AGENDA OF THE TRANSIT COMMISSION

WEDNESDAY, MARCH 17, 2021, 8:15 AM
TRANSIT
901 University Ave

A. Roll Call.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessica Franco-Morales

B. Approval of the Agenda.

1. Approval of March 17, 2021 Transit Commission Agenda

C. Approval of Minutes.

1. Approval of February 17, 2021 Transit Commission Minutes

D. Regular Business.

1. Discussion/Action: Green Bay Metro Procurement Policy
2. Discussion/Action: Microtransit Services
3. Discussion/Action: Security Gate
4. Discussion/Action: Purchase of Six (6) Quantum Securement Devices

E. Informational.

1. Operational Reports
2. Financial Reports
3. Director's Report
4. Next Transit Commission Meeting: Wednesday, April 21, 2021

F. Adjournment.

1) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
2) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Transit Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
3) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # B.1

Approval of March 17, 2021 Transit Commission Agenda

BACKGROUND

Enclosed is the agenda for the Transit Commission meeting being held on March 17, 2021.

RECOMMENDATION

Staff recommends the approval of the agenda for March 17, 2021.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # C.1

Approval of February 17, 2021 Transit Commission Minutes

BACKGROUND

Enclosed are the proposed minutes from the Commission meeting held on February 17, 2021.

RECOMMENDATION

Staff recommends the approval of the minutes from February 17, 2021.

FISCAL IMPACT

ATTACHMENTS

1. February 17, 2021

MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, FEBRUARY 17, 2021, 8:15 AM
TRANSIT
901 University Ave

A. ROLL CALL.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessica Franco-Morales

Present: Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, Excused: Kevin Kuehn, Rashad Cobb

Chair Roger Kolb called the meeting to order at 8:16 a.m.

B. APPROVAL OF THE AGENDA.

1. Approval of February 17, 2021 Transit Commission Agenda

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve the February 17, 2021 agenda. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of December 9, 2020 Transit Commission Minutes

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve the minutes from the December 9, 2020 meeting. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

2. Approval of January 20, 2021 Transit Commission Minutes

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve the minutes from the January 20, 2021 meeting. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

D. REGULAR BUSINESS.

1. Discussion/Action: UWGB Agreement

Director Kiewiz stated Green Bay Metro and UWGB have been partnering since 2008. This partnership allows UWGB students to board the bus fare free. UWGB reimburses Green Bay Metro based on the agreement. This agreement would auto renew, unless notified within 90 days by either party.

Green Bay Metro issues six months passes and the college disperses them out to the students. This process assists in minimizing fraudulent use of the program. Green Bay Metro will invoice UWGB $1.00 per ride on a quarterly basis.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to approve the extension of the UWGB Agreement based on the agreement. Green Bay Metro will invoice UWGB $1.00 per ride on a quarterly basis. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

2. Discussion/Action: Green Bay Area Public Schools Bus Shelter Art Installation Project

Director Kiewiz stated we started this project pre-COVID and was then delayed. Green Bay Metro staff worked with staff at Preble High School. They had students create artwork for bus shelters. The city did something similar with the Art Commission. The two locations that were selected for this project are located near Salvation Army and Paul's Pantry. The cost is approximately $1,000. Metro will cover this cost. This will be a great way to liven up our bus shelters in our community while portraying work done by area students.

In your packets, there are five (5) artwork entries, we would like the Commission to select the two (2) artworks to allow staff to proceed with the placement on the two area bus shelters.

Moved by Commissioner Emily Ysebaert, seconded by Ald. Randy Scannell to approve the Leo Frigo Memorial Bridge artwork to be placed at Paul's Pantry and the Diversity artwork to be placed at Salvation Army. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

E. INFORMATIONAL.

1. Service Update

Director Kiewiz provided a service update, relating to the pandemic.

Regarding the federal mask mandate that has taken effect: It does not affect Metro a whole lot as the Commission had passed the policy last spring requiring masks while on the bus. There have been some changes: riders can no longer use bandanas or clothing (i.e turtlenecks) to cover their nose and mouth. We have been sending those messages out on the buses and social media. We have not had any concerns with our riders wearing masks. Metro does provide a mask if someone does not have one. The message has been clear, "No mask, No ride!"

Green Bay Area Public Schools will be going back in session March 1, 2021.

Staff recommends eliminating the capacity limits on buses. This will provide security for riders, knowing they can get on the bus. Drivers and staff feel comfortable with all the precautions that have been put into place, such as; air purification system, mask requirements and driver barriers. Supervisors will continue to monitor if concerns arise. This is staff's intentions moving forward as long as the Commissioners have no objections.

Commissioner Emily Ysebaert commented staff are doing a fantastic job being proactive.

Chair Roger Kolb asked what the status of the drivers receiving the vaccine is. At this point, approximately 75% of the department has been vaccinated. Individuals that wanted to get the vaccine have been vaccinated; majority of the operators are completely vaccinated.

Green Bay Metro's Service Development Committee has started back up. Members include four operators, an Operation Supervisor, our Mobility Coordinator and Lisa Conard, Brown County MPO. We are looking at where we provide service similar to what we have done with Route 15 and 16 where we put them on Micro Transit because of service levels. The team is working on creating a more efficient, rider friendly system. With the low ridership on Routes 10 and 17 microtransit may be a more viable option. At our next Transit Commission meeting we will be discussing 2-hour night service and how we would like to proceed either putting back on fixed route or continuing with microtransit.

No other questions received.

2. Operational Reports

Reports included: Fixed Route, Paratransit, Micro Transit and 2020 Accident Analysis

Some area schools are back in session, Green Bay School District will be going back in session March 1, 2021. Staff is anticipating seeing some increase in ridership with students returning to in session classes.

Director Kiewiz provided an overview of the 2020 Accident Analysis. An accident is any time your bus comes in contact with anything, such as a pole in the garage. Even if there is no cost or liability or any pay out. In a normal year we would be about 1.2 million miles and for 2020 we only had 750,000 miles due to reducing service. Our preventable accidents frequency rate is higher than the previous year only because we drove less miles. Regarding employee injuries pre-COVID: we were short six operators, had forced overtime and had to limit the number of drivers on vacation. With so many vacancies pre-COVID, it resulted in a considerable amount of overtime. The reduction of employee injuries is important to look at and how it relates to amount of hours that staff worked. Workman's Comp expenses are charged back to our department because the city is self-insured. In 2019 we paid out about $40,000 in workers' comp claims and in 2020 we paid out less than a $1,000.

