

**MODOC COUNTY TRANSPORTATION
COMMISSION**

**CONTRACTING AND PURCHASING
PROCEDURES**

Adopted by Resolution 12-13 Dated December 4, 2012

TABLE OF CONTENTS

I.	GENERAL PROVISIONS	1
II.	AWARDING OF CONTRACTS	5
III.	METHODS OF PROCUREMENT	7
IV.	ADDITIONAL BIDDING PROCEDURES	13
V.	MODIFICATION OR AMENDMENT OF CONTRACTS	18
VI.	CONTRACT FORMS AND APPROVALS	20
VII.	PERFORMANCE AND PAYMENT BONDS	21
ATTACHMENTS		
A.	COST OR PRICE ANALYSIS	22
B.	CONTRACT CHECKLIST	27
C.	HISTORY OF THE PROCUREMENT	29
D.	DOCUMENTATION OF BIDS ACQUIRED BY TELEPHONE	30
E.	GUIDELINES FOR CRITERIA AND CONSIDERATIONS IN EVALUATING RFP'S	31

I. GENERAL PROVISIONS

A. Introduction and Purpose

These Contract and Purchasing Procedures (“Procedures”) are established for use by Modoc County Transportation Commission (“MCTC” or “Commission”) for the award of MCTC Contracts. It is the policy of MCTC that goods and services be acquired through a procurement process that provides full and open competition to the maximum extent feasible, consistent with federal and state statutes and regulations.

MCTC is responsible for its own product and services acquisitions. This process includes ensuring the necessity of procuring the product or service, ensuring appropriate funding is available, complying with laws, and writing contracts in a manner that safeguards the program’s and the organization’s interest. MCTC management must maintain a written record of all persons authorized to sign Contracts. These Procedures are designed to ensure the best and most cost effective use of program funds through an open and fair procurement process.

These Procedures are for the use of MCTC’s Commissioners and staff and shall not be construed to create or recognize any procedural or other right in any person or entity, including, but not limited to, any bidder, prospective bidder, or party to a Contract with MCTC. The Commission may adopt standard specifications setting forth procedures and controls for Contracts and the bidding and award thereof, to modify or supplement these Procedures. The Commission may amend these Procedures from time to time.

B. Definitions

1. “A & E Contract” means a contract for architectural or engineering services.
2. “Commission” means the six member commission that serves as the decision-making body for MCTC.
3. “Construction Contract” means a contract for a specified individual project of construction, alteration, renovation, improvement, demolition, or repair work involving a public facility, but not including Maintenance.
4. “Contract” means a Construction Contract, Special Services Contract, Supply Contract and any other agreement, whether written, oral or otherwise, that evidences a legal obligation, including, but not limited to, any contract, lease, purchase order, change order, or similar thing, and any amendment thereto.
5. “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss and impairment of life, health, property, or essential public services.
6. “Executive Director” means the Executive Director of MCTC or another individual given specific authorization by the Commission to enter into a transaction on behalf of MCTC.
7. “Non-Federal Contracts” means a Contract that will be funded with State and/or local funds only. No federal funds will be utilized to pay the selected vendor or contractor.
8. “Maintenance” means ongoing maintenance and other services, including, but not limited to, real property maintenance, janitorial services, elevator maintenance and repair, equipment

maintenance and repair, landscaping and other such services.

9. "Project Manager" means the MCTC staff member assigned administrative responsibility for a Contract or procurement.
10. "Purchase" means the purchase, rental, or leasing of supplies, goods, equipment, materials, and other personal property.
11. "Special Services Contract" means a contract for special services which cannot readily be provided by MCTC's employees. "Special Services" include, but are not limited to, financial, economic, accounting (including the preparation and issuance of payroll checks and warrants), legal, medical, administrative, security, maintenance, operational, advertising, and related services and any other services of a similar nature.
12. "Supplies" means supplies, goods, equipment, materials, and other personal property, excluding such items used in or incorporated into a specified individual project of construction, alteration, renovation, improvement, demolition, or repair work involving a public facility.
13. "Supply Contract" means any Contract for the Purchase of Supplies.

C. Basic Contracting Process

The contracting process starts with the recognition of a need for a product or service. From that point the process varies depending on the type of product or services needed. Key considerations include:

- *Time* – When the product or service is needed is a critical factor.
- *Cost and Funding* – Funding and payment for services rendered is important. The program should have funding available within its budget for the fiscal year in which the required services will be performed. If a multi-year contract, the necessary contingencies should be incorporated into the terms of the contract.

Prior to commencing any procurement or amending an existing contract that utilizes federal funds, the Executive Director or his or her designee must complete the Cost or Price Analysis Form, attached hereto as Attachment A.

- *Competitive Bidding* – Selection of a contractor must be the result of an open and fair process in which all qualified providers of the product or service desired have the opportunity, and the information necessary, to submit a bid or proposal.
- *Management of the Contract* – The final step of managing the contract should be anticipated and planned during the contracting process. Deliverables should be clearly described so that they can be evaluated and payments can be approved.

Every contract file must include a completed "MCTC Contract Checklist," in the form attached hereto as Attachment B. For each contract utilizing federal funds that exceeds \$3,000, the contract file must contain a "History of the Procurement," in the form attached hereto as Attachment C. These forms must be completed by the Project Manager as applicable for each project.

D. Environmental and Energy Efficiency Preference

To the extent practicable and economically feasible, federally funded procurements will reflect MCTC's preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

E. Record Keeping

MCTC shall prepare and maintain purchasing and financial records, covering procurement transactions as well as other aspects of project implementation for three years after final payment has been made and all other pending matters are closed.

F. Federal Contract Requirements

Federally funded contracts shall require compliance with Federal law and shall include necessary contract clauses and requirements, including but not limited to: “Responsibility” Requirements; Debarment and Suspension; Conflict of Interest; Lobbying Certification and Disclosure; Federal Civil Rights Laws and Regulations; Labor and Prevailing Wage Laws and Regulations; and Disadvantaged Business Enterprise Requirements.

