through a duly authorized representative; this term may be used interchangeably in the Procurement Policy Manual with the terms ‘ proposer’ or ‘ offeror,’ which relate to negotiated procurements.

Bidders List: A compilation of names of prospective Bidders for a particular solicitation consisting of firms that requested and/or was sent a copy of the Bid Package.

Bid Tabulation (Also Bid Summary Sheet): The written record of prices and other relevant information pertaining to the Bids submitted in response to a Bid Solicitation Package. (The Bid Summary Sheet is filled in at the Bid Opening and serves as the Bid Tabulation unless not all relevant prices can be read at the time of bid opening in which case a more detailed Bid Tabulation, providing all unit and extended prices, is prepared after Bid Opening and prior to the qualification hearing).

Board of Directors: The governing body of CCRTA consisting of a Chairperson and ten members, who exercise, and perform all powers, duties, functions, rights, and privileges vested in CCRTA pursuant to CCRTA's governing law.

Brand Name or Equal Specification: A specification limited to one or more items by manufacturer’s names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the requirements of the CCRTA, and which provides for the submission of equivalent products.

Brand Name Specification: A specification limited to one or more items by manufacturer’s names or catalogue numbers.

Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Capital Purchase: Purchases of vehicles, equipment, improvements to building, construction of bus stop improvements and buildings, and improvements other than buildings costing more than \$750 (\$500 for computer equipment) and having a useful life of one year or more. For a more detailed description see the Capital Asset Policy.

Change Order: A unilateral change to a contract within the general scope of the existing contract that does not materially change the scope of the project.

Change Requisition: Used to modify or change an existing award for a variety of reasons, such as changing a unit price, period of performance, or any other aspect of procurement.

Check Request: A special documented request to pay for items such as non-established vendors, seminars or items requiring pre-payments, hotels for travel, reimbursements or other items of non-recurring nature or on an emergency basis. The purchase must comply with the Corpus Christi Regional Transportation Authority Procurement Policy.

Clarification: Communicating with an Offeror to discuss elimination of minor irregularities or clerical errors; Clarification may not include discussion of revisions or modifications

Contract Modification (bilateral change): Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Conflict of Interest: Conflicts of Interests can be either ‘personal’ or ‘organizational’

a. **Personal Conflict of Interest** – occurs when an employee, officer, board member or agent, including any member of the person’s immediate family, partner or organization that employees or intends to employ, has a financial interest in the entity selected for award. The conflicted party is always a person.

b. **Organizational Conflict of Interest** – can be real or apparent and exists when the work to be performed under an agreement without some restrictions on future activities result in an unfair competitive advantage or impair objectivity in perform the contract work. The conflicted party is an organization.

Confidential Information: Any information which is available to an employee only because of the employee’s status as an employee of the CCRTA and is not a matter of public knowledge or available to the public on request.

Consensus: A process used by an evaluation committee wherein the committee as a whole arrives at a common understanding as to the ranking of offers using narrative appraisals of the significant strengths, weaknesses and risks of each proposal or qualification, or adjectives such as poor, fair, excellent, or most important, very important, important, rather than numerical scoring. May be referred to as the narrative method.

Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine maintenance of existing structures, buildings, or real property.

Contract: A binding legal relationship that establishes terms and conditions, obligates the seller to furnish goods or services (including construction), and obligates CCRTA to pay for the goods or services. It is the written document resulting from acceptance of offers by awards or notices of award. The contract becomes effective by written acceptance or performance in a definite agreement between CCRTA and the vendor. It takes such forms as Purchase Orders (PO, Agreements, or blanket purchase agreements), etc.

Contract Administration: A system for ensuring that Contractors conform to contract terms, conditions, and specifications, and for assuring adequate, timely monitoring of the contract.

Contract Drawing: The official plans, profiles, typical cross-sections, elevations, and details listed or referenced in the specifications or amendments thereto; and supplemental drawings approved by CCRTA; which shows the locations, character, dimensions, and details of the work to be performed.

Contract Modification: Any written alteration in the specifications, delivery point, and rate of delivery, contract period, price, quantity, and exercise of options or other contract provision of an existing contract, accomplished by a bilateral mutual action of the parties to the contract.

Contract Termination: An action taken by CCRTA per provisions in a contract that permit CCRTA to terminate contracts for convenience, when a reduced need or other circumstance is deemed to be in the best interests of CCRTA, or for default, when the Contractor has failed to perform in accordance with contractual requirements.

Contractor: Any individual, sole proprietorship, partnership, firm, company, corporation, joint venture, authorized representative, limited liability company, or other legal entity who enters into a third-party contract with CCRTA. May also be referred to as 'vendor' or 'consultant'.

Cost Analysis: The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed in connection with every procurement action including contract modifications (i.e., change orders).

Cost Data: Factual information concerning the cost of labor, material, overhead, and

other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-Reimbursement Contract:

A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

Davis Bacon:

Federally mandated salaries and wage rates that apply to Contractor personnel who are working on CCRTA construction project. Procurement is responsible for assigning wage rates for construction purchase requests that have a value of \$2,000 or more and are federally funded. The Code of Federal Regulations, Part 29 CRF mandates that hourly rates and fringe benefits payments on all federally funded construction contracts.

Debarment:

A Federal process whereby the U.S. Comptroller General compiles a list of persons or firms not eligible for contract award to any person or firm contained on the U.S. Comptroller General's list of debarred persons or firms. www.epls.gov

Deficiency:

Any part of a proposal that fails to satisfy CCRTA requirements.

Design Bid-Build Project:

A construction project under which a recipient commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contract for construction, by engaging the services of a Contractor through sealed bidding or competitive negotiations to complete delivery of the projects.

Design-Build Project:

Defined in 49 U.S.C. Section 5325(d)(1) as a project under which a recipient enters into a contract with a seller, firm, or consortium of firms to design and build a public transportation system, or an operable segment of such system such that is that conforms to specific performance criteria. It may include an option to finance, or operate for a period of time, the system or segment or any combination of designing, building, operating, maintaining such system or segment. Apart from the definition at 49 U.S.C. Section 5325(d)(1), a 'design-build project' also means a construction project under which a recipient enters into a contract with a seller, firm or consortium of firms both to design and construct a public transportation facility that is the subject of the project.

Designee:

A duly authorized representative of a person having specific authority.

Direct or Indirect Participation:

Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing, or in any other advisory capacity.

Disadvantaged Business Enterprise:

A small business concern:

- Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Which has been certified as such by an organization acceptable to the CCRTA.

Dispute:

A controversy or difference of interpretation or opinion about the terms, conditions, specifications or drawings in a contract, arising between the Contractors awarded a contract and CCRTA.

Employee:

An individual drawing a salary or wages from the CCRTA, whether appointed or not; any non-compensated individual performing personal services for the CCRTA, or any department, agency, commission, council, board, or any other entity established by the Board of Directors of the CCRTA.

Environmental and Energy Efficiency Preference:

Federal laws and regulations require all recipients to comply with all applicable environmental requirements and implement them as necessary through its Contracts, which also flow down to subcontractor agreements.

Evaluation Committee:

The group of individuals who individually and as a group are tasked to review and evaluate submitted proposals or statements of qualification in a competitive procurement. Evaluation is done based on evaluation factors published in the RFP or RFQ.

Facility:

As defined in Chapter 451, Subchapter Q, Hybrid Delivery System Construction Projects, Section 451.801, (4), of the Texas Transportation Code, means a single transit project:

- with a proposed cost of more than \$100 million; or
- as identified in a referendum approved by the voters.

Facility Provider:

Defined in Chapter 451, Subchapter Q, Hybrid Delivery System for Certain Construction Projects, Section 451.801 (5) of the Texas Transportation Code as a partnership, corporation, joint venture, consortium, special purchase company, or other legal entity or team responsible for:

- providing and installing the system components for a facility;
- construction the associated civil works components

Final Acceptance: Final acceptance of the work occurs when CCRTA is satisfied that work is fully and absolutely complete, and is in strict compliance with the contract documents.

Financial Interest:

- Ownership of any interest or involvement in any relationship with the CCRTA from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$600 per year, or its equivalent.
- Ownership of 3% or more of any property or business; or
- Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Grantee: CCRTA or other party if specifically described as such in its role as a CCRTA of an outside source that receives funds from the Federal Transit Administration (FTA).