No additional questions received.

3. Director's Report

Director Kiewiz provided an overall update:

Staff is working with DPW on various potential locations for shelters or bench placements for this spring.

Staff is working with Military Ave. Business Association, Bellin Hospital and St. Vincent Hospital on placing some benches or shelters.

Director Kiewiz stated she would like to congratulate Lisa Conard on her promotion as Brown County Principal Planner. Lisa Conard stated that Karl Mueller will be sitting in on the Transit Commission meetings.

4. Closed Session/Labor Update – Local 420 Maintenance Unit

The Commission may convene in closed session pursuant to Section 19.85(1) (e), Wis. Stats, for the purpose of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Commission may, thereafter, reconvene in open session pursuant to Section 19.85(2), Wis. Stats. to report any actions taken during closed session and to consider all other matters on the agenda.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to go into closed session. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

Ald. Randy Scannell read the following statement. The Commission may convene in closed session pursuant to Section 19.85(1) (e), Wis. Stats, for the purpose of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Commission may, thereafter, reconvene in open session pursuant to Section 19.85(2), Wis. Stats. to report any actions taken during closed session and to consider all other matters on the agenda.

Attendees for closed session were Roger Kolb, Chair; Emily Ysebaert, Vice Chair; Michael Conley-Kuhagen and Jessica Franco-Morales, Transit Commissioners, Patty Kiewiz, Transit Director; Melanie Falk, Human Resources.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to return to regular order of business. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

No action was taken during closed session. The Commission received an update on labor.

5. Next Transit Commission Meeting: Wednesday, March 17, 2021

F. ADJOURNMENT.

Moved by Ald. Randy Scannell, seconded by Commissioner Emily Ysebaert to adjourn at 9:00 a.m. Motion carried.
Yes- Emily Ysebaert, Randy Scannell, Roger Kolb, Michael Conley-Kuhagen, Jessica Franco-Morales, No- None, Abstain- None

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # D.1

Discussion/Action: Green Bay Metro Procurement Policy

BACKGROUND

Green Bay Metro staff have reviewed the Green Bay Procurement Policy. The policy has been updated to ensure compliance with the Federal Transit Administration.

RECOMMENDATION

Staff recommends the Commission to approve the Green Bay Metro Procurement Policy.

FISCAL IMPACT

ATTACHMENTS

1. 2021 Procurement Policy DRAFT
2. Attachment 4 - Indep Cost Est Sept 2020
3. Attachment 5 - Cost and Price Analysis Sept 2020
4. Attachment 6 - Contract Sign-Off Sept 2020
5. Attachment 7 - Award Recomendation and Justification Form Sept 2020
6. Attachment 8 - Compliance Checklist Sept 2020
7. Attachment 9 - Non-Competitive Proc Justificaion Sept 2020
8. Attachment 10 - Purchase Request Sept 2020
9. Attachment 11 - Single Source Documentation Sept 2020
10. Attachment 12 - Project Manager Checklist Sept 2020
11. Attachment 13 - Procurement Finance Report Sept 2020

Green Bay METRO

PROCUREMENT AND CONTRACT ADMINISTRATION MANUAL

FOR THE ACQUISITION OF GOODS AND SERVICES UNDER
FEDERAL TRANSIT ADMINISTRATION GRANT PROGRAMS

March 2021

TABLE OF CONTENTS

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1.0 PURPOSE AND INTRODUCTION

Objective

The purpose of this Green Bay Metro Transit System (GBM) Procurement Manual is to define the basic policies and procedures for the procurement of, accounting for, and disposal of GBM materials, equipment, buses, other vehicles, and facilities; and the procurement and administration of professional services and other services required by GBM. The Procurement Manual specifies policy and procedure for all GBM employees and Green Bay Transit Commission members involved in the procurement process, and to City departments that procure goods and services for us.

GBM's policies and procedures are established in order to:

(a) Maximize the value received for GBM's expenditure of public funds,
(b) Protect assets purchased with public funds and ensure their application in GBM's interest,
(c) Provide a timely, efficient, and cost-effective flow of resources necessary to support GBM's provision of service, and
(d) Protect the integrity of GBM's procurement process and protect the reputation of GBM, its officers, and its employees.

GBM, defined as a large urban transit system is a direct recipient to the Federal Transit Administration (FTA). Although reporting directly to the FTA, GBM will reference WisDOT resources and toolkits for reporting and administering federal grant programs due to reporting requirements being aligned. GBM will work in conjunction with the City of Green Bay Purchasing Department to ensure federal, state and local purchasing requirements are met. Although City of Green Bay purchasing process may vary, GBM staff and city purchasing will work collaboratively to ensure all FTA procurement requirements are met.

1.1 General Procurement Resources

The FTA Circular 4220 Third-Party Contracting Guidance (as amended), the FTA Best Practices Procurement Manual and the FTA program administration regulations listed below set forth the requirements a recipient must adhere to in the solicitation, award and administration of its third-party contracts. These requirements are based on the common grant rules, federal statues, Executive Orders and their implementing regulations, and FTA policy.

- Circular 4220 – Third Party Contracting Guidance
  - https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance
- Best Practices Procurement Manual
  - https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual
- Master Agreement
  - https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021
- Circular 5010 – Award Management Requirements (Grant Management Guidelines)
  - https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/award-management-requirements-circular-50101e
- Circular 9030 – Urbanized Area Formula Program
  - https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/urbanized-area-formula-program-program-guidance-and
- Circular 9070 – Enhanced Mobility of Seniors and Individuals with Disabilities Program
  - https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities

1.2 Competition

It is the policy of GBM that all procurement transactions be conducted in a manner intended to maximize full and open competition. GBM will only make awards to responsive offers from responsible offerors. A responsive offer is one that complies with all material requirements of the solicitation. A responsible offeror is one possessing the technical, physical, financial and ethical capacity to successfully perform a specific contract.