G. Code of Conduct

Award and Administration of Contracts: No Commissioner, officer, employee or agent of MCTC shall participate in the selection, award or administration of a contract (including purchase orders) if a conflict of interest, real or apparent, would be involved. Such a conflict would arise if any prospective vendor or contractor (or any subcontractor) considered for an award is:

- a. A Commissioner, employee, officer or agent;
- b. Any member of his/her immediate family;
- c. His/her domestic or business partner;
- d. An organization that employs any of the above, or with which any of them has an arrangement concerning prospective employment.

No Commissioner, officer, employee or agent of MCTC may have a financial interest in any contract made or influenced by him/her in his/her official capacity

No Commissioner, officer, employee or agent of MCTC shall solicit or accept gratuities, favors, or anything of monetary value from consultants, vendors, contractors, or potential consultants, or parties to sub-agreements, excluding nominal gifts with a value of less than \$50.

Violations of these standards may result in sanctions, or other forms of discipline up to and including termination, consistent with MCTC’s personnel policies.

H. References

All applicable federal and state laws and regulations are incorporated by reference in these Procedures to the extent required by law, including but not limited to: 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; Office of Management and Budget Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*; 49 CFR, Part 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*; Chapter 11 of 40 U.S.C., *Brooks Act*; and FTA Circular 4220.1F, *Third Party Contracting Guidance*, and any amendments thereto.

II. AWARDING OF CONTRACTS

Once a vendor has been identified pursuant to the appropriate method of procurement, as set forth in Section III below, a contract must be negotiated. No work shall commence or goods ordered until a contract has been negotiated and approved, as set forth below.

Price Threshold	Method of Procurement	Required Approval Level
Under \$2,500	No Bidding Required	Executive Director or Designee
\$2,500 – \$10,000	Small Purchase – for Supplies/Special Services RFP/RFQ – for A&E IFB – Construction	Executive Director
\$10,001 -- \$100,000	Small Purchase – for Supplies/Special Services RFP/RFQ – for A&E IFB – Construction	Commission or Board
More than \$100,000	RFP – for Supplies/Special Services RFP/RFQ – for A&E IFB – Construction	Commission or Board

A. Supply, Special Service, and Architectural & Engineering Services Contracts

Contracts which involve both Special Services and Supplies shall be deemed Special Services Contracts; except that such contracts for which Supplies account for more than 80% of the contract price shall be deemed Supply Contracts.

1. Expenditures Under \$2,500

The Executive Director or his/her designee is authorized to award all Supply Contracts, Special Services Contracts, and Architectural and Engineering (“A&E”) Contracts when the expenditure is less than Two-Thousand, Five Hundred Dollars (\$2,500).

2. Expenditures of \$10,000 or Less

The Executive Director is authorized to award all Supply Contracts, Special Services Contracts, and Architectural and Engineering (“A&E”) Contracts when the expenditure is Ten Thousand Dollars (\$10,000) or less.

3. Expenditures Exceeding \$10,000

All Supply Contracts, Special Service Contracts, and A & E Contracts of more than Fifty Thousand Dollars (\$10,000) shall be awarded by the Commission or Board. Such contracts need not be awarded by the Commission or Board where the entire contract amount is to be paid by a state or local entity, or another joint powers agency.

B. Construction Contracts

The Executive Director is authorized to award all Construction Contracts when the expenditure is Ten Thousand Dollars (\$10,000) or less. The Commission shall award all Construction Contracts exceeding Fifty Thousand Dollars (\$10,000).

C. Real Property Contracts

1. Contracts for the Lease of Real Property

- a. The Executive Director is authorized to lease real property for use by MCTC and or MTA for a term not to exceed five years and for a rental not to exceed Seven Thousand Five Hundred Dollars (\$7,500) per month. Any lease for a term exceeding five years or exceeding Seven Thousand Five Hundred Dollars (\$7,500) per month shall be approved by the Commission and or Board.
- b. Notice of the intent to execute a lease under this provision shall be posted in a public place for five working days prior to execution of the lease.

2. Contracts for the Acquisition of Real Property

The Commission or Board shall approve all Contracts for the acquisition of Real Property, in any amount. Real Property purchased with federal funds shall comply with the Uniform Administrative Requirements for Grants and Agreements with State and Local Governments (49 CFR Pt. 18.), and the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Pt. 24).

III. METHODS OF PROCUREMENT

The following methods of procurement shall be when procuring services, supplies, and property at the specified dollar amounts:

A. Procurement by Small Purchasing Procedures

1. Small Purchasing Procedures. Small purchasing procedures may be used to acquire services, supplies, or other property totaling \$10,000 or less, except for Construction Contracts.

- a. A list of criteria for the materials or services to be provided must be developed.
- b. Verbal or written price or rate quotations must be obtained from at least three possible sources. For the purpose of small purchases, a hard copy of a published or listed price is considered a written quotation. If verbal quotations are received, staff shall complete the "Documentation of Bids Received by Telephone" form, attached hereto as Attachment D. Verbal quotations can be difficult to enforce, so a successful verbal quotation shall be confirmed in writing by the offeror.

When small purchasing procedures are used and an award is made to other than the source with the lowest quotation, a written justification of the award decision will be made a part of the quotation record, unless the purchase is under \$2,500.

B. Procurement by Sealed Bids/Invitation For Bid (IFB)

If sealed bids/invitation for bids ("IFB") are utilized, bids must be publicly solicited and a firm fixed-price contract (lump sum or unit price) will be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. IFBs for services or supplies that are anticipated to exceed \$10,000 shall be approved by the Commission or Board prior to solicitation, unless the scope of work is included in MCTC's approved Overall Work Program and adopted budget.

1. IFB may be utilized when the following conditions are present:
 - a. A complete, adequate, and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are willing and able to compete effectively for the business;
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and
 - d. No discussion with bidders is needed.
2. If the IFB procurement method is used, the following requirements apply:
 - a. The IFB will be publicly advertised, as set forth below in this section III.H.;
 - b. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
 - c. The IFB, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;

- d. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - e. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder, as set forth herein in section IV.D. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;
 - f. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - g. Any or all bids may be rejected if there is a sound, documented business reason.
3. The IFB procurement method is the preferred method for procuring Construction Contracts that require bidding, if the conditions above apply.