Gratuity: A payment, loan, subscription, advance, and deposit of money, service, or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value is received.

Hybrid Delivery System:

Defined in Chapter 451, Subchapter Q, Hybrid Delivery System for Certain Construction Projects, Section 451.801 (6) of the Texas Transportation Code as the alternative procurement procedures provided by this subchapter.

Independent Cost Estimate:

Estimates of cost prepared by a consultant or engineer before bids or proposals are received.

Interested Party(ies):

Anyone who has participated in solicitation

Inventory Item:

Parts/commodities purchased to keep CCRTA equipment in working order

Invitation for Bids (IFB):

The procurement process by which sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsive and responsible bidder whose bid, conforming to all the

material terms and conditions of the Invitation for Bids, conforming to all the material terms and conditions of the solicitation package is the lowest in price.

Lease vs. Purchases: FTA requires that a ‘leases vs. purchase’ analysis to be done to determine ‘best value’ when acquiring property. Before any recipient may purchase or lease an asset, FTA regulations require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful life of the asset.

Legal Restrictions: Before a recipients may use FTA assistance to support the acquisition of property or services it must comply with all applicable federal laws and regulations, whether or not addressed in the Common Grant Rules. Some of those laws and regulations will affect the third party contractor providing the good or services, or even determine which entities may qualify as a third party contractor. Other laws and regulations will affect the nature of the good or services acquired or the terms under which the goods or services is acquired. A recipient may not use FTA assistance to support acquisitions that do not comply with all applicable federal requirements.

Liquidated Damages: An amount established prior to contract award and assessed when a Contractor fails to complete delivery, installation, services, or the work specified in a contract within the contract period of performance or schedule, which causes increased cost to CCRTA or FTA. The amount is pre-established because the extent of actual damages would be difficult or impossible to assess. The assessment of liquidated damages shall be at a specific rate per day, for each day of overrun in contract time, and the contract identify these specifics. CCRTA shall credit any liquidated damages assessed to the project account involved unless the FTA permits otherwise. ‘The rate and measurement standards must be calculated to reasonably reflect CCRTA’s cost should the standard not be met, and must be specific in the solicitation and the contract’.

Method of Procurement: A broad term describing how CCRTA procures goods and services. The two basic methods are sealed bidding (Invitation for Bid) and competitive negotiation (Request for Proposal and Request for Qualification).

Modification: A multilateral written order issued by CCRTA’s Contracting Officer, which authorizes changes to be made to the contract with the consent of the Contractor.

Necessity: The Common Grant Rules requires the recipient to establish procedures to avoid the purchase of unnecessary goods and services (including

duplicative items and quantities or options not intended for use, or whose use is unlikely). In monitoring whether a recipient has complied with its procedures to determine what property or services are unnecessary, FTA bases its determinations on what would have been a recipient's reasonable expectations at the time the recipient entered into the contract.

Negotiated Procurement:

A contract awarded using other than sealed bidding procedures

Notice of Award (NOA):

Letter issued to the successful bidder stating that the contract has been awarded to it and stating the effective date of the contract. For non-construction contracts, the NOA usually authorizes the Contractor to commence performance; for construction contracts, the NOA is simply a notification and does not necessarily authorize the contractor to commence work. CCRTA must issue a Notice to Proceed before a construction Contractor is authorized to begin work.

Notice to Proceed: Written direction to commence delivery, installation, services, or the work provided for in the Contract. It is sent to the Contractor post award and states that the Contractor is authorized to commence work as of a specific date. Used primarily for construction contracts and/or when Contractor must provide permits or other documents or information to CCRTA after award but prior to commencing all or a portion of the work. The term is also used with regard to consultant contracts, in a manner synonymous with the term "Notice of Award", authorizing the Consultant to commence work.

Numerical Scoring: A process used by an evaluation committee that quantifies rather than qualifies committee evaluations wherein the maximum number of points is determined in advance for each criteria. Individually, every voting committee member assigns points to each criteria for the proposal or qualification evaluated.

Offer: A bid or proposal submitted in accordance with solicitation instructions

Offeror: Legal entity that submits a response to a solicitation.

Organizational Conflict of Interest:

A conflict of interest of a CCRTA contractor that arises or might arise because the nature of the work to be performed may, absent some restriction on future activities, result in an unfair competitive advantage to the contractor, impair the contractor's objectivity in performing the contract work, or make the contractor unable or potentially unable to render impartial assistance or advice to the CCRTA.

P-Card: A procurement method whereby authorized personnel may purchase small dollar items, using a CCRTA credit card in lieu of petty cash and check

requests, decreasing the number of small purchase orders.

Payment Bond: A promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract.

Performance Bond: A promise of surety sometimes referred to as a “completion bond,” assuring the CCRTA that once the contract is awarded, the contractor will perform its obligations on CCRTA contracts.

Personal Service: Those services performed by an individual or firm possessing special expertise or knowledge of a particular subject or field in a capacity as a consultant, advisor or informer to CCRTA in regard to the subject or field of the special expertise or knowledge.

Piggybacking: An assignment of existing contract rights to purchase supplies, equipment, or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, competed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If two or more parties jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

Pre-Bid or Pre-Proposal Conference: Conference during which representatives of Contracts and Grants, User Department, Project Manager, and DBE Staff to discuss questions posed by prospective bidders or proposers regarding the preparation of their bids or proposals. Responses to questions raised (if any) are formalized in an addendum to the contract and distributed to all holders of Bid Solicitation Documents.

Pre-Construction Meeting: For a construction project, a meeting with representatives of the Contractor and CCRTA after award and before beginning the construction work. "Kickoff Meeting" is also used to mean a meeting convened by the Purchasing Department and attended by the Selection Committee which will include a presentation by the Project Manager on the project Scope of Work for upcoming consultant procurement.

Price Analysis: The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data: Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed

selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement: The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services, or construction services. It also includes all functions that pertain to the obtaining of any supply, service or construction services, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Professional Services: Chapter 2254.002 of the Texas Government Code (as per the Texas Professional Services Act) defines professional services as those ‘within the scope of the practice of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing. Or services provided in connection with the professional employment or practice of a person who is licensed as a certified public accountant, architect, landscape architect, land surveyor, physician, surgeon, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, or registered nurse in connection with his professional employment in practice’.

Proposal: The submission by a potential contractor in response to a Request for Proposal (RFP) issued by CCRTA.

Proposer: The general term for the legal entity that submits a response to an RFP; may be any individual, sole proprietorship, firm, partnership, corporation, or limited liability company (LLC) submitting a proposal for the work contemplated.

Protest: A written complaint describing an unresolved disagreement, or controversy stemming from solicitation

Protestor: The person or firm filing the protest

Purchase Order: A contractual document in which a promise to pay is offered in exchange for an acceptance effectuated by performance, e.g., the delivering of goods; generally used for inventory replenishment items or other acquisitions for which CCRTA assumes a minimum exposure to liability, thereby negating the need for extensive non-standard terms and conditions. In some cases, a Purchase Order is bilaterally executed.

Purchase Requisition: A form used by an authorized user to initiate procurement action for materials, supplies, and/or services

Quote: A statement of current prices for items being obtained under informal

purchase procedures.

Request for Information (RFI):

A solicitation document used to obtain general information about products, services or suppliers. It is an information request, not binding on either the supplier or the purchaser, and is often used prior to specific requisitions for items.

Request for Proposals (RFP):

The competitive proposal method of procurement that is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. RFPs are used in negotiated procurements to communicate CCRTA requirements to prospective contractors and to solicit proposals from them.

Request for Qualifications (RFQ):

A competitive proposals process based on the Brooks Act in contracting for architectural and engineering (A&E) services. An offeror's qualifications are evaluated and price is excluded as an evaluation factor. Can only be used for procuring architect or engineering services when using federal funds.

Request for Quotations:

A solicitation document used to obtain price quotes for a specified product or service. A sealed bid solicitation usually used for small purchases.

Requisition:

The authorizing document for the Procurement department to initiate the contracting process for goods or services, or to initiate changes or modifications to existing contracts

Responsible Bidder or Offeror:

A person who has the capability in all respects to perform fully the contract requirement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment's, and credit which will assure good faith performance.