By implementing this standard, procurement staff members are expected to be aggressive in identifying potential vendors for each procurement. If appropriate, each procurement expected to cost above the small purchase threshold shall be advertised in local, and, as appropriate, regional, national and trade publications, and known vendors will be directly informed of the project and encouraged to respond to the solicitation. In addition, each competitive procurement above the small purchase threshold shall be posted on the City's website procurement page for downloading. The advertisement and notice shall provide the solicitation number and title, the date of any pre-bid or pre proposal conference, and the date and time for receipt of responses to the solicitation. Advertisements and notices shall be issued at the beginning of the solicitation period or as soon thereafter as practicable (e.g. to accommodate the advertising schedules of publications). For procurements below the small purchase threshold, formal advertising is not required, but may be used if appropriate.

1.3 Standards of Conduct

GBM shall maintain a written disclosure statement for all employees, officers, agents related to the solicitation, award and administration of contracts, conforming to applicable laws and regulations, including but not limited to **FTA Master agreement, Circular 4220.1F** and City of Green Bay purchasing policies, as they may be amended from time to time.

1.4 Economic Purchasing

Proposed procurements will be reviewed to avoid duplicative or repetitive purchases to the greatest extent feasible and consistent with good procurement practices. Consideration should be given to consolidating or breaking out procurements to obtain more economic pricing. Where appropriate, analysis will be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach.

1.5 Specifications

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such descriptions shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be acquired. Whenever practical, requirements will be described in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications are to be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance; however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and vendors will be allowed to offer "equal" products meeting the salient characteristics. Specifications for bid solicitations, whether by small purchase or formal procurement, shall be sufficiently detailed to ensure that bidders may submit pricing on an "apples to apples" basis. Specifications or scopes of services for negotiated procurements may be more general and accommodate the possibility of alternative solutions or products.

1.6 Contract Administration

GBM will maintain a contract administration system designed to ensure conformance by all parties with the terms, conditions, and specifications of their contracts.

1.7 Records

GBM shall maintain records (using **Attachment 8 – Compliance Checklist** and **Attachment 12 – Project Manager Checklist**) detailing the history of procurement in a manner consistent with the size, complexity and cost of the contract.

At a minimum, these records shall include:
(a) Description of the procurement
(b) The rationale for the method of the procurement
(c) Selection of the contract type
(d) Reasons for contractor selection or rejection
(e) The basis for the contract price
(f) Independent Cost Estimate (**Attachment 4**)

1.8 Contract Period

The period of contract performance for rolling stock and replacement parts shall not exceed five years, inclusive of options, as defined in **FTA C 4220.1F**. The length of all other contracts shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with GBM, and the relative benefit to GBM of a longer or shorter contract term.

1.9 Use of Existing Contracts

1.9.1 Federal and State Contracts

GBM may consider and pursue, in the interest of economy and efficiency, the use of Federal, State and local intergovernmental agreements for procurements, agreements for the use of common goods and services, or the use of federal or state excess and surplus property, when it is in the interest of GBM to do so and complies with Federal Transit Administration ("FTA")/Wisconsin Department of Transportation ("WISDOT") requirements and guidelines.

1.9.2 Exercising Options in Other Agency Contracts

The term “piggybacking” is often used to describe one transit agency’s use of another transit agency’s existing contract when the awarding agency’s contract did not originally envision its use by the piggybacking agency. A number of FTA requirements must be met before such a contract may be used. FTA requires that the existing contract contain an assignability clause and all required FTA contract clauses and certifications; these clauses cannot be added by GBM as part of its use of the existing contract. All quantities acquired by assigned contract rights must be within the original contract quantities (including options) and acquired within the term of the existing contract. GBM must determine that the agency with the contract complied with all FTA requirements relating to competition and performance of a cost or price analysis. GBM must also perform its own cost or price analysis to determine that the prices it will pay are fair and reasonable. The GBM Transit Director will obtain all appropriate documentation from the original awarding agency and see that the documentation is retained in the procurement file for that acquisition. Piggybacking should not be confused with a joint acquisition, where GBM is a named party in the original solicitation. FTA must approve all piggyback procurements.

1.9.3 Types of Options

Generally, there are three types of options which may be included in a solicitation:

(a) Options for additional quantities. Options for additional quantities may be utilized when GBM anticipates that quantities of the same goods or services beyond those specified may be required within the time period of the contract, conditioned upon unsecured funding or potential future events. The additional quantities should be clearly specified and, to the extent reasonably feasible, the time frame identified. Cost factors such as escalation or quantity discounts should be considered in evaluating the price reasonableness of such options.

(b) Options for additional time periods are often used in service contracts, where GBM desires the ability to continue with a contract beyond the base term of the contract, conditioned upon satisfactory performance by the contractor. The total of the option periods should not exceed a reasonable period for the services required, and options cannot be used to perpetuate a contract with one contractor to the detriment of reasonable competition. Factors such as escalation and the economic value of prior experience should be considered in evaluating the price reasonableness of such options.

(c) Options for additional or alternative types of goods or services may be used where GBM wishes items beyond its estimated capacity to fund the contract (such as a higher quality of product) or where a future set of services may be needed depending upon the results of the initial contract scope (such as in preliminary feasibility or design contracts).

Options must be included in the original solicitation. In developing options for a solicitation, the Transit Director and the technical participants must consider the benefits and drawbacks of a new solicitation for the optional items, the impact on competition, and the feasibility of obtaining reasonably accurate pricing. All Options will have a cost or price analysis done to determine that the prices it will pay are fair and reasonable.

1.10 Protests

1.10.1 Policy

GBM policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. “Interested party” is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

1.10.2 Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission to:

Transit Director
901 University Avenue
Green Bay WI, 54302

Protest must be filed by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests will not be accepted.