C. Procurement by Competitive Proposal/Request for Proposals (RFP)/Request for Qualifications (RFQ)

Procurement by competitive proposal/request for proposals/request for qualifications (“RFP/RFQ”) shall be utilized to acquire services, supplies or property totaling more than \$100,000. RFP/RFQ’s for procurements that exceed \$10,000 shall be approved by the Commission or Board prior to publication, unless the scope of work is included in MCTC’s Overall Work Program and adopted budget. However, any RFP/RFQ may be taken to the Commission or Board if it is determined by management that there are issues surrounding the project that are of interest to the Commission or Board.

Either a fixed price or a time and materials contract with a “not to exceed” contract amount will be awarded. The RFP/RFQ method of procurement will generally be used when conditions are not appropriate for the use of sealed bids. If this procurement method is used, the following requirements will apply:

1. RFPs/RFQs shall be publicized, as set forth below in Subsection III.H. below.
2. All evaluation factors will be identified, along with their relative importance;
3. Proposals will be solicited from an adequate number of qualified sources;
4. When conducting technical evaluations of the proposals received, staff shall use the “Guidelines for Criteria and Considerations in Evaluating RFPs” attached hereto as Attachment E;
5. The contract will be awarded to the responsible firm whose proposal is most advantageous to MCTC's program when price and other factors are considered. MCTC normally will select the lowest bidder meeting the minimum qualifications, unless it can be demonstrated that accepting a higher cost proposal will provide a substantially better product or service that would justify the higher cost; and
6. In determining which proposal is most advantageous, MCTC may award the contract to the proposer whose proposal offers the best value. However, if MCTC uses the best value selection method as the basis for award, the solicitation must contain language establishing that an award will be made on a “best value” basis.

D. Construction Contracts

IFB shall be used for Construction Contracts of more than Ten Thousand Dollars (\$10,000). For Construction Contracts under \$10,000, the Executive Director shall use Small Purchasing Procedures.

Procurement of Design-Bid-Build and Design-Build contracts may require alternative procedures. Prior to commencing a Design-Build or Design-Bid-Build procurement, MCTC staff shall consult with legal counsel regarding the most up-to-date requirements under local, state, and/or federal law.

E. Architectural and Engineering Services (A&E)

MCTC shall use qualifications-based competitive proposal procedures (i.e., Brooks Act procedures) when contracting for Architectural and Engineering (“A&E”) services. Services subject to this requirement include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

1. Qualifications-Based Competitive Proposal Procedures

Qualifications-based competitive proposal procedures require that:

- a. An offeror’s qualifications be evaluated;
- b. Price be excluded as an evaluation factor;
- c. Negotiations be conducted with only the most qualified offeror;
- d. Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

2. Limitations

These qualifications-based competitive proposal procedures can only be used for the procurement of the A&E services listed above. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

F. Procurement by Noncompetitive Proposals/Sole Source

Sole source procurements are accomplished through solicitation of a proposal from only one source, in the event of a public Emergency or compelling urgency, or, if after solicitation of a number of sources, competition is determined inadequate.

Where sole source procurement is used, the Project Manager must furnish to the Executive Director a memorandum documenting the factual circumstances and the need for sole source procurement under one or more of the following reasons:

1. **Procurement by Sole Source.** Sole source procurements may be used when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

- a. The item is available only from a single source. The property or services are available from one source if one of the conditions described below is present:
 - b. Unique Capability or Availability/Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
 - c. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
 - d. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment or services, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - e. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment or services, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
 - f. A public Emergency exists as determined under Subsection III.G.6., below and will not permit a delay resulting from competitive solicitation;
 - g. A compelling urgency exists such that MCTC's or MTA's work progress would be inhibited or jeopardized if the competitive bidding process were observed;
 - h. After solicitation of a number of sources, a single bid or proposal is received, despite adequate competition; or
 - i. The Federal awarding agency authorizes noncompetitive solicitation.
2. A Cost or Price Analysis (Attachment A) verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 3. Upon receiving a single bid or proposal in response to a solicitation, MCTC or MTA will investigate and determine whether competition was adequate. This determination may include: (i) a review of the specifications to verify whether they were unduly restrictive; or (ii) contacting sources that chose not to submit a bid or solicitation.
 - a. It is only if MCTC determines that competition was inadequate that the procurement should proceed as a sole source procurement. The mere fact that only one bid or proposal was received does not automatically mean competition was inadequate since many unrelated factors could cause potential sources not to submit a bid or proposal.

G. Exceptions to Bidding Requirements for Non-Federal Contracts

Notwithstanding any other provision of these Procedures, Non-Federal Contracts may be let without bidding, when permitted by law, under the following circumstances:

1. When a patented or proprietary item is being Purchased; or
2. Special Services Contracts; or

3. To the extent not included in the definition of Special Services Contracts, when the following types of personal property or services are being acquired or Purchased: (a) advertising; (b) books, recordings, motion picture films, subscriptions; (c) property or services provided by or through other governmental agencies or obtainable from suppliers which have in force a current Contract with another governmental agency for the same item or service; (d) property or services the price of which is fixed by law; or (e) insurance; or
4. When the Executive Director, based on advice by legal counsel, determines that entering a Contract without bidding is reasonably necessary for the conduct of MCTC or MTA business;
5. When the Executive Director determines that it is advantageous to MCTC or MTA to purchase supplies from another public agency or in cooperation with another public agency using that other public agency's bidding procedures;
6. When the Executive Director determines that it is advantageous to MCTC or MTA to purchase surplus supplies from the United States Government, or any agency thereof, or from the State of California, or any agency thereof, or any public body without bidding; or
7. In the event of an Emergency as follows:

The Commission finds that, by its resolution approving these Procedures on a four-fifths (4/5) vote, the public interest and necessity in cases of Emergency often demands the immediate expenditure of money to safeguard life, health, or property and, therefore, the Commission hereby delegates to the Executive Director, in cases of Emergency, the power to act in accordance with the procedures set forth in Public Contract Code section 22050. In the case of an Emergency, any sum required by the Emergency may be expended without complying with the Bidding provisions of these Procedures. The Executive Director shall report such Emergency expenditure at the next meeting of the Commission or Board.