Responsive Bid:

A Bid which conforms to all technical, business and legal requirements of the Bid Solicitation Package, i.e. Invitation for Bids.

Sealed Bidding Procedure:

A procurement method that keeps Bidders' pricing submissions secret from all parties until completion of bid openings at a pre-determined date and time and after selection the Bidder with the lowest cost

Services:

The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely

incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Small Business: A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Small Purchases: Goods purchased that are \$750 or less. Authorized small purchase procurement methods include Requisitions and purchase orders; the Purchasing Card program (P-card); petty cash, etc.

Specification (Scope of Work): Complete, clear description defining the supplies or services being procured. Specifications fall into two general categories: performance specifications that set forth the minimum acceptable performance standards expected of the end product, and design specifications that describe in detail the tasks to be performed and products to be delivered.

Sole Source: The only source (vendor) known to be able to perform a contract, or the one source among others that, for justifiable reasons, is found to be the most advantageous for the purpose of contract award.

Substantial Interest: Any interest which has a value of \$5,000 or represents ten percent (10%) or more of a person's gross income during the most recent calendar year.

Supplies: All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Technical Administration: Utilization of project managers' diverse educational and professional backgrounds, to serve in achieving, developing, and assuring needed procurements are made and contract specifications are adhered to for the CCRTA .

Technical Requirements: A document written or supplied by a project manager that defines a product they are wanting to procure and designed to allow people to understand what a product should do and how it should work. The technical requirements pertain to the technical aspects, such as performance-related issues, and reliability issues. Technical requirements include a description, an example, a source, references, and history.

Third-Party Contract: A federally funded or partially federally funded contract between CCRTA and a Contractor to furnish equipment, supplies, materials, construction, services, or combinations thereof. Typically third-party contracts involve the FTA or FTA- funded contracts.

Unauthorized Procurement:

A verbal or written agreement made by an unauthorized CCRTA representative. Any employee representative who initiates a contractual obligation without proper authorization may be liable for that obligation and may be subject to disciplinary action, including suspension or termination.

U.S. Department of Transportation-Federal Transit Administration:

Federal grantor agency referred to in the Contract documents as "FTA", under whose grants of financial assistance and grant contracts, work or services are performed or materials are provided by third parties.

Vendor:

Companies doing, or wishing to do business with CCRTA.

SECTION 3 PROCUREMENT ADMINISTRATION AND REQUIREMENTS

3.1 Procurement Roles and Responsibilities

The CCRTA Procurement Department requires to obtain and manage the documentation required to procure goods and services. In the course of administering a contract, the Procurement department works with a variety of departments and functions. It is the Procurement departments to address all FTA issues prior to award a contract. The Procurement Department is responsible for all soliciting, purchasing and associated contracting activities in support of CCRTA.

3.2 Originating a Procurement

3.2.1 Requisition for Purchase Orders

There will be no procurement action taken until a properly Requisition and any required backup documentation is received by the Procurement Department. The individual requesting the Requisition is responsible for the accuracy and adequacy of information supporting the request. Requisitions should be submitted early enough to have a Purchase Order, Agreement, or Contract prepared, reviewed and issued in time for the goods or services to be obtained when needed. The requestor will be responsible for assuring that all advance preparations are made so that total Requisition processing time is expeditious. Incomplete Requisitions will not be accepted and processed for solicitation by the Procurement Department until the specifications or scope of work are adequate to provide clear communication to the bidders or offerors. Requisition over the small purchase threshold must have an independent cost estimate.

3.2.2 Lease vs. Purchase

FTA requires that a 'leases vs. purchase' analysis to be done to determine 'best value' when acquiring property. Before any recipient may purchase or lease an asset, FTA regulations require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful life of the asset.

Requestors of equipment valued at \$50,000 or greater shall perform a lease versus purchase analysis as part of the procurement package. The analysis conclusion should also include a discussion of the financial and operating advantages of alternate approaches that would help contracting officials determine the final appropriate acquisition method. The analysis will be made to determine the most economical approach to procure the equipment.

See FTA Circular 4220.1F for requirements and application.

3.2.3 Independent Cost Estimate, Cost Analysis, and Price Analysis

The purpose of conducting price or cost estimates and analyses is to establish that the dollar amount paid for good or services procured is fair and reasonable. The Federal Transit Authority (FTA) Circular 4220.1 F, Chapter VI, Section 6, requires transit

authorities to conduct a price or cost analysis for every procurement action, including contract modification and change orders.

3.2.3.1 Independent Cost Estimate (ICE)

CCRTA requires an independent cost estimate for the approximate dollar amount that CCRTA will likely pay for any procurement before soliciting for bids or proposals. The ICE determines the type of procurement to use to buy a good or service. It also provides essential procurement and financial planning information and gives an indication of what federally regulated certification and bonding requirements the procurement contract must meet.

3.2.3.2 Cost Analysis

The CCRTA must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The CCRTA must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The CCRTA is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The CCRTA, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation

3.2.3.3 Price Analysis

If the CCRTA determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. The price analysis for micro-purchases may be limited. Similarly, the CCRTA may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

FTA recognizes that the CCRTA may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA may change the Common Grant Rules' requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the Federal Acquisition Regulations (FAR).

3.3 Technical Specifications and Statements of Work

Technical Specifications and Statement of Work for formal solicitations shall describe

accurately and in clear, concise language the technical requirements to be met by a contractor in satisfying CCRTA's needs. These documents shall be in a format that describes, in logical steps, the complete service or goods to be delivered for each milestone of the total requirement from inception to completion.

Specifications shall not be slanted toward any particular prospective contractor. Descriptive literature from one prospective contractor shall not be used as the sole basis for writing specifications. Descriptions shall not contain features that unduly restrict competition.

Solicitations of offers for professional services shall clearly and accurately set forth all requirements which the offerors must fulfill, including the factors to be used in evaluating the bids or proposals.

3.4 Federal Third-Party Contract Provisions

The Procurement department will review the federal checklist entitled 'Applicability of Third Party Contract Provisions' and verify that all required federal contract provisions are included in the solicitation documents or form of contract before advertising the contract.

3.5 Advertisements and Announcement of Formal Solicitations

- CCRTA will place advertisements in the local major newspaper, the *Corpus Christi Caller Times*, at a minimum and frequency of no less than once a week for two (2) consecutive weeks before the date fixed for receiving bids.
- In addition to but not the replacement of the above mentioned advertisement, CCRTA may place an advertisement a single time in national publications before the date fixed for receiving bids.
- CCRTA shall post an announcement of solicitations for the public on CCRTA's website address at <http://www.ccrta.org>.

3.6 Pre-Solicitation Conferences

The Procurement department will organize a pre-solicitation conference for all formal solicitations as a means of briefing prospective Bidders/Proposers on the specification and requirements of the solicitation. The conference serves an open forum for potential Bidders/Proposers to address items in the solicitation documents that require clarification. Notice of the conference day, place and time shall be included in the solicitation.

The Pre-bid conference will be scheduled no earlier than seven (7) days after the solicitation has been advertised.

3.7 Contract File Documentation Requirements

The following documents are required in the contract file for a formal solicitation:

- a) Independent Cost Estimate (ICE), Cost Analysis, and/or Price Analysis
- b) Advertisement of Formal Solicitation

- c) Request for Board Action
- d) Complete Solicitation Document
- e) Pre-Bid/Proposal Conference Roster
- f) Addenda's/Request for Information (RFI)
- g) Unsuccessful Bids/Proposals
- h) Bid/Proposal Opening Statement Sign In Sheet
- i) Tabulation of Bids Received
- j) Evaluation of Proposals Received In
- k) All Correspondence
- l) Notice of Award
- m) Notice to Proceed

3.8 Post-Award Activities

3.8.1 Contract Modifications, Change Orders, Amendments

Contract Modifications

Shall be issued when it is necessary to change the contract price, cost and/or fee, technical requirements, period of performance, or any other contract item that is mutually agreeable between CCRTA and the Contractor. The project manager shall coordinate the requirement for a contract modification as soon as the need is known and shall provide the necessary documentation to permit the Modification to be processed in the most expeditious manner to prevent delays in the Project Schedule.