The protest shall include, at a minimum:

(a) The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party
(b) Identity of the contact person for the protestor, including name, title, address, telephone, fax and email addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party
(c) Identification of the procurement
(d) A description of the nature of the protest, referencing the portion(s) of the solicitation involved
(e) Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based
(f) A compete discussion of the basis for the protest, including all supporting facts, documents or data
(g) A statement of the specific relief requested

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation and shall be addressed to the Transit Director. GBM may decide a protest solely upon the written submission. The protest submission should therefore include all materials necessary to support the protester’s position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Transit Director. If the procurement uses federal funds, an informal notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

1.10.3 Protests of the Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth in Section 1.10.2 above. Upon receipt of such a protest, the Transit Director shall notify all prospective procurement offerors and other known interested parties of the receipt and nature of the protest and shall post a notice of the protest on GBM's procurement web page. Unless the Transit Director determines that delay will be prejudicial to the interest of GBM or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest. The protest will be considered and either denied or sustained, in part or in whole, by the Transit Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to GBM's procurement web page. Should the protest be upheld in whole or in substantial part, the contracting officer may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues its protest with the Federal Transit Administration (FTA) as defined below, or otherwise appeals the decision of the Transit Director, as defined below. Protests received by GBM after the time periods specified above shall be considered untimely and may be denied on that basis unless the Transit Director concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

1.10.4 Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination of GBM staff of a recommendation to be made to the Transit Commission as appropriate. This notice will be transmitted to each proposer at the address contained in its proposal form. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

(a) That the recommended award does not meet the requirements of the solicitation;
(b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation for award;
(c) That the evaluation process conducted by GBM is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must be received by GBM at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in 1.10.5 below or by applicable law or regulation. Upon receipt of a protest of this type, the Transit Director shall notify all offerors and any other known interested parties of the receipt and nature of the protest and request an extension of the validity period of their offers, if appropriate. Unless the Transit Director determines that delay will be prejudicial to the interest of GBM or that the protest lacks substantial merit, award will be withheld pending disposition of the protest. Should one or more offerors refuse a requested extension of the validity of an offer, the Transit Director may reject such proposal unless it is determined that the protest can reasonably be resolved, and the award process continued without need for such extension. Delay in an award shall be considered prejudicial to GBM if:

(a) The equipment, supplies or services are urgently required; or
(b) Failure to make a prompt award will economically or operationally damage GBM.

Should the protest be upheld in whole or in substantial part, the Transit Director may either (1) revise the evaluation process to correct the matter protested; or (2) cancel the solicitation in its entirety. In the event that GBM proceeds with an award for one of the reasons stated above, and the protest is subsequently upheld, the Transit Director shall determine whether the performance of the contract will reasonably permit its termination in order to correct the protested matter. Such termination shall be for the convenience of GBM.

1.10.5 Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Transit Director may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause. Upon receipt of a protest, the Transit Director shall notify parties involved in the procurement as identified above to determine the validity of the protest. A notice of the receipt of a protest should be sent to the FTA regional office, per **FTA Circular 4220.1F**, Chapter VII, Sec. 1.a(2). Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate. The Transit Director may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record. The Transit Director shall redact from any submission under the protest process information which has been identified as proprietary.

1.10.6 Protests Filed with FTA

A protestor may file a protest with FTA only after exhausting all administrative remedies provided by GBM, on the basis described in **FTA Circular 4220.1F**, Chapter VII, Sec. 1.b. FTA's review of protests will generally be limited to allegations that (1) GBM does not have or fails to follow its protest procedures; (2) GBM failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. The FTA is not obligated to review any protest. Protests addressing GBM's DBE program may be submitted to the U.S. Department of

Transportation, Office of Small and Disadvantaged Business Utilization, in accordance with 49 CFR Part 26 and guidance issued there under.

2.0 POLICIES

2.1 Ethics

2.1.1 Relationships

In all procurement matters relating to GBM, no GBM employee, officer, board member, legal counsel or other agent, including any member of an evaluation committee for a GBM project, or any member of his/her immediate family, or his/her partner, or any organization employing or about to employ any of the above, shall participate in the selection, award, administration, or performance of a GBM procurement if a conflict of interest, real or apparent, would exist. Such a conflict would exist when an employee, officer, or agent of GBM or any member of his/her immediate family, or his/her partner, or an organization employing or about to employ any of the above, has a material financial or other interest in a firm selected for award of a contract. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

2.1.2 Gifts and Gratuities

It is GBM's policy that no employee, officer, board member, or agent of GBM shall solicit or accept, directly or indirectly, any gift or gratuity, favor, entertainment, transportation, lodging, loan or other thing of value from a contractor, potential contractor, or subcontractor which is of such a character as to manifest a substantial and improper influence upon him/her with respect to assigned duties, or that would give the appearance of such an influence. Unsolicited gifts of nominal intrinsic value shall not be deemed to manifest a substantial and improper influence.

2.1.3 Violations

Violation of GBM's ethics policy by any employee shall subject the individual to disciplinary action up to and including discharge as determined by the Transit Director of GBM. Violation of this policy by the Transit Director, officer or agent of GBM shall subject the individual to disciplinary action or sanction as determined by the Green Bay Transit Commission. Violation of this policy by contractors or their agents may be considered a breach of contract and shall subject such contractor or agent to action up to and including cancellation of contract and suspension and debarment from contracting with GBM. Violation of this policy by bidders or potential contractors may be considered to make such bidder or offeror ineligible to bid or render a bid or proposal non-responsive.

2.2 Organizational Conflict of Interest

It shall be GBM's policy in soliciting and contracting for goods and services to prevent any real or apparent organizational conflict of interest which would arise when the nature of work to be performed under the proposed contract would result in an unfair competitive advantage to the contractor in the award of future work. No GBM employee will be allowed to bid on any potential contract to avoid the potential for bias in the process. It shall not be a bid or proposal requirement that a prospective vendor or contractor have prior contracts with GBM.

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

(a) Lack of impartiality or impaired objectivity. When the contractor in unable, or potentially unable to provide impartial and objective assistance or advice to the grantee due to other activities, relationships, contracts, or circumstances.

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

(c) Biased ground rules. During the conduct on an earlier procurement, the contractor has established the ground rules for a future procurement developing specifications, evaluation factors, or similar documents.

Division Heads at GBM are required to analyze potential organizational conflicts at the "requisition" stage and certify on the requisition form that potential organizational conflicts have been analyzed and document the findings on the Fair and Reasonable Price Form. These forms will be approved by the authorized purchasing personnel.