H. Advertising

1. **Supply Contracts, Special Service Contracts, and A&E Contracts.** For Supply, Special Service, and A&E Contracts, MCTC shall publish notice of a procurement by IFB or RFP or RFQ on the MCTC website and by delivering notice to a list of potential bidders, as determined by the Project Manager. In its discretion, MCTC may also post such notice as follows: (i) in a newspaper of general circulation in the county in which the work is to be performed or services supplied at least seven (7) calendar days before the date set for bid or proposal opening; (ii) in an appropriate trade journal or other publication; and/or (iii) on the website of one of its partner agencies. The notice shall include a description of the supplies or services to be provided, and shall state where bid or proposal forms and specifications may be obtained, the time and place bids or proposals are to be submitted, and the time and place for opening bids, if applicable.
2. **Construction Contracts.** For Construction Contracts, MCTC shall publish notice of a procurement by IFB on the MCTC website and in a newspaper of general circulation in the county in which the work is to be performed at least ten (10) calendar days before the date set for bid opening. Such newspaper notice shall be published at least twice, not less than five (5) calendar days apart. The notice shall include a description of the work to be performed, and shall state where bid forms and specifications may be obtained, the time and place bids are to be submitted, and the time and place for opening of bids.

IV. ADDITIONAL BIDDING PROCEDURES

A. Independent Price Determination

No person, company, firm, or corporation submitting any bid or proposal to MCTC shall do any of the following:

1. Propose or bid prices which have not been arrived at independently, and without consultation, communication, or agreement with any other bidder, offeror, or competitor for the purpose of restricting competition as to any matter relating to the prices bid or proposed;
2. Knowingly disclose any price, bid, or proposal to any other bidder, offeror, or to any competitor prior to opening the bids or proposals, unless otherwise required by law;
3. Make any attempt to induce any other person, firm, or other entity or association to submit or not to submit a bid or proposal for the purpose of restricting competition;
4. Make or be interested in more than one bid under any IFB or RFP; provided, however, that nothing herein shall limit the right of any person or entity to deal independently with the same subcontractor or supplier as other persons or entities in the preparation of a bid, or to limit the right of any person or entity dealing in any name brand supplies required by MCTC to bid independently of any other person or entity dealing in the same supplies.

In the case of joint venture bids, the joint venture, and each and every member of the joint venture, shall for purposes of the foregoing be construed to be the person submitting the bid or proposal.

Any bid received, or Contract awarded, in violation hereof shall be a nullity, and the Commission or Executive Director, as applicable, shall in such case dispose of the matter in the same manner as if the person or entity involved had failed to enter into the Contract after award thereof, as provided herein.

B. Bid Security; Disposition of Bid Security

Whenever, upon the call for bids for any Purchase of Supplies or work under a Construction Contract, the Executive Director deems it to be advisable, each bidder shall be required to submit bid security, either in cash, by cashier's check, or certified check in favor of, and payable on sight to, MCTC or by surety bond, insured by a corporate surety admitted to do business in California, in an amount determined by the Executive Director to be sufficient, but not to exceed ten percent (10%) of the aggregate amount of the bid. If the bidder to whom the Contract is awarded shall, for twenty (20) calendar days (or such longer period as specified in the IFB or RFP) after receipt of such award, fail or neglect to enter into the Contract and file the required bonds, the bid security may, at the discretion of the Executive Director, be forfeited and the Executive Director may draw the money due on such bid security and pay the same, or any cash deposited, into MCTC's treasury. Upon good cause being shown, the Executive Director may, and to the extent MCTC is responsible for any delay, extend the time for the bidder to enter into the Contract.

All bid securities and bid bonds, other than the bid securities and bid bonds of the two lowest bidders, shall be returned to the bidders after award of the Contract to the successful bidder. The remaining bid securities and bid bonds shall be returned after execution of the Contract and deposit of the necessary bonds by the successful bidder. In the event that all bids are rejected pursuant to Subsection IV.G., below, all bid securities and bid bonds shall be returned to the bidders.

C. Opening of Bids; Award

All bids shall be sealed, identified as bids or proposals on the envelope as specified in the IFB or RFP/RFQ, and submitted in the manner and at the time and place specified in the IFB or RFP/RFQ.

The remaining procedures of this sub-section apply to IFB's only: Bidders may withdraw bids up to the time specified for submission; however, no person who withdraws a bid may submit another bid unless no award is made and a new solicitation is made. Bids received after the specified time shall not be accepted and shall be returned to the bidder unopened. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Determination of Responsible Bidder

If any Contract is awarded pursuant to IFB, it must be awarded to the lowest responsive and responsible bidder, and to the responsible bidder scoring the highest in evaluation of proposals in the case of an RFP/RFQ. In determining who is a responsible bidder, the Executive Director may consider (i) the quality of the Supplies or work to be provided by the bidder; (ii) the ability, capacity, and skill of the bidder to perform the Contract; (iii) the ability of the bidder to perform the Contract within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and (v) the quality of the bidder's performance on previous Contracts with MCTC or any other entity.

E. Irregularities

The Executive Director reserves the right to reject any and all bids or proposals or to waive informalities or minor irregularities. The Executive Director reserves the right to make multiple awards and to prohibit "all or none" bids or proposals.

F. Alternative Award Upon Failure of Bidder to Enter Into Contract

If the bidder to whom the Contract is awarded fails to enter into a Contract within the specified time, the Executive Director may declare the award to that bidder a nullity, and (i) award the Contract to the next lowest responsible bidder, or (ii) reject all bids and (a) re-advertise for bids or (b) negotiate a Contract in accordance with Subsection IV.G., below.