3.8.2 Change Order

Under certain unforeseeable conditions, it may become necessary to redirect the Contractor's effort to prevent an adverse impact on the Project. In such instances, the Procurement department may issue directions by a unilateral "Change Order" pursuant to the provision. If such direction cause an increase or decrease in the estimated cost and/or fee, or affects any other provision of the Contract, the Change Order shall be incorporated into the Contract by formal Contract Modification in the most expeditious manner possible.

A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000 or 25% of the aggregate contract amount.

A Cardinal Change is when a major addition, revision or increase in quantities or in the scope of work scope of service, or specifications require processing a new procurement.

3.8.3 Contract Termination

The performance of work under a contract may be terminated in part or in whole when the Procurement Department or Project Manager determines that such termination is in the best interest of CCRTA. Contracts may be terminated for convenience, such as

reduced need or in the best interest of CCRTA, or for default, such as the Contractor failing to perform in accordance with the contractual requirements. When the decision to terminate a contract is made, the Procurement Department shall issue a 'Notice of Termination'. The Procurement department shall send the notice to the Contractor by certified mail with a return receipt request. The Notice of Termination shall specify the reason for the termination, the extent (in whole, or in part) to which the performance of work is being terminated, and the day when the termination becomes effective. After issuing a Notice of Termination, the Procurement Department shall process and finalize the all relevant contract documentation as soon as possible to protect CCRTA interests and minimize CCRTA liability.

3.8.4 Contract Close Out

The Procurement department and the project manager are responsible for insuring that contract files are closed in a timely manner and the closeout actions are documented. The Contractor must complete the required closing documents, make final disposition of CCRTA property, and reach final agreement regarding the amount of final payment due before releasing retention of amounts withheld pursuant to the contract provisions to the Contractor. Withheld amounts shall be included in the final payment to the contractor.

SECTION 4 PROCUREMENT BY COMPETITIVE SEALED BID

All goods and services estimated to cost over \$50,000 or more should be purchased using full and open competition procedures. CCRTA Board of Directors' approval is required to procure any goods or services in which the aggregate is more than \$50,000.

When using FTA assistance to support the acquisition, refer to Federal Transit Authority (FTA) Circular 4220.1F, the FTA Best Practices Procurement Manual Chapter 4.

4.1 Invitation for Bids. The IFB method will be used to initiate competitive sealed bid procurements. The Procurement Dept. should solicit bids from an adequate number of sources to encourage sufficient competition. If CCRTA receives a single bid in response to an IFB, the Procurement dept. may choose to re-advertise and issue a new solicitation. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement. The invitation for bids shall describe all evaluation factors for source selection and the relative importance of each factor.

4.1.1 IFB required documents

Each IFB shall include the following:

- A. Instruction and information to Bidders concerning the bid submission requirements, including the following:
 - 1. Time and date set for receipt of the bids;
 - 2. The address where bids are to be delivered (including the physical street address, zip code);
 - 3. The pre-bid conference time, date and location, as well as any other special information.
- B. A Statement of Work, Scope of Service or Specifications, and if applicable drawings or references to drawings or industry standards;
- C. A clear and accurate description of the technical requirements for the materials, products or services to be procured;
- D. Bonding Requirements (if applicable);
- E. Warrant requirements (if applicable);
- F. Insurance requirements (if applicable);
- G. Certifications Forms;
- H. The proposed contract.

4.1.2 Advertising

Every Invitation for Bid (IFB) shall be advertised in a local newspaper, and as appropriate, on the internet, trade journals, etc. The notice must be published in a newspaper of general circulation at least once each week for two consecutive at least 15 days before the date set for the bid opening.

4.1.3 Amendment to Invitation for Bids

The Procurement dept. shall promptly furnish to all prospective Bidders, in

writing, any information given to a prospective Bidder concerning a solicitation. The Procurement department shall issue an amendment to the solicitation if such information materially changes the solicitations. The amendment to the IFB shall include changes or corrections in:

- 4.1.3.1 Quantity;
- 4.1.3.2 Specification;
- 4.1.3.3 Statement of work;
- 4.1.3.4 Scope of service;
- 4.1.3.5 Delivery Schedules;
- 4.1.3.6 Opening dates;
- 4.1.3.7 Questions and Answers.

4.1.4 Records of Invitation for Bids and Records of Bids

The Procurement Department must retain a record of every Invitation for Bids issued and of each abstract or record of bids, known as the Bid Tabulation, subject to records management guidelines. This record should be reviewed at the time of each subsequent procurement request for the same and/or similar items to ensure that historical data is analyzed for all pertinent purposes.

4.1.5 Receipt of Bids

Bidders shall submit sealed bids before the date and time set for receipt of bids specified in the solicitation itself. The sealed bid package should be clearly marked by the submitter to state 1) the bid or proposal project title, 2) the date and time bid receipt deadline, and 3) the IFB or RFP number.

4.1.6 Correction or Withdrawal of Bids; Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the CCRTA or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Procurement.

4.1.7 Opening of Bids

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as deemed appropriate, together with the name of each bidder shall be recorded, and when practicable, read aloud to the persons present.

4.1.8. Rejection of Individual Bids

Any bid which fails to conform to the essential requirements of the Invitation for Bids, such as specifications, delivery schedule, or to any alternatives or other requirements which may be specifically provided for in the IFB, shall be rejected as non-responsive.

Ordinarily, a bid will be rejected when the bidder imposes conditions which would modify requirements of the Invitation for Bids or limit their liability to CCRTA so as to give them an advantage over other bidders.

Any bid may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. The determination must be supported by review and analysis of the action. Where a bid guarantee is required and a bidder fails to furnish it in accordance with the requirements of the Invitation for Bids, the bid must be rejected.

Low bids received from firms determined not to be responsible or ineligible for any reason by CCRTA will be rejected.

4.1.9 Errors in Bids – General

The Procurement Dept. shall examine all bids for errors after opening of bids. The Procurement dept. will either confirm the bid as without error, or pursue the allegation of a mistake made by a bidder. The Director of Procurement will notify the bidder of a clerical mistake. The Director of Procurement will consider the unit price to be the intended price and correct the extended price. The Director of Procurement shall request the Bidder to provide the attached written verification of the mistake with the original bid as it was intended, calling attention to the suspected mistake, to confirm that the suspected clerical error is indeed an error.

A. Errors in Bids before Award

Clerical errors must be obvious or apparent on the face of the bid and include such errors as an obvious misplacement of a decimal point, a typographical, transposition or arithmetical error or an obvious mistake in the designation of a unit, obvious incorrect discounts, or obvious reversal of a price Freight on Board (F.O.B.) destination and price F.O.B. origin. The procurement department may correct such apparent errors before contract award and by reflecting the correction in the contract, not on the face of the bid.

The Director of Procurement or bidder may only correct bids that are responsive as submitted. The Procurement Department cannot correct a

nonresponsive bid to convert it into a responsive bid.

The Director of Procurement shall fully document all evidence of attempts to obtain information regarding the suspected or alleged error in the bid, as well as any actions taken.

B. Errors in Bids after Award

If a Contractor does not discover a mistake in the bid until after award, the Procurement Department should process the request for correction. The Procurement Department may correct the mistake if favorable to CCRTA and if the correcting does change the essential requirements of the specification. The Director of Procurement shall make one of the following determinations, after consultation with CEO and General Counsel:

1. To rescind a contract;
2. To modify the contract to delete the items involved in the mistake, or to increase the price if the contract price, as corrected does not exceed that of the next lowest acceptable bid under the original IFB; or
3. To decide to make no changes to the contract as awarded.

The contract file shall contain a record of each determination made in accordance with this section, all facts and evidence surrounding the mistake/alleged mistake and the actions taken.

4.1.10 Contract Award

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds and such bid does not exceed such funds by more than five percent, the Director of Procurement is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. CCRTA Board of Directors' approval is required to award all contracts in which the aggregate amount in the contract is more than \$50,000. Contracts of \$50,000 or less may be awarded by the Chief Executive Officer as long as they are within budgeted amounts approved by the Board of Directors. The Chief Executive Officer may transfer approval authority for contracts of \$50,000 or less to the Director of Procurement, Chief of Administration, Chief of Operations, or Director of Business Development. If the Chairperson of the Board of Directors determines a purchase in excess of \$50,000 is necessary prior to Board of Directors approval, he may authorize the Chief Executive Officer to make the purchase. Ratification of this decision will be brought to the CCRTA Board of Directors at their next regularly scheduled meeting.