2.3 Centralized Purchasing Authority

(a) The authority and responsibility for the procurement and disposal of all material, equipment, vehicles, property and services for GBM rests with the Transit Director. No other division, department, or employee except for the Transit Director may commit funds to potential or existing suppliers or vendors on GBM's behalf. Occasionally, certain authority or responsibility may be delegated to the Finance Director for a limited period of time and purpose.

(b) All purchase requests for goods and services shall be initiated by a division head with a purchase request (**Attachment 10**), except where noted herein.

(c) User divisions are responsible for early involvement of the purchasing process in planning for procurements in order that full and open competition is maximized. This early notification and involvement will range from 90 to 120 days before contract initiation for annual bids for routine materials procurements, to one year or more for major capital purchases.

(d) User divisions are responsible for providing, in a manner as thorough and complete as possible, Scope of Work or technical specifications for their requirements to the Transit Director. The Transit Director shall assist user departments to define their requirements when requested.

(e) User departments may consult with vendors concerning details of their products; however, for purchases over **$10,000**, only the Transit Director should discuss prices, quantities, or other bidding, proposal, or contractual matters with vendors.

(f) All correspondence with a supplier regarding a matter of its contract with GBM, whether relating to the scope of work, specifications, quality of work, delivery, payment, etc., shall be by or through the Transit Director or his/her designee, and documented in writing and placed in the procurement file.

(g) The Transit Director shall be responsible for the conduct of all negotiations with bidders, prospective contractors, or contractors.

(h) The Transit Director has full authority to question the quantity, kind, and quality of material or services requisitioned, in order to avoid purchase of unnecessary or duplicative items or items of questionable value to GBM, and to consider consolidating or breaking out procurements to obtain economical purchases.

(i) The Transit Director may consider and pursue, in the interest of economy and efficiency, the use of Federal, State and local intergovernmental agreements for procurements, agreements for the use of common goods and services, or the use of federal or state excess and surplus property, when it is in the interest of GBM to do so and complies with Federal Transit Administration (FTA) and Wisconsin Department of Transportation (WISDOT) requirements and guidelines. GSA contracts are prohibited unless approved by the FTA.

(j) It is the Transit Director's responsibility to ensure that awards are made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. To that end, it will consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources in determining whether a potential contractor is responsible.

(k) It is the Compliance Coordinator's responsibility to maintain records sufficient to detail the significant history of procurement, including, but not limited to: rationale for method of procurement, selection of contract type, selection or rejection of contractors, basis for contract price, contract amendments or change orders, and contract close-out.

(l) The Transit Director shall be responsible for the settlement of all contractual and administrative issues arising out of procurements, including source evaluation, protests, disputes and claims. In dealing with protests, the Transit Director shall follow GBM's written protest procedure (see Section 1.10).

(m) GBM shall conduct procurements in a manner that prohibits statutorily or administratively imposed in-state or geographical preferences in evaluation of bids or proposals, except where federal statutes expressly mandate geographic preference.

2.4 Approval Levels for Purchases

The following represent GBM's required approval levels for procurement requisitions. Approvals must be obtained before committing GBM funds. The purchasing authority listed below shall be further limited by the approved and adopted GBM fiscal year budget. Any purchase which is expected to exceed the GBM approved and adopted fiscal year budget shall be approved by the Green Bay Transit Commission.

Amount	Approval Required
Up to $200.00	(Petty Cash) Transit Director, Accountant
Up to $3,000.00	(Plus Fuel Purchases) Accountant, Compliance Coordinator

Up to $25,000.00 Transit Director

Over $25,000.00 Green Bay Transit Commission

Only the Transit Director and Finance Director may sign Purchase Orders. Contracts are signed by the Chair of the Transit Commission or by the Transit Director.

2.4.1 Emergency Purchases

An emergency is defined as a real and present threat to GBM property, employee welfare, or the provision of transit service that cannot be reasonably alleviated without the purchase in question.

During normal business hours, the requirement will be addressed to the appropriate approval level and the Transit Director will coordinate necessary pricing and issue a purchase order.

After normal business hours, the Director or Designee present will determine whether the matter may be resolved during the next business day. If not, an attempt will be made to secure price quotations from two or more reputable sources, and a purchase made. A requisition will be prepared the next business day and fully documented as to the nature of the emergency, and approval signatures will be obtained.

2.5 Disadvantaged Business Enterprises

2.5.1 Program

Federal Transit Administration regulations require that a certain percentage of the goods and services (exclusive of rolling stock) purchased with federal funds by grant recipients must be dedicated to Disadvantaged Business Enterprises (DBEs). A DBE firm is a small business concern that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. A 'socially and economically disadvantaged individual" is defined by the federal government as a citizen of the United States who is female and/or African American, Hispanic, American, Native American, Asian-Pacific American, or Asian-Indian American. DBE's are certified by either the Wisconsin Department of Transportation.

2.5.2 Policy

It is the policy of GBM to actively encourage and assist DBEs to participate competitively in GBM procurement actions. The Accountant is GBM's DBE Liaison Officer. The DBE Liaison Officer is appointed by the Transit Director and reports directly to the Transit Director on all matters pertaining to the DBE program. The DBE Liaison Officer is responsible for DBE program coordination and enforcement and works closely with the other GBM Divisions in day-to-day implementation of the program.

The DBE goals are established triennially based on projected expenditures for construction, professional services, materials and supplies, and equipment, and anticipated opportunities to use DBE vendors to fulfill those requirements.

The DBE Liaison Officer shall take affirmative steps to establish maximum participation of DBE vendors in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

2.5.3 Award Procedures

All Bids, Proposals, and quotes should be reviewed using **Attachment 7** to ensure that minimum acceptable specifications for those goods and/or services are met. When making purchases, GBM employees who are responsible for purchase decisions should consult the Wisconsin Uniform Certification Process list of DBE approved vendors. If such a vendor is identified, the potential contractor should be notified that GBM is considering an expenditure that the DBE firm may be in a position to provide. GBM employees should employ all reasonable means of identifying DBE vendors. If no DBE vendor can be found, the DBE Liaison Officer should document the steps taken on the purchase requisition form.