G. Rejection of All Bids

In the event that the Executive Director exercises the right to reject any and all bids or proposals, or the bidder to whom the contract is awarded fails to enter into the Contract as required, the Executive Director may (a) re-advertise for new bids or proposals; or (b) enter into direct negotiations with the contractors to achieve the best possible price; or (c) abandon the project. In the event the Executive Director enters into direct negotiations with contractors to achieve the best possible price, the Executive Director shall consult with MCTC's legal counsel prior to entering a negotiated Contract.

H. Protests

In order for a bid protest to be considered by MCTC or MTA, it must be submitted by an interested party (a) that is an actual or prospective proposer, bidder, or offeror in the procurement

involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract (hereinafter "Protestor"). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by MCTC, and will be returned to the submitting party without any further action.

1. **Grounds for Protest.** A Protestor may file a bid protest on the following grounds:

- a. Failure to comply with applicable Federal or State Law;
- b. Alleged misconduct or impropriety by MCTC or MTA officials or evaluation team members; or
- c. Failure to follow the requirements of the solicitation in question.

2. **Contents of Protest.**

- a. A bid protest must be filed in writing and must include:
 - 1) The name and address of the Protestor;
 - 2) The name and number (if available) of the procurement solicitation;
 - 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law or specific term of the solicitation alleged to have been violated;
 - 4) Any relevant supporting documentation the Protestor desires; and
 - 5) The desired relief, action, or ruling sought by the Protestor.
- b. Protests must be addressed to the Executive Director of MCTC and received at MCTC's regular business address.
- c. If any of the information required by this section is omitted or incomplete, MCTC or will notify the Protestor, in writing, and the Protestor will be given three (3) business days to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

3. **Timing Requirements and Categories of Protests.**

MCTC will consider the following categories of bid protests within the time period set forth in each category:

- a. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five (5) calendar days prior to the deadline for submission of proposals. Any protest based on such grounds not filed within this period will not be considered. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
- b. Any bid protests regarding the evaluation of bids or proposals by MCTC or MTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MCTC or MTA no later than five (5) business days after MCTC or MTA issues written notice of its decision or intended decision to award a

contract. Any protest filed after such date will not be considered.

4. Review of Protest.

- a. MCTC will notify the Protestor within five (5) business days of timely receipt of a bid protest that the protest is being considered.
- b. In the notification, MCTC will inform the Protestor of any additional information required for evaluation of the protest, and set a time deadline for submittal of such information. If MCTC requests additional information, and it is not submitted by the stated deadline, MCTC may either review the protest based on the information before it, or decline to take further action on the protest.
- c. In its sole discretion, MCTC may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to MCTC relative to the merits of the bid protest. MCTC will set a time deadline for the submittal of such comments, which will be no less than five (5) business days after MCTC provides notification of the protest.
- d. In its sole discretion, MCTC may schedule the matter for a meeting. All interested parties will be invited to participate in the meeting.

5. Protest Decisions.

- a. After review of a bid protest, the Executive Director shall recommend a decision to the Commission on the merits of the protest. The recommendation shall be made on the basis of the information provided by the Protestor and other parties, the results of any conferences or meetings, and MCTC's own investigation and analysis. The recommendation and information will be provided to the Commission for review and decision.
- b. If the protest is upheld, MCTC will take appropriate action to correct the procurement process and protect the rights of the Protestor, including re-solicitation, revised evaluation of bids, proposals, or MCTC's determination, or termination of the Contract.
- c. If the protest is denied, MCTC will lift any suspension imposed and proceed with the procurement process or the Contract.

6. Summary Dismissal of Protests.

MCTC reserves the right to summarily dismiss all or any portion of a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by MCTC in a previous bid protest by any interested party in the same solicitation or procurement action.

7. Effects of Protest on Procurement Actions.

- a. Upon receipt of a timely protest regarding either the solicitation process or the solicitation documents in the case of sealed bids, MCTC will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless MCTC determines, and so notifies all bidders,

- that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
- b. Upon receipt of a timely protest regarding evaluation of bids or proposals, or the approval or award of a Contract, MCTC will suspend Contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
 - c. Notwithstanding the pendency of a bid protest, MCTC reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the Contract in the following cases:
 - 1) Where the item to be procured is urgently required;
 - 2) Where MCTC determines, in writing, that the protest is vexatious or frivolous;
 - 3) Where delivery or performance will be unduly delayed, or other undue harm to MCTC will occur, by failure to make the award promptly; or
 - 4) Where MCTC determines that proceeding with the procurement is otherwise in the public interest.

8. Judicial Appeals.

A protest adversely affected by a bid protest decision may appeal such decision to an appropriate Court of the State of California, if authorized under Federal or State law.

V. MODIFICATION OR AMENDMENT OF CONTRACTS

A. Amendments Generally

If the terms of a Contract require modification, the Contract must be formally amended, in writing, as follows.

- a. An amendment should contain the same degree of specificity for changes that the original Contract contained for the same item.
- b. Amendments must be entered into before the expiration of the original Contract.
- c. Amendments should be approved by the same level of authority that the original Contract was approved unless such authority has been specifically delegated.

B. Supply, Special Services, and A&E Contracts

- a. The Executive Director may amend any Supply, Special Service, or A&E Contract when the amount of the contract, including any amendment, is less than Ten Thousand Dollars (\$10,000).
- b. The Executive Director may amend a Supply, Special Service, or A&E Contract when the amount of the contract, including any amendment, is Ten Thousand Dollars (\$10,000) or more where the entire contract amount is to be paid by any other state or local entity, or another joint powers agency.
- c. All modifications or amendments of Supply, Special Service, or A&E Contracts that do not meet the requirements of subdivisions 1 or 2 above shall be approved by the Commission or Board.