SECTION 5 PROCUREMENT BY NEGOTIATED CONTRACTS

The requirements and procedures for conducting negotiated procurement for personal and Professional services, which include architect-engineer (A&E) services will be discussed in this section.

Negotiated procurement do not follow the competitive sealed bid process. Negotiation includes the receipt of proposals from offerors (individuals or firms), permits negotiation, and usually affords offerors the opportunity to revise their offers up until just prior to contract award.

Refer to Chapter II Section 2b of 4220.1F for guidance when using FTA assistance to support an acquisition with this procurement method.

5.1 Request for Proposals

A Request for Proposals (RFP) leading to a negotiated procurement shall be solicited from an adequate number of potentially qualified proposers in order to obtain the greatest possible competition. Contract award under the competitive proposal method is depending upon the negotiation of a mutually acceptable agreement between CCRTA and the successful proposer(s). CCRTA reserves the right to reject all proposals and re-solicit or cancel the procurement if deemed by CCRTA to be in its best interest. CCRTA reserves the right to enter into a contract with any offeror based upon the initial proposal or on the basis of a final proposal revision without conducting written or oral discussions.

5.2 Request for Qualifications

The qualifications-based procurement of statutory professional services, subject to the Texas Professional Services Procurement Act, Title 10, Chapter 2254 of the Texas Government Code, shall be accomplished utilizing the Federal Transit Administration best practices of the Qualifications-Based Selection (QBS) process to procure professional and A&E services through negotiated competition, as mandated by Chapter 2254.002 of the Texas State Code. QBS is the process established by the United States Congress as a part of the Brooks Act, and detailed in Title 40, sections 1101-1004 of the United States Code (USC) and Subpart 36.6 of the Federal Acquisition Regulation (FAR). After technical evaluations have been completed, discussions will be held with all firms determined to be in the technically competitive range. Price is never an evaluation factor for qualifications-based statutory professional services.

The selection of the technically “most qualified firm” shall be made at the conclusion of discussions and based upon the evaluation of a revised Request for Qualifications (RFQ) unless the determination has been made to award on the basis of the initial RFQ without conducting discussions with any of the competing firms. Where multiple awards are proposed, more than one firm can be considered as most qualified. Negotiations are conducted only after the most qualified firm or firms has been identified. If an agreement cannot be reached on price, the firm’s submittal is rejected and negotiations are conducted with the next most qualified firm.

5.2.1 Architect and Engineering Services Fee Schedule

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

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

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

5.3 RFP /RFQ Required Documents

5.3.1 Each RFP/RFQ shall include the following:

- A. The type of services required;
- B. Description of the work involved;
- C. An estimate of when and for how long the services will be required;
- D. Required or desired delivery or performance schedule;
- E. The type of contract used;
- F. A time and date by which proposals are due;
- G. Pre-proposal conference time, date and location;
- H. A statement that the proposal shall be in writing
- I. Factors used in the evaluation and selection process and their relative importance, in descending order of priority, or note that all factors are considered to be of equal importance;
- J. Submission of cost or pricing date (not considered in evaluation of RFQs);
- K. Pre-established values for the area and factors have to be set out in the RFP/RFQ evaluation criteria;
- L. Bonding requirement, if any;
- M. Inspection and acceptance requirements if not included in the technical specifications, statement of work or scope of services
- N. Proposed model contract including the terms and conditions (non A/E) and;
- O. Instruction and information to proposers concerning the proposal submission requirements.

5.4 Evaluation Criteria for RFPs

The request for proposals shall identify the evaluation factors that will be considered. All evaluation factors and their relative importance shall be specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed. The following factors are appropriate for evaluating technical proposals. The relative importance of these and other factors will vary according to the type of services procured.

The evaluation team will identify any factors, including price, which will be major considerations in:

- 5.4.1 Technical data (when applicable) that provides or demonstrates:
 - a. An understanding of the technical requirement for the solicitations;
 - b. Technical excellence or expertise demonstrating intended accomplishment of the technical requirement;
 - c. The technical approach or methodology, which may include creativity, to solving or satisfying the technical requirements;
 - d. Comprehension of study requirements and important characteristics of the approach;
 - e. Experience on similar projects.

- 5.4.2 A management plan giving as much detail as is practical explaining how the offeror will perform the required services. The evaluation team will consider the following:
 - a. Ability to perform the services as reflected by technical training and education, general experience specific experience in provide the required services, and the qualifications and abilities of personnel proposed to be assigned to perform he services;
 - b. The equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting;
 - c. Experience in related work and record of previous experience;
 - d. Ideas for coordinating work with other related and concurrent work; and
 - e. a listing of other contracts under which the offeror performed or undertook services similar in scope, size, or discipline to the currently required services within a previous timeframe.

- 5.4.3. Analysis of cost or price proposals and appropriate financial data.

5.5 Evaluation Criteria for RFQs

The Procurement department and Project Manager will develop a set of evaluation criteria with relative weighing factors for the solicitation and communicate this through the RFQ. The intent is to identify the qualified firms from their qualification statements.

- 5.5.1 Qualifications necessary for all segments of project requirements and the ability to perform all the required services satisfactorily;
- 5.5.2 Specialized experience as a firm and technical competence of proposed key personnel in the type of work required;
- 5.5.3 Capacity to accomplish the work in the required time established;
- 5.5.4 Potential conflicts with current work on hand; and
- 5.5.5 Past experience and satisfactory performance on contract with CCRTA and or other agencies in terms of cost control, quality of work and compliance with performance schedules;

5.6 Receipt and Handling of RPFs and RFQs

RFPs and RFQs shall be date stamped and time upon receipt and held secure until the established due date on the solicitation. The received proposals and qualifications will not be open publicly. The proposals or qualifications may be available for public inspection only after the contract has been awarded.

5.7 Evaluation Committee

- A. The Evaluation Committee's function is to assess the competency of the all proposals submitted for the solicitation. The committee should include at a minimum:
 - 1. The project manager;
 - 2. At least three (3) staff members with knowledge and expertise related to the project;
 - 3. A representative of the Procurement Department to facilitate the evaluation process
- B. Firms and/or their representatives shall not contact, attempt to contact, or influence any member of an evaluation committee, CCRTA employees, and CCRTA Board Members. If such behavior is display, the firm may result in disqualification of the process.
- C. All members of the evaluation committee are required to sign a confidentiality statement and a conflict of interest questionnaire to ensure that no real or apparent conflict exist between the member of the committee and proposer. Committee member shall not communicate with anyone outside the committee regarding the procurement.
- D. Committee members shall not disclose any information contained in or derived from proposals submitted by other firms until after award of the proposed contract.
- E. The communications blackout period shall commence from the issue of a solicitation through contract award. The Director of Procurement is the only CCRTA representative authorized to communicate with firms or their representatives.

5.8 Competitive Range

Only those Proposals deemed responsive and most advantageous, highly qualified fall into the 'Competitive Range' of responses. CCRTA will conduct written discussions with firms within the competitive range to discuss Best and Final Offers (BAFO).

5.9 Best and Final Offer (BAFO)

The Procurement Department can issue to all offerors still within the competitive range a request for best and final offers (BAFOs). The request shall included

5.9.1 Notice of the opportunity to submit a best and final offer and

5.9.2 A due date and time that allows a reasonable opportunity for submission of written BAFOs.

Following the evaluation of the BAFOs, the committee shall recommend whose BAFO is most advantageous to CCRTA, consistent with the established evaluation factors.

5.10 Debriefing of Unsuccessful Offerors

When requested by an unsuccessful offeror, a debriefing will be conducted, following contract award, by the Procurement Department and Project Manager utilizing the evaluation matrix, documentation of scoring process, and the narrative appraisal describing the strengths and weaknesses as basis for the debriefing discussion. When a DBE firm requests a debriefing, the DBE Officer will be invited to participate in the debriefing.

5.11 System for Award Management

Before awarding any contract, the CCRTA will verify, using the Federal System for Award Management and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for the contract award has no unsatisfactory performance history that would prohibit awarding them a contract.