2.6 Audits/Inventory of Assets

2.6.1 Real Property Acquisition and Management

GBM shall follow the requirements for acquisition and management of real property specified in Federal Transit Administration Circular 5010.1E, Management of Real Property, Equipment and Supplies. Concurrent with its annual equipment certification, GBM will review all real property acquired with FTA assistance and certify to FTA what property continues to be needed for project purposes. If excess real property exists, an excess real property utilization plan or plan for disposal shall be prepared and submitted.

2.6.2 Equipment Management Standards

GBM shall follow the requirements for management of equipment purchased with federal funds specified in FTA Circular 5010.1D, Management of Real Property, Equipment and Supplies. At least once per year, GBM will conduct a physical inventory and account for all equipment and other capital assets. The property record maintained for each item shall include:

(a) Description
(b) Identification number
(c) Procurement source (grant number and percent of federal participation)
(d) Purchase date
(e) Purchase cost
(f) Use and condition
(g) Location
(h) Date of disposal, if disposed
(i) Sale price or method used for determining fair market value
(j) Documentation regarding who holds title to the equipment

In connection with the physical inventory of assets, a Certification will be prepared regarding the existence, current use, and continued need for FTA/WISDOT funded equipment. For those items identified as surplus, the Transit Commission will be responsible for developing a plan for disposal and for approval by the Transit Director.

2.6.3 Parts and Supplies Inventory

GBM will conduct an annual inventory of parts and supplies (or other method such as cycle counting) to reconcile items in stock versus record of those on hand. The Maintenance Clerk shall prepare a variance report identifying discrepancies and their value. All discrepancies require the Transit Director's approval prior to a final inventory adjustment.

2.7 Disposition of Surplus Equipment and Supplies/Scrap

2.7.1 Identification of Surplus/Obsolete Materials, Supplies, Equipment and Scrap –

The identification of surplus equipment, material, or scrap shall be the responsibility of each division head. Equipment shall be surplus to GBM when it becomes obsolete to GBM because it has been replaced by newer equipment or because the equipment no longer supports GBM's mission. Equipment shall be scrapped only when it is non-functional and non-repairable, and has little or no value.

Parts are surplus when the part is no longer applicable to GBM's fleet or when stock on hand exceeds the maximum established by the usage history of the item for a period of over one (1) year. Stock levels and order levels will be reviewed for all stock items at least once annually by the Maintenance Manager.

All items identified as surplus or obsolete with a value under $5,000 must be sold at fair and reasonable prices. GBM staff will work with the city purchasing department in determining the best method of disposal. All reasonable offers made will be reviewed and approved by the Transit Director.

2.7.2 Disposition Before End of Service Life

Any disposition of rolling stock before the end of its service life requires prior FTA/WISDOT approval. FTA/WISDOT is reimbursed its share of the proceeds from disposition. If revenue rolling stock is being removed from service before the end of its useful life, the return to FTA/WISDOT is the greater of the FTA/WISDOT share of the unamortized value of the remaining service life per unit, based on straight line depreciation of the original purchase price, or the Federal share of the sales price (even though the unamortized value is $5,000 or less).

2.7.3 Retain and Use Elsewhere

When original or replacement equipment is no longer needed for the original project or program, it may be used by GBM for other projects or programs. FTA/WISDOT prior approval of this alternative is required. FTA/WISDOT retains its interest if the fair market value of the project property is over $5,000.

2.7.4 Value Over $5,000

After the service life of equipment is reached, equipment with a current market value exceeding $5,000.00 per unit, may be retained or sold, with reimbursement to FTA/WISDOT of an amount calculated by multiplying the total aggregate fair market value at the time of disposition, or the net sales proceeds, by the percentage of FTA/WISDOT's participation in the original grant. GBM's transmittal letter should state whether the equipment will be retained or sold.

2.7.5 Less than $5,000 value

Equipment with a unit market value of $5,000.00 or less, or supplies with a total aggregate market value of $5,000.00 or less, may be retained, sold or otherwise disposed of with no obligation to reimburse FTA/WISDOT, providing useful service life requirements have been met. Records of this action must be retained.

2.7.6 Like-Kind Trade-In or Offset Exchange

With prior FTA approval, GBM may elect to use the trade-in value or the sales proceeds to offset the cost of a replacement bus, applying 100 percent of the net proceeds to acquisition of the replacement vehicle/s. (See 49 *CFR*, Part 18.32; and *Federal Register* pp. 39328/39329, dated August 28, 1992). Remaining cost differences, if more than the proceeds, are to be met by GBM. Excess proceeds, if any, are returned to FTA minus a deduction for pro rata local share.

2.7.7 Transfer to Public Agency for Non-Transit Use

With prior FTA approval, GBM may follow procedures for publication in the *Federal Register* to transfer property (including land or equipment) to a public agency with no repayment to FTA. These procedures are available from the FTA Region V office [49 *U.S.C.* 5334(g)(1)].

2.7.8 Sell and Use Proceeds for Other Capital Projects

With prior FTA approval, GBM may sell equipment or supplies and use the proceeds to reduce the gross project cost of other FTA eligible capital transit projects [49 *U.S.C.*, 5334(g)(4)]. GBM will record the receipt of the proceeds in its accounting system, showing that the funds are restricted for use in a subsequent capital project, and reduce the liability as the proceeds are applied to one or more FTA approved capital projects. GBM will show on subsequent grant applications that the gross project cost has been reduced with the proceeds from the earlier transaction.

2.7.9 Unused Supplies

Disposition of unused supplies before the end of the industry standard life expectancy is determined in total aggregate fair market value and if found to exceed $5,000, GBM (or a subrecipient) shall compensate FTA for its share; or transfer the sales proceeds to reduce gross project cost of other capital project/s [49 *U.S.C.* 5334(g)(4)].

2.7.10 Disposal of Scrap

Materials, parts, or equipment identified as scrap and having recovery value shall be sold to the highest of three scrap dealers willing to make quotations. The disposition of scrap must be approved by the Transit Director prior to disposition. All sales shall be by cashier's check or cash, unless otherwise approved by the Transit Director.

3.0 RESPONSIBILITIES

3.1 General

The authority to award contracts rests with the City of Green Bay Transit Commission.