C. Construction Contracts

- a. The Executive Director may amend any Construction Contract when the amount of the contract, including any amendment and any change order, is less than Twenty Five Thousand Dollars (\$25,000).
- b. The Executive Director may amend a Construction Contract when the amount of the contract, including any amendment and any change order, is Twenty Five Thousand Dollars (\$25,000) or more and the entire contract amount is to be paid for by any other state or local entity, or another joint powers agency.
- c. All modifications or amendments of Construction Contracts that do not meet the requirements of subdivisions 1 or 2 above shall be approved by the Commission or Board.

D. Real Property Contracts

The Executive Director may amend any real property lease for improvements or alterations, or both, so long as the total term does not exceed five years, and the total rental amount does not exceed Seven Thousand Five Hundred Dollars (\$7,500) per month.

VI. CONTRACT FORMS AND APPROVALS

A. Written Contracts

All Contracts exceeding Six Thousand Five Hundred Dollars (\$6,500) must be written agreements executed by the Executive Director on behalf of MCTC or MTA. The Executive Director may waive the requirement for a written Contract in cases of public emergency or when the Executive Director determines that it is reasonably necessary for the conduct of MCTC's or MTA's business, in which case the Commission or Board shall be notified as a matter of information at its next meeting.

B. Approval By Legal Counsel

Written Contracts shall be approved as to form by legal counsel prior to execution.

C. Other Approvals

Contracts awarded in accordance with these Procedures shall not be subject to further approval by state, county, or other agencies.

D. Time of Completion

All Contracts shall specify the time within which the supplies or work shall be furnished to MCTC or MTA and may provide for liquidated damages for failure to comply. The Executive Director may extend such time for delays caused by MCTC or MTA, acts of God, weather, strikes, or other circumstances over which the contractor has no control. The Commission or Board may extend such time for any reason it deems appropriate, including those causes for which the Executive Director may grant an extension of time.

E. Contract Prohibitions

1. Contract Splitting

No officer or employee of MCTC or MTA shall split or separate into smaller units any Contract for the purpose of evading the provisions of these Procedures. Splitting or separating a transaction means reducing the amount of any Contract with knowledge that additional supplies or additional work, after such reduction, will be required within the same budgetary term.

2. Collusion With Bidders

No officer or employee of MCTC or MTA shall:

- a. Aid or assist a bidder in securing a Contract at a higher price than that proposed by any other bidder;
- b. Favor one bidder over another;
- c. Willfully mislead any bidder regarding the character of the supplies or work called for;
- d. Knowingly accept supplies or work of a quality inferior to that called for by the Contract;
- e. Knowingly represent to the Commission or Board the receipt of a greater amount, or different kind, of supplies or work than has been actually received; or
- f. Draft any invitation to bid, or cause it to be drafted, in such manner as to limit the bidding, directly or indirectly, to any one bidder.

VII. PERFORMANCE AND PAYMENT BONDS

A. Faithful Performance Bond

The successful bidder for each Construction Contract of Twenty Five Thousand Dollars (\$25,000) or more shall be required to supply a performance bond to guarantee the faithful performance of the Contract. The bond shall be in the amount of one hundred percent (100%) of the Contract price, except that a lesser amount may be approved by the Commission or Board. Such bond shall be issued by a corporate surety admitted to do business in California and shall be subject to approval by legal counsel for MCTC or MTA.

B. Payment Bond

The successful bidder for each Construction Contract of Twenty-Five Thousand Dollars (\$25,000) or more shall provide a payment bond to secure payment of the claims of subcontractors, materialmen and employees of the general contractor and other amounts due pursuant to Civil Code section 3248 in the amount of one hundred percent (100%) of the Contract price. Such bond shall be issued by a corporate surety admitted to do business in California and shall be subject to approval by legal counsel for MCTC or MTA.

ATTACHMENT A

COST OR PRICE ANALYSIS [jvg1]

(To be Completed for Federally-Funded Contracts Exceeding \$2,500)

A Cost or Price Analysis must be performed in connection with every procurement action involving federal funds, including contract modifications. MCTC or MTA staff must make independent estimates before receiving bids or proposals.

A **Cost Analysis** must be performed to determine the reasonableness of the proposed contract price when the Prospective Contractor is required to submit the elements of the estimated cost (i.e., labor hours, overhead, materials, etc.), whenever adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalogue or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation. The elements of a Cost Analysis are set forth in Section I below.

In all other circumstances, a **Price Analysis** must be completed to determine the reasonableness of the proposed contract price. See Section II below.

The Cost or Price Analysis should address the *realism* of various cost elements proposed. If the proposed costs are unrealistically low, an adjustment should be made in the negotiated contract to reflect what MCTC staff believes the effort will actually cost given that the Prospective Contractor's specific technical approach as well as its direct and indirect cost rates. This cost assessment must be carefully considered when determining which of the Prospective Contractor's proposal represents the best value for the agency.

I. COST ANALYSIS

Below is a sample Cost Analysis Table. Additional information regarding each cost element category is also provided below:

<u>Cost Element</u>	<u>Prospective Contractor's Proposal</u>	<u>Pre-negotiation Objective</u>
Direct Labor	\$	\$
Labor Overhead	\$	\$
Direct Material	\$	\$
Mat'l Overhead	\$	\$
Other Direct Costs	\$	\$
Subtotal	\$	\$
G&A	\$	\$
Subtotal	\$	\$
Profit/Fee	\$	\$
Total	\$	\$

(1) Direct Labor

Compare, in detail, the proposal and the cost estimate for direct labor categories, hours and rates. Summarize the Prospective Contractor's rationale for the proposed labor categories, hours and rates. Staff must establish a reasonable cost objective after considering and analyzing all of the available data. Statements to the effect, "THE OFFEROR HAS PROPOSED THE SAME RATES ON OTHER CONTRACTS," are not adequate without discussing how price reasonableness was determined under the other contracts.

In evaluating a Cost Proposal, staff should consider the following questions:

Are the proposed labor rates the result of a negotiated forward pricing rate agreement (FPRA)?

Are they current actual rates for specific employees or a composite rate for personnel under each labor category?