SECTION 6 NON-COMPETITIVE PROCUREMENTS

6.1 Sole Source

A Sole Source procurement is an acquisition where only one supplier exists for the required product, supplies or services. Proprietary does not justify sole source if there is more than one potential supplier available.

The Procurement Department can negotiate the purchase as to price or cost, delivery, terms and as applicable, services, training, warranties, etc. A cost analysis, verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of cost and profit, is required.

CCRTA will avoid Sole Source procurements except in circumstances where it is allowed by law and in the best interest of the agency. Sole Source procurements shall be allowed only on an exceptional and fully documented basis.

6.1.1 Advertisement of Sole Source Procurement under Texas Transportation Code Chapter 451:

Sec. 451.111. PURCHASES: NOTICE OF NONCOMPETITIVE BID PROPOSALS.

(a) Except as provided by Subchapter Q, unless the posting requirement in Subsection (b) is satisfied, a board may not let a contract that is:

- (1) for more than \$50,000; and
- (2) for:

- (A) the purchase of real property; or
- (B) consulting or professional services.

(b) An announcement that a contract to which this section applies is being considered must be posted in a prominent place in the principal office of the authority for at least two weeks before the date the contract is awarded.

(c) This section does not apply to a contract that must be awarded through competitive bidding or for the purchase of an existing transit system.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1999, 76th Leg., ch. 1479, Sec. 2, eff. June 19, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 1277 (H.B. 2300), Sec. 3, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 801 (H.B. 2325), Sec. 2, eff. September 1, 2011.

6.2 Brand Name Only Justification

Use of Brand Name purchase description is one of many ways to describe or specify a particular item for purchase by specifying a particular manufacturer's name and identify number. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

Brand Name purchase descriptions are restrictive of competition, and CCRTA shall only use this method after careful consideration. The department's Managing Director or CEO must approve and submit written justification to the Procurement Department for the reasons that a particular name brand product is required.

6.3 Emergency Purchasing

An emergency is a condition that creates a threat to CCRTA employees, property or operations, or to public health, welfare or safety, arising from nation forces (i.e., fire, wind, flood, storm, earthquake, or other natural disaster). Emergency also means any condition that requires immediate action to protect life or CCRTA property or to correct a condition that places the Agency's mission in imminent danger.

The existence of such a condition creates an immediate and serious needs for goods, services, or construction unachievable through normal procurement methods, and delay of the requirement and the lack of goods and services would seriously threaten:

- 6.3.1 The functioning of CCRTA operations;
- 6.3.2 The preservation of protection of property; or
- 6.3.3 The health or safety of any person.

Except under emergency situations, only authorized personnel and Director of Procurement may obligate CCRTA to incur costs for the purchase of goods and services. Any other commitments are informal and expose whoever makes such a commitment to personal liability for costs thereby incurred.

6.4 Contract Options

A contract option is a unilateral right in a contract by which, for a specified time, CCRTA may elect to purchase additional equipment, supplies, goods or services called for by the contract, or may elect to extend the term of the contract. The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of the options will be considered a sole source procurement.

In recognition of CCRTA's needs in certain service contracts for continuity of operations and the potential cost of disrupted support, options may be included in service contracts if

there is an anticipated need for continued service beyond the first contract period and competition is infeasible.

CCRTA may exercise an option only after making a written determination, signed by the Project Manager and Procurement Director and placed in the contract file, that the exercise of the option is the most advantageous method of fulfilling CCRTA's needs, considering price and other factors.

- 6.4.1 Before exercising an option, the Procurement Department shall determine that:
 - 6.4.1.1 Such action is in accordance with the terms of the option;
 - 6.4.1.2 Such action is in accordance with the terms of the contract;
 - 6.4.1.3 The contract performance period has not expired before the option is exercised;
 - 6.4.1.4 Applicable FTA option provisions are used when the procurement is federally funded;
 - 6.4.1.5 Option quantities are no more than 100% of the initial quantity of the same line item in the contract; and
 - 6.4.1.6 There are no changes to the terms and conditions of the requirement, as this would require the issue of a new solicitation.

- 6.4.2 Exercise of Options. The CCRTA may use contract options held by another recipient with the following limitations:
 - 6.4.2.1 Consistency with the Underlying Contract. FTA expects the CCRTA to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.

 - 6.4.2.2 Price. The CCRTA may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.

 - 6.4.2.3 Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:
 - a) Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.

- 6.4.3 Negotiating is prohibited for changes to the terms and conditions or technical requirements of an existing option. Doing so would result in a new, unsolicited contract, even if the contract has offered a lower price.

SECTION 7 SMALL PURCHASES

7.1 General

Any contract not exceeding \$50,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section. Any procurement exceeding \$50,000 shall be made in accordance with Section 4- Procurement by Sealed Bidding, Section 5 – Procurement by Negotiated Contracts.

CCRTA policy expressly forbids dividing purchases into several smaller purchases with the intention to evade formal competitive bidding or circumvent CCRTA purchasing process.

CCRTA prohibits personnel from making ‘after the fact’ purchase, a type of unauthorized procurement that occurs when a CCRTA employee orders materials and afterwards request the Procurement Department to issue a purchase order.

7.2 Purchases for More Than \$500 but Less Than \$50,000

Insofar as it is practical for small purchases in excess of \$500 but less than \$50,000, no less than three businesses shall be solicited to submit written or e-mail quotations. If less than three businesses are available, write this information on the requisition. Awards shall be made to the business offering the lowest acceptable quotation. The names of the business submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.

- 7.2.1 Department Heads are responsible for all purchases made for their department. The Chief Executive Officer has delegated purchase responsibility to Department Heads for purchases over \$5000 with review of the process to be the responsibility of the Director of Procurement.
- 7.2.2 A Department Head may request that the Procurement Department solicit price quotes and make a vendor selection, or the Department Head may designate personnel from their own department to perform this function. If the Department Head chooses to obtain quotes and make vendor selections, all precautions should be taken to insure that a fair procurement will be obtained following the state and federal statutes applicable to public procurements. Guidance on these issues may be obtained from the Director of Procurement.
- 7.2.3 The Department Head or designated purchaser (Purchaser) must determine that the purchase to be made will not exceed his/her authorization limits, and the purchase has been provided for in the departmental budget line item to be charged. Only those CCRTA employees that have authorization as per the *Purchasing and Contracting Authorization Limits* as approved by the Chief Executive Officer are authorized to purchase goods and services for the CCRTA.
- 7.2.4 Purchasers must obtain **(3) three written** quotes from qualified vendors for the

items they wish to purchase. These quotes must accompany the Requisition Form to make purchases. The combined total of all items cannot exceed the Department Head's purchasing authority. If the vendor includes a statement on their written quote that "This quote is good for 30 days," Purchaser may copy the quote to use within that timeframe for other similar purchases.

- 7.2.5 After obtaining the quotes and selecting the vendor, Purchasers must complete a *Purchase Requisition* form. It must contain:
 - 7.2.5.1 Signature of the Department Head that has been authorized by the Chief Executive Officer to commit CCRTA funds for the purchase.
 - 7.2.5.2 A signature of the person initiating the requisition.
 - 7.2.5.3 The account number to be charged with the purchase.
 - 7.2.5.4 Assurance by the Department Head that budgeted funds are available or the purchase.
- 7.2.6 The Purchaser must submit the completed Requisition Form and the written quotes to the Procurement Department. Purchasers should retain a copy of the form and quotes for their own records.
- 7.2.7 If the Department Head prefers to have the Procurement Department solicit prices, he/she simply needs to submit a completely filled out requisition form, properly authorized, with a list of suggested vendors for the Procurement Department to contact. The description of the item to be purchased must include the technical requirements for the purchase. All supporting information such as drawings, specifications, and part numbers should be provided to the Procurement Department with the completed requisition form.
- 7.2.8 If the Department Head obtained the quotes, the Procurement Department will review the requisition and the written quotes to assure that the solicitation has been properly handled. The Procurement Department will also determine if the price obtained is fair and reasonable. If no problems are found, the Procurement Department will issue a purchase order and place an order for the purchase. The Purchaser will receive the green copy of the requisition form, a copy of the purchase order, and a receiving document.
- 7.2.9 The purchase order will be sent to the Parts Department. When the merchandise is received by the Parts Department, the Parts Department will close the purchase order and forward the receiving document to Accounts Payable for payment. If the Purchaser receives the merchandise, the Purchaser must send the Parts Department a receiving document signed and dated by the Purchaser that they have received the merchandise so the purchase order can be closed and the invoice promptly paid.
- 7.2.10 The vendor must include the purchase order number on the invoice. No invoice will be paid without a purchase order number referenced on the invoice.
- 7.2.11 Upon receipt of the invoice, Accounts Payable will pay the invoice in accordance with the Accounts Payable Standard Operating Procedures.