The Transit Director serves as GBM's Contracting Officer. The Transit Director oversees administration, and the daily operations. The Compliance Coordinator assists the Transit Director with all procurement oversight. By centralizing authority for purchasing, GBM assures close control of the procurement process and consistent application of GBM policies and FTA requirements. The responsibilities of persons involved in the procurement process are described in the following paragraphs.

3.2 City of Green Bay Transit Commission

(a) Sole contracting authority for purchases $25,000 and more spanning total life of contract.
(b) Establishes agency operating budget and capital plan and budget based on recommendations of Transit Director and staff.
(c) Approves all purchases over $25,000.00 resulting from advertised bids, based on staff recommendation.
(d) Sets 3-year DBE goals based upon recommendation of GBM DBE Liaison Officer and staff.

3.3 Transit Director

(a) Approves all purchases over $3,000, including signing purchase orders, and reviews all purchases subject to approval by the Transit Commission prior to submittal to the Transit Commission.
(b) Approves disposal of surplus materials, supplies, and equipment.
(c) Approves any changes to internal purchasing procedures and assures compliance with GBM purchasing policies, state and federal requirements.

3.4 Accountant

(a) Oversees all Transit purchases. Ensures proper documentation is obtained.
(b) Verifies purchases meet grant requirements.
(c) Approves purchases up to $3,000.
(d) Approves all fuel requisitions.
(e) May serve as a Project Manager or as a member of the evaluation team for procurements.
(f) Recommends new policies and procedures to the Transit Director.

3.5 Compliance Coordinator

(a) Oversees and approves all purchases up to $3,000.
(b) Serves as back-up for fuel requisition approvals.
(c) Assures the appropriate purchasing method is used and that all required procurement documents are obtained prior to awarding the project/purchase.
(d) Responsible for all procurement file organization.
(e) Serves as a member of the evaluation team for procurements.

(f) Processes Procurement Finance report – **Attachment 13** at the completion of all procurements.

3.6 Maintenance Manager

(a) Enters Requisitions, which is sent to the Accountant and/or Compliance Coordinator.

(b) Oversees operation of Parts Department, its compliance with GBM purchasing policies in cooperation with the Compliance Coordinator. The below items are the responsibilities of the Part Clerk:

(1) Reviews software generated inventory reorder report and indicates items and quantities to be ordered to maintain stock, then forwards purchase requisition to Transit Director for review.

(2) Initiates requisitions for stock or non-stock items to cover planned maintenance campaigns, seasonal purchases, or emergency/bus-down repairs.

(3) Processes materials receipts and forwards receiving report to the Finance Division to initiate payment; coordinates with Finance Division on open purchase orders and unidentified receipts.

(4) Responsible for ensuring that all parts are classified and stocks all new parts and supplies, makes regular physical stock checks, coordinates inventory purchased for other departments, coordinates annual parts inventory.

(5) Reviews inventory requirements (minimum and maximum shelf requirements for each item) and adjust as required to assure maximum availability consistent with minimum stock level.

(6) Reviews inventory and identifies excess and slow-moving items for disposal, making disposal recommendations; responsible for physical identification, collection and security of surplus and scrap until sale or disposal.

(7) May serve as a Project Manager or as a member of the evaluation team for procurements.

3.7 Disadvantaged Business Enterprise Liaison Officer (Accountant)

Assures that 49 *CFR* Part 26 and other federal, state and local regulations are adhered to by GBM. Please refer to the GBM DBE Policy for further duties and responsibilities.

3.8 Payment Procedures

All check requests are approved by the Transit Director or appropriate staff and prepared by City of Green Bay Finance Department.

4.0 ACQUISITION PLANNING

4.1 General

GBM recognizes that advance procurement planning is a significant factor in providing and enabling full and open competition. Such planning for large or complex procurements will involve the efforts of all personnel responsible for a procurement to coordinate in planning the funding, technical specifications/scope of work, solicitation of award, contract administration, and other matters far enough in advance to assure adequate time to solicit maximum participation by prospective vendors in meeting the requirement. Generally, planning for large or complex non-inventory procurements will begin with the annual budgeting and capital planning process. However, very complex procurements may require advance procurement planning to begin before the annual budget cycle in order to properly identify a project scope and budget.

City of Green Bay Purchasing will provide assistance to GBM throughout various procurements. Department of Public Works will lead all public construction projects over the cost of $25,000 and whenever technical needs are required. Other various departments will be utilized as useful resources to ensure the best possible outcome.

4.2 Divisional Responsibilities

Division heads initiating the purchase requisition form are responsible for providing the Transit Director with technical specifications and any necessary drawings for equipment or materials contracts, or a Scope of Work and suggested evaluation criteria for the procurement. Technical specifications or the Scope of Work will set forth the minimum essential characteristics or standards and will not include any features unduly restricting competition. “Brand name or equal” specifications will only be used when it is impractical to provide a clear and accurate technical description of the product and will to the extent possible describe the relevant functional characteristics of the items to be purchased.

In addition to a purchase requisition, division heads are responsible to furnish the following information to the Transit Director (if appropriate to the purchase):

(a) Product/service description
(b) Desired delivery schedule
(c) Technical evaluation criteria in order of merit
(d) Special terms and conditions for contract
(e) Progress reporting requirements
(f) List of potential vendors (contact name, address and phone number) if GBM’s list is incomplete or outdated

Early coordination regarding divisional requirements with the Transit Director will enable any required assistance to be given in developing the above information in a timely manner. The Transit Director subsequently requires time to develop, advertise, and issue a solicitation, and the proper amount of time must also be given to evaluation and award, including Transit Commission approval, before the requirement is needed.

Finally, **FTA Circular 4220.1F** requires that an independent cost estimate for all purchases of materials, equipment or services be provided before soliciting quotations, bids, or proposals for federally funded projects. Division heads initiating federally funded projects are responsible for providing an independent cost estimate (**Attachment 4**) to the Transit Director for the contract file prior to solicitation.

4.3 Planning Major Procurements

In order to provide for a smooth flow of major procurement work, the Transit Director may convene one or more meetings of division heads to involve them in the annual budget approval process for the purpose of advance procurement planning for the coming year. The expected result of such meeting(s) will be agreement as to responsibilities for and the general timing of procurement effort for major projects in order that consistency of procurement activity is achieved, and timely solicitations are made.