If the labor rates are developed on a specific base rate, what escalation factor (if any), has the Prospective Contractor applied to the base rate? Is that a reasonable factor?

Are the proposed labor categories and hours based upon the Prospective Contractor's previous experience?

What evidence of historically incurred hours has the Prospective Contractor provided? Or, is the proposal an engineering estimate of the projected labor and expertise to accomplish the requirements of the acquisition?

Do the proposed hours correspond to the performance period?

(2) Labor Overhead, Material Overhead, and General and Administrative (G&A)

Compare, in detailed discussion, the proposal and the cost estimate for labor overhead, material overhead, and G&A. Staff must evaluate the basis for labor rates, overhead and G&A. Are the estimated rates based upon recommendations? Did staff request an audit of the Prospective Contractor's rates? Absent such information, staff must evaluate the Prospective Contractor's proposed rates in detail (i.e., cost elements included in the indirect pools) for allowability and allocability. Comparing one Prospective Contractor's rates with those of another is not an acceptable method in any case. Also, comparing this year's proposed rates to last year's rates is not a basis for establishing reasonableness of the currently proposed rate.

(3) Direct Material

Provide a detailed breakdown and compare, in detailed discussions, the Prospective Contractor's material quantities and unit prices, such as copies, brochures, computer discs, etc. Address the basis of the proposed costs for direct materials (based on an engineering estimate? history?, etc.) and costs associated with the material (based on catalog prices? oral quotes? written quotes? historical prices escalated by \$?, competitive?, etc.)

If staff takes exception to any material items and/or quantities, what information was relied upon to reach such conclusions? If staff takes exception to any pricing aspects of a proposal, explain fully how staff arrived at its objective. Staff must make a determination of price reasonableness

for the direct material items. When challenging a cost, explain the basis for the position. "Appears too high," without rationale, is not sufficient.

(4) Other Direct Costs (ODC)

Compare, in detailed discussions, the proposal and the cost estimate for other direct costs, such as computer support, freight, air travel, per diem, and sub-consultants.

Provide an analysis of the items included under this cost element. For instance, are the number of trips scheduled considered reasonable by audit or staff's technical evaluation? Are the costs per trip reasonable?

Check air travel rates with commercial airlines. How do the proposed costs compare with previous history? Did the contractor apply an escalation factor? Is it reasonable? In this analysis, staff may need to show a lower level breakdown (i.e., a breakdown of the number and location of proposed trips).

(5) Profit/Fee Analysis

Provide a summary which compares the proposal and MCTC's cost estimate.

Compare the Prospective Contractor's proposed profit/fee rate (and any other information provided by the Prospective Contractor's to support the proposed rate), with MCTC's or MTA's cost estimate profit/fee rate (which should be based upon application of a structured approach).

- Staff should use a structured approach for determining the profit or fee objective for acquisitions that require cost analysis, unless the use of a structured approach would be clearly inappropriate.
- Profit or fee rates do not necessarily represent net income to contractors. Rather, they represent that element of the potential total remuneration that contractors may receive for contract performance over and above allowable costs. This potential remuneration element and MCTC's or MTA's estimate of allowable costs to be incurred in contract performance together equal MCTC's or MTA's total cost estimate. Just as actual costs may vary from estimated costs, the Prospective Contractor's actual realized profit or fee may vary from negotiated profit or fee, because of such factors as efficiency of performance, incurrence of costs MCTC or MTA does not recognize as allowable and contract type.

It is in MCTC's and MTA's interest to offer contractors opportunities for financial rewards sufficient to (1) stimulate efficient contract performance, and (2) attract the best qualified large and small businesses to MCTC's or MTA's contracts.

Both MCTC, MTA, and Prospective Contractor should be concerned with profit as a motivator of efficient and effective contract performance. Negotiations aimed merely at reducing prices by reducing profit, without proper recognition of the function of the profit, are not in MCTC's or MTA's best interest.

II. PRICE ANALYSIS

Where appropriate, staff must utilize the Price Analysis tool to determine whether the contract price is reasonable. To analyze the price, use one of the available Price Analysis techniques listed below. Clearly state which technique was utilized and explain your reasoning. Available price analysis techniques include:

1. Adequate price competition;
2. Prices set by law or regulation;
3. Established catalog prices and market prices;
4. Comparison to previous purchases;
5. Comparison to a valid independent estimate; and/or
6. Value analysis.

A. Adequate price competition exists where:

- At least two responsible contractors respond to a solicitation.
- Each contractor must be able to satisfy the requirements of the solicitation.
- Each contractor must submit priced offers responsive to the expressed requirements of the solicitation.

If the conditions above are met, price competition is adequate unless:

- The solicitation was made under conditions that unreasonably deny one or more known and qualified contractors an opportunity to compete.
- The low competitor has such an advantage over the competitors that it is practically immune to the stimulus of competition.
- The lowest final price is not reasonable, and this finding can be supported by facts.

B. Prices set by law or regulation are deemed fair and reasonable. MCTC or MTA should obtain a copy of the rate schedules set by the applicable law or regulation. Once these schedules are obtained, verify that they apply to MCTC's or MTA's situation and that MCTC or MTA are being charged the correct price. For utility contracts, this policy applies only to prices prescribed by an effective, independent regulatory body.

C. Established catalog prices can be used when the following conditions exist:

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

Catalog prices are considered reasonable because commercial demand exists and supplier prices are driven by that demand. Staff must try to ensure that MCTC or MTA is getting at least the same price as other buyers in the market for these items. Staff must be sure that catalogs are not simply internal pricing documents, and shall retain a copy of the catalog or at least the page on which the price appears.

Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the Prospective Contractor. If this information is not available from other commercial buyers and sellers, it may be obtained from the Prospective Contractor.

D. Comparison to previous purchases:

This determination must be based upon a physical review of the documentation contained in the previous files. Changes in quantity, quality, delivery schedules, the economy, and inclusion of non-recurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed. Staff must also ensure that the previous price was fair and reasonable.