7.2.12 When purchasing federally funded capital items, Purchaser must receive **prior** approval in writing from the Contract and Grants Manager and Director of Finance before purchasing the item.

7.2.13 Failure to comply with these procedures could result in suspension of the ability to purchase without the approval of the Chief Executive Officer or Division Heads and/or other disciplinary action up to and including termination.

7.3 Small Purchases for \$500 or Less

7.3.1 Purchases for \$500 or Less

To make a purchase for a good or service that will cost less than \$500 the Department Purchaser must secure a Small Purchase order (SP) before purchasing the item or may use a purchasing card.

7.3.2 For a Small Purchase Order (SP), the Department Purchaser must confirm that prices offered are fair and reasonable. No requisition is required for any purchase for \$500 or less. No quotes are required. No documentation of quotes is required to obtain a confirming purchase order number; however, the Contracts Department can request information on the quotes obtained, if prices do not appear to be fair and reasonable. Do not circumvent CCRTA purchasing policies for dollar limitations by getting two SPs or having someone else get a second SP for the same item.

7.3.3 After purchasing the item, take the receipt that the vendor gives you, write the SP number on the receipt (unless the vendor has the number on the receipt already), sign and date the receipt and give it to the Accounts Payable Clerk.

7.4 Procurement Card Program (P-Card)

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

Federally funded capital items shall **not** be purchased with a P-card (without prior approval) or small purchase order.

Failure to comply with these procedures could result in suspension of the ability to purchase without the approval of the Chief Executive Officer or Division Heads and/or other disciplinary action up to and including termination.

SECTION 8 BONDS, OTHER SECURITY, AND INSURANCE

CCRTA will review construction, vehicle manufacturing, information technology, transportation operation and maintenance service solicitations and future contract modifications to determine if bonding requirements are appropriate, and if so, assess and determine at what levels. Each purchase will be evaluated on an individual basis as to risk and financial loss potential.

8.1 Surety Bonds

An agreement under which a surety firm agrees to assume responsibility to CCRTA for the debt, default, or failure of a Contractor to fulfill their contractual obligations.

8.1.1 Bid Bond

8.1.1.1 Requirement for Bid Bond. Bid bonds shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director of Procurement to exceed \$25,000. Bid bonds shall be a bond provided by a surety company authorized to do business in Texas, or the equivalent in case, or otherwise supplied in a form satisfactory to the CCRTA.

8.1.1.2 Amount of Bid Bond. Bid bond shall be in an amount equal to at least 5% of the amount of the bid.

8.1.1.3 Rejection of Bids for Noncompliance with Bid Bond Requirements. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirements.

8.1.1.4 Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in *Section 4.1. 6. Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards*; no action shall be made against the bidder or the bid security.

The bid security shall be a cashier's check, a certified check or a bid bond issued by a surety company licensed to do business in the State of Texas, and approved for the full amount of bond coverage required by the U.S. Department of the Treasury circular 570 (Circular 570), www.fms.treas.gov/c570/c570.html.

8.1.2 Payment Bond

Payment Bond guarantees the payment of up to 100% of the contract amount for Contractor's bills for labor, equipment, and materials. Payment bonds are required for contracts greater than \$25,000.

The payment bond shall be in the form of bonds issued by a surety company that is licensed to do business in the State of Texas, is approved for the full amounts of the bond

coverage required by Circular 570, can provide such bonds in the amounts required, and meets the requirements of the contract terms and condition.

8.1.3 Performance Bond

Performance Bond guarantees that the Contractor will perform all the terms and conditions of the contract, and in the event of a default, protects against loss up to 100% of the contracted amount, unless the bond specifies a lesser percentage. Performance bonds are requested for contracts greater than \$100,000.00

The performance bond shall be in the form of bonds issued by a surety company that is licensed to do business in the State of Texas, is approved for the full amounts of the bond coverage required by Circular 570, can provide such bonds in the amounts required, and meets the requirements of the contract terms and condition.

8.2 Non-Construction Contracts

All other non-construction or non-facility improvement contracts may be reviewed if bid, payment or performance bonds are necessary for the solicitation and/or resulting contract for the procurement of items exceeding \$50,000.

Performance and/or payment bonds for non-construction contracts may be required to protect CCRTA's interest. The following situations may warrant a bond:

- 8.2.1 There is concern with an industry's financial condition or potential bidders' financial capabilities within the respective industry;
- 8.2.2 CCRTA makes progress or partial payments to a contractor over a lengthy period prior to the delivery of finished products or complete of the services;
- 8.2.3 CCRTA furnished property falls under the control of a contractor;
- 8.2.4 CCRTA could incur extensive damages due to a contractor's abandonment of failure to perform a service;
- 8.2.5 Major equipment build specifically to CCRTA specifications;
- 8.2.6 A contract is for the dismantling, demolition, or removal of improvements.

8.3 Waiver of Bond Requirements

For locally funded and non-construction procurements, the Chief Executive Officer (CEO), has the authority to rescind the requirements for performance and payment bonds after they have been called for in a solicitation, if it is determined that to do so is in CCRTA's best interest.

SECTION 9 ROLLING STOCK PROCUREMENT

9.1. Introduction

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

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

9.2. The Pre-Award Review

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

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

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

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

or

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

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

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

AND

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

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

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

9.2.1 The Pre-Award Buy America Certification Instructions

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

The manufacturer's information must include:

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

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

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

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

Therefore, the project manager must:

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

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

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

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

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

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

Buy America-Exempt Buses

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

9.2.3 The Pre-Award Purchaser's Requirements Certification Instructions

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

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

To ensure compliance, the project manager should review:

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

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

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

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

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

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

9.2.4.1 FMVSS-Compliant Buses

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

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

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

9.2.4.2 FMVSS-Exempt Buses

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

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

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

9.3 The Post-Delivery Review

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

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

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

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

- Complete visual inspections and road tests to demonstrate that the buses meet the contract specifications
and (if purchasing **more than ten buses or modified vans**)
- Send a resident inspector to the manufacturer's production facility during the final assembly period to (1) monitor the final assembly process and (2) complete a final report describing the construction activities and explaining how the construction and operation of the buses fulfill the contract specifications.

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

9.3.1 The Post-Delivery Buy America Certification Instructions

The process for complying with the post-delivery Buy America certification requirement is similar to the pre-award requirement, except that the CCRTA is now certifying the **actual** buses rather than the proposed buses. As with the pre-award review, the buses received must fall into one of two categories under this requirement: (1) buses meeting the Buy America domestic content and assembly requirements and (2) buses for which a Buy America waiver is available. The procedures for each category are described below.

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

9.3.1.1 Buy America-Compliant Buses

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

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

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

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

Therefore, the project manager must:

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

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

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

- Check that the manufacturer's final assembly location is located within the United States and

- Review the list of final assembly activities, which should include activities such as welding, subassembly activities, component installation, and painting, to ensure that the activities at the final assembly location qualify as final assembly.

After the project manager has completed the steps described above:

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

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

9.3.1.2 Buy America-Exempt Buses

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

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

9.3.2 The Post-Delivery Purchaser's Requirements Certification Instructions

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

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

More Than Ten Buses or Modified Vans

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

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

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

- Accurate records of all bus construction activities (such as component manufacturing processes, final assembly activities, and quality control data collected) **and**

- A description of how the construction and operation of the bus(es) fulfills the contract specifications (the report should reference the above cited manufacturing processes, final assembly activities, and quality control data).

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

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

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

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

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

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

9.3.3.1 FMVSS-Compliant Buses

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

9.3.3.2 FMVSS-Exempt Buses

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

9.4 **Roles and Responsibilities for Bus Procurements**

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

SECTION 10 BID PROTEST AND DISPUTES

10.1 Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Executive Officer. Protestors are urged to seek resolution of their complaints initially with the Director of Procurement. The appeal shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation.

10.2 Stay of Procurements during Protests

In the event of a timely protest under Subsection (1) of this Section, the Director of Procurement shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Chief Executive Officer makes a determination on the record that the award of a contract without delay is necessary to protect the substantial interests of the CCRTA.

10.3 FTA's Role and Responsibilities

FTA has developed an appeals process for reviewing protests of a CCRTA's procurement decisions.

Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

10.3.1 Subcontractors. Because a subcontractor does not have a direct economic interest in conclusion of the procurement, it will not be entitled as an "interested party".

10.3.2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

10.3.3 Associations or Organizations. Considering, that an association or organization that does not perform contracts, will not be qualified as an "interested party". Since it does not have a direct economic interest in the results of the procurement.

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

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

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

10.4 Contract Claims

10.4.1 Decision of the Director of Procurement. All claims by a contractor against the CCRTA relating to a contract, except bid protests, shall be submitted in writing to the Director of Procurement for decision. The contractor may request a conference with the Director of Procurement on the claim. Claims include, without limitation, disputes arising under a contract, and those bases upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

10.4.2 Notice to the Contractor of the Director of Procurement's Decision. The decision of the Director of Procurement shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.

10.4.3 Finality of Director of Procurement's Decision; Contractor's Right to Appeal. The Director of Procurement's decision shall be final and conclusive unless, within five (5) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Chief Executive Officer.

10.4.4 Failure to Render Timely Decision. If the Director of Procurement does not issue a written decision regarding any contract controversy within ten (10) days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

10.5 Disputes

The CCRTA's Role and Responsibilities. The Common Grant Rules charge the CCRTA with responsibility for evaluating and resolving third party contract disputes. If the intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or even intends to request increased Federal assistance for that purpose, the CCRTA's responsibilities are as follows:

Notify FTA about Disputes. FTA expects the CCRTA to provide the following information in connection with third party contract disputes in which it is involved:

(a) Subjects. A list of disputes involving third party contracts and potential third party contracts that:

1. Have a value exceeding \$100,000,
2. Involve a controversial matter, irrespective of amount, or
3. Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each dispute:

1. A brief description of the dispute,

2. The basis of disagreement, and
3. If open, how far the dispute has proceeded, or
4. If resolved, the agreement or decision reached, and
5. Whether an appeal has been taken or is likely to be taken.

(c) When and Where. The CCRTA should provide this information:

1. In its next quarterly Milestone Progress Report, and
2. At its next Project Management Oversight reviews, if any. Small recipients may report less frequently if no disputes are outstanding.

(d) FTA Officials to Notify. FTA also encourages the CCRTA to keep its FTA project manager informed about disputes with which it is involved. In particular, the CCRTA should contact its project manager about any unusual activity.

10.6 Breach

The CCRTA's Role and Responsibilities. The Common Grant Rules charge the CCRTA with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with CCRTA's of Federal assistance. The CCRTA is also responsible for resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the CCRTA to:

Notify FTA about Claims and Litigation. FTA expects the CCRTA to provide the following information in connection with third party contract claims and litigation with which it is involved.

10.6.1 Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that:

- Have a value exceeding \$100,000,
- Involve a controversial matter, irrespective of amount, or
- Involve a highly publicized matter, irrespective of amount.

10.6.2 Details. The following information about each claim or lawsuit:

A brief description of the claim or litigation,

- The basis of disagreement, and
- If open, how far the claim or litigation has proceeded, or
- If resolved, the decision or agreement reached, and
- Whether an appeal has been or is likely to be taken.

10.6.3 When and Where. The CCRTA should provide this information:

- In its next quarterly Milestone Progress Report, and
- At its next Project Management Oversight review, if any.
- Small recipients may report less frequently if no claims or litigation are outstanding.

10.6.4 FTA Officials to Notify. FTA also encourages the CCRTA to keep its FTA project manager informed about claims and litigation with which it is

involved. In particular, the CCRTA should contact its project manager about any unusual activity.

SECTION 11 DEBARMENT OR SUSPENSION

11.1 Authority to Debar or Suspend

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

11.2 Causes for Debarment

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

- 11.2.1 conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract;
- 11.2.2 conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a CCRTA contractor;
- 11.2.3 conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- 11.2.4 violation of contract provisions, as set forth below, of a character which is regarded by the Director of Procurement to be so serious as to justify debarment action:
 - i. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be basis for debarment;
- 11.2.5 any other cause the Director of Procurement determines to be so serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause listed in this Policy; and

11.2.6 for violation of the ethical standards set forth in Article 10 (Ethics in Public Contracting).

11.3 Decision to Debar or Suspend

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

11.4 Notice of Decision

A copy of the decision required by *Section 11.3 - Decision to Debar or Suspend* shall be mailed or otherwise furnished immediately to the debarred or suspended person.

11.5 Finality of Decision

A decision under *Section 11.3 - Decision to Debar or Suspend* shall be final and conclusive unless fraudulent, or the debarred or suspended person within ten days after receipt of the decision takes an appeal to the CCRTA Board of Directors or commences a timely action in court in accordance with applicable law.

SECTION 12
Disposition of Surplus Property

12.1 Disposition of Surplus Property

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

12.1.1 Personal Property Less Than \$5,000. For personal property that is no longer required for the CCRTA's use in providing public transportation services, the Chief Executive Officer shall make a written determination, utilizing such sources as are available and which are reasonable under the circumstances, of whether the value of the property is less than \$5,000. In the event the Chief Executive Officer determines the value of the property is less than \$5,000, the Chief Executive Officer may proceed to sell, lease or otherwise dispose of the property using his/her best ability to obtain the highest possible price therefore. Such property need not be sold, leased or disposed of by utilizing the sealed, competitive bid method, but the Chief Executive Officer may handle the matter in whatever manner is calculated by him/her to obtain the highest possible price.

12.1.2 Donation of Surplus Property. The CCRTA may transfer surplus vehicles that have been fully depreciated under both federal and local funding requirements to non-profit or governmental entities pursuant to grant contracts requiring the CCRTA to utilize the vehicles in providing transportation services within the CCRTA's service area for a period of not less than one year. The terms and conditions of such donation contracts shall be in the form deemed appropriate by the Chief Executive Officer.

12.1.3 Personal Property of \$5,000 or More. In the event the Chief Executive Officer determines that the property has a value of \$5,000 or more, the property shall be sold, leased or disposed of by advertisement at least once a week for two consecutive weeks requesting bids on the property. The Chief Executive Officer may utilize other additional means of solicitation to generate the best bids for the CCRTA. Upon receipt of the bids, the property shall be awarded to the bidder having the most advantageous bid to the CCRTA, price and other factors considered. The CCRTA reserves the right to reject any and all bids. In any instance in which the Chief Executive Officer deems it advisable, such sale may be referred to the Board of Directors for prior approval before it is consummated.

12.2 Federally Funded Grant Property

In the event any of such personal property was acquired in whole or in part with a grant from the federal government, and if the federal regulations applicable to the disposition of such property are more restrictive than those above, the federal regulations shall supersede those above. Requirement regarding the reporting of property dispositions shall apply to all federally funded property. Refer to *FTA Circular 5010.ID*, Chapter IV, Management of Real Property, Equipment and Supplies, Section 2. Real Property for

Federal Guidelines.

12.3 Interlocal Cooperation

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

12.4 Real Property

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



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Corpus Christi Regional Transportation Authority (CCRTA) Procurement Policy & Procedure
Manual Update August 6, 2019

Subject: Procurement Policy & Procedure Manual

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

This policy applies to all contracts for the procurement of goods, services, and construction entered into by the CCRTA; as well as, purchase orders (POs), small purchases (SPs), and procurement cards (P-cards). The policy shall apply to every CCRTA employee that procures goods and services on behalf of the CCRTA.

Respectfully Submitted,

Submitted by: Annie Hinojosa
Director of Procurement

Reviewed by: Robert Saldaña
Managing Director of Administration

Final Approval by: 
Jorge Cruz-Aedo
Chief Executive Officer