E. Comparison to a valid independent estimate:

Verify the facts, assumptions, and judgments used by MCTC or MTA in its estimate. Review the method and data used in developing the estimate. For example, did prices come from current catalogs or industry standards? Staff must be comfortable with the estimate before relying on it as a basis for determining a price to be fair and reasonable.

F. Value analysis requires staff to look at the item and the function it performs to determine its worth. The decision of price reasonableness remains with the Executive Director or Project Manager.

ATTACHMENT B

MCTC OR MTA CONTRACT FILE CHECKLIST

Project Manager: _____ Project #: _____

Name of Contractor: _____

This document shall be filled out by the Project Manager. The following items must be included in the contract file. Each item shall be checked off upon completion. Keep this document in the contract file.

Project included in OWP/Budget? Circle: Yes No

If not, explain and include minutes showing Commission approval of RFP:

Total contract amount \$ _____; DBE portion \$ _____

Commission or Board approval of contract if \$10,001 or above; file to include minutes showing Commission approval

Reviewed as to legal form by Counsel on _____

Copy of contract (fully executed original contract in locked legal files)

Purchase order or Contract number (required): _____

Copies of:

- Request for Proposal; solicitation, evaluation and ranking records; all contract negotiation notes; and successful Proposal
- If contract \$2,500 to \$100,000, file to include documentation of 3 quotations
- If Sole Source Contract, file to include Staff Memo describing justification and signed by Executive Director
- Cost or Price Analysis Form and History of Procurement Form, if more than \$3,000 and federally funded

Was contract awarded to source with lowest price, pursuant to Small Purchasing Procedures? Circle: Yes No

If Small Purchasing Procedures were used, but the source with the lowest price was not selected, explain why: _____

MCTC OR MTA CONTRACT FILE CHECKLIST (CONT'D)

- Electronic copies of contract and winning proposal forwarded to “Secretary” for filing
- Estimated contract completion date _____
- Independent contract form needs to be mailed to EDD (mandatory!) for individuals **without** Federal Tax ID numbers
- Verified that contractor is NOT on Excluded Parties List System (www.epls.gov) with printed copy of search results ATTACHED
- Approved Insurance Certificate, with correct Additional Insured language
- Documentation of Contractor performance, including copies of work product
- Memo to File from Executive Director explaining why Contractor is not required to complete a Statement of Economic Interests, Form 700 (if applicable).
- Contract amended?

Amendment date _____ Reason: _____

Amendment date _____ Reason: _____

Amendment date _____ Reason: _____

ATTACHMENT C

HISTORY OF THE PROCUREMENT

(Must be Completed for Federally-Funded Contracts Exceeding \$3,000)

1. Date _____
2. Project Name or Title _____
3. RFP/IFB or Contract Number _____
4. Modification Number _____
5. Contract Type [If Time and Materials contract is used, provide explanation of why no other type of contract is suitable]

6. Procurement Description (briefly describe the procurement)

7. <u>Pricing Structure</u>	<u>Cost Estimate</u>
Cost	\$ _____
Fee/Profit _____%	\$ _____
Total Price	\$ _____

RATIONALE FOR METHOD OF PROCUREMENT

1. In this paragraph, describe the acquisition, including a brief history of the requirement, the place of performance, and any other pertinent information. Questions to be answered include: What is it? Why is it needed? What is it for? Quantity? If this is a contract modification, what events or circumstances contributed to the needed change? State MCTC's or MTA's estimated amount of the proposed acquisition.
2. In this paragraph, address the extent of competition under the acquisition. Is the acquisition being accomplished under full and open competition? If other than full and open, the procurement file must contain a staff memo describing the justification for using a sole source contract. If applicable, include an explanation of why the use of sealed bid procedures is not appropriate for the acquisition. Additionally, was the requirement publicized in accordance with MCTC's or MTA's procedures? (If not, cite the exception.) How many requests for solicitations were received? How many offers were received?
3. In this paragraph, include an explanation of the reasons for selecting the type of contract to be used.
4. In this paragraph, include the planned negotiation schedule, and identification of MCTC's or MTA's negotiating team members by name and position.

ATTACHMENT D

DOCUMENTATION OF BIDS ACQUIRED BY TELEPHONE

Description of Program Need:	
Specific Description of Product or Service Desired:	
Person Requesting Product or Service:	Date Request Received:

BIDS RECEIVED

Name and Address of Vendor Contacted: Bid #1	
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:
Bid Provided:	
Program Staff Person Soliciting Bid:	Date Bid Provided:

Name and Address of Vendor Contacted: Bid #2	
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:
Bid Provided:	
Program Staff Person Soliciting Bid:	Date Bid Provided:

Name and Address of Vendor Contacted: Bid #3	
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:
Bid Provided:	
Program Staff Person Soliciting Bid:	Date Bid Provided:

ATTACHMENT E

GUIDELINES FOR CRITERIA AND CONSIDERATIONS IN EVALUATING RFPs

The following are suggested criteria that may be used in evaluating proposals:

1. Does the Prospective Contractor understand the program's problems or needs?
2. Can the Prospective Contractor fit this work into its existing obligations?
3. Is the approach to the problem, recommended method, and procedure reasonable and feasible?
4. Do the expected results, outcomes, and deliverables appear to be achievable in a timely manner, given the approaches, methods and procedures proposed?
5. Does the firm have the organization, management capability and competency, fiscal and personnel resources, and experience to perform the services being sought?
6. Has the firm had experience performing work of similar nature, size and scope?
7. Does the Prospective Contractor's past experience complement the services being sought, or is the Prospective Contractor's past experience appropriate to qualify the proposer to perform these services?
8. What are the professional qualifications of the personnel that the firm will commit to the project?
9. Did the Prospective Contractor allocate sufficient staff resources?
10. Has the Prospective Contractor addressed all goals, objectives, service demands, and required deliverables specified in the RFP?
11. Does the Prospective Contractor appear to have the capacity to manage fiscal resources responsibly?
12. Does the Prospective Contractor have sound fiscal, accounting, and cost-monitoring or budget-monitoring procedures in place?