4.4 Planning Routine Procurements

Periodically, but no less often than every six months, the Transit Director or designee will issue to division heads an advance schedule of contract expirations and requirements for re-bid for the coming twelve-month period. This schedule will list the contract and its expiration date, person responsible for specifications/scope of work and due date. Planning routine procurements in such a manner enables the Transit Director maximum opportunity to properly schedule non-routine procurement activity.

5.0 METHODS OF PROCUREMENT – BELOW FORMAL BIDDING THRESHOLD

5.1 General

The Transit Director along with division heads will work with the city's Purchasing Department to determine the most appropriate method of procurement for their requirements. Purchases may be made by the following methods:

(a) Petty cash purchases,
(b) Micro-purchases,
(c) Small purchase procedures,
(d) Emergency purchases,
(e) Check request/direct pay items,
(f) Request for Bids (hereinafter the "RFB"), or
(g) Request for Proposals (hereinafter the "RFP"), or
(h) Request for Quote (hereinafter the "RFQ") or
(i) Request for Information (hereinafter the "RFI") or
(h) Non-competitive procurements

A significant portion of GBM purchasing activity involves purchases of materials or services under the threshold for formal advertising and bidding, generally termed small purchases. Small purchase procedures are covered in this section.

Completion of a Purchase Request is required and the necessary approvals secured prior to the commitment of GBM funds. The only exceptions to this rule are:

(a) Petty cash purchases within limits,
(b) Emergency purchases coordinated through the Transit Director, and
(c) Direct pay items under existing contracts or with proper prior approvals or authority for expenditure.

5.2 Petty Cash Purchases

The purchase of small-dollar value non-inventory items, usually $25.00 or less, may be accomplished using the petty cash account. The petty cash account is intended to satisfy immediate small-dollar needs. All petty cash expenditures must be approved by the authorized individual and supported by appropriately detailed receipts. Please refer to the Petty Cash Procedures for further information.

5.3 Micro-Purchases

GBM may acquire property and services valued at less than $5,000 without obtaining competitive quotes but shall provide for competition whenever practicable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers (in the local area) and no splitting of procurements to avoid competition. The Davis-Bacon Act (40 U.S.C. §3141 et seq.) applies to construction contracts greater than $2,000. The minimum documentation required is the determination that the price is fair and reasonable and how that determination was derived. The determination of price reasonableness will be recorded on preprinted forms on the receipt or requisition. The documentation shall employ terminology similar to the following: “The price(s) paid for items are determined to be fair and reasonable, based on the following:

(a) Adequate competition (three or more quotes received, and an award made to lowest)
(b) Current price lists or off-the-shelf pricing
(c) Catalog price
(d) Prices found reasonable on recent previous purchases
(e) Advertisements
(f) Similar items in a related industry
(g) Independent price estimate (attach documentation)
(h) Other (cite basis)

5.4 Small Purchase Procedures

GBM defines small purchases as those relatively simple and informal methods for securing supplies, services, or property that cost more than $5,000 but do not cost more than $24,999.99 in the aggregate. The Transit Director, or designee, will work with city purchasing if RFB, RFP, RFQ or RFI,is deemed appropriate. If small purchase procedures are used, price or rate quotations shall be obtained from at least three qualified sources prior to the issuance of an award. To ensure fair and reasonable pricing the Cost and Price Analysis Form (**Attachment 5**) will be used. These price or rate quotations shall be placed in the master file.

5.4.1 GBM Competition Guidelines

The competition guidelines expressed below apply only to purchases that are greater than $10,000 annual threshold requiring formal advertising, solicitation and bid. However, such purchases are not automatically excluded from consideration for formal bidding without advertising if cost-savings or other factors make bidding advisable.

For all types of purchases less than the statutory threshold for formal bids, competition guidelines will be relieved when the purchase is known to be “sole source” or when there are less than three potential sources available or willing to quote. In such cases, FTA-required procedures for sole-source acquisitions and documentation (see Section 8 Non-Competitive Negotiation) will be followed and all efforts to identify and solicit competitive quotations from an adequate number of vendors will be documented.

Bus parts with a unit cost of less than $500.00 per unit may be priced by vendor quotation or bid (no less often than) once per year to create a primary vendor for the period.

5.4.2 Check Request/Petty Cash/Direct Pay Items

Certain expenses are incurred without the issuance of a purchase requisition supporting each payment. Such expenses are typically the following types:

(a) Periodic vendor payments under established vendor contracts or leases
(b) Utility and telephone bills
(c) Licenses and permits
(d) Organizational membership dues, conferences and registration fees, and employee reimbursement (may be subject to prior approval)
(e) Subscriptions to trade journals, periodicals, newspapers
(f) Postage
(g) Investigative expenses (background investigations)
(h) Settlement of claims and litigation
(i) Minor office supplies

For some of these payments, GBM will receive a bill or invoice and for others, GBM may bear the responsibility for meeting a scheduled payment. These payments shall be made by the City Finance Department pursuant to approval by the Transit Director.

6.0 FORMAL PROCUREMENT METHODS

6.1 General

When GBM requirements for a line or class of materials to be purchased annually are $25,000 or more, or rental/lease payments shall exceed $25,000 annually, or a simple service contract shall be over $25,000, formally advertised competitive bidding is required. Sealed bids are publicly solicited and a fixed-price (lump sum or unit price) contract is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

In addition to the above required formally advertised Request for Bids (RFB) solicitations, GBM may determine in certain circumstances that issuing a RFB with or without formal advertising for a purchase requirement under the annual threshold would be appropriate in order to secure a favorable price or other benefit to GBM.

6.2 Conditions Determining When Formal Advertising is Appropriate

The following conditions should be present for an RFB to be considered:

(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
(d) No discussion with bidders is needed

If this procurement method is used, the following requirements apply:

(a) The request for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for public opening of the bids (usually the due date shall not be less than 28 calendar days from the issue date of the RFB)

(b) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond

(c) All bids will be publicly opened at the time and place prescribed in the request for bids

(d) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of

(e) Any or all bids may be rejected if there is a sound documented business reason

(f) Immediately after the receipt and opening of bids, the City Purchasing Agent shall examine all bids timely received to determine if they are responsive. Responsiveness is determined at the time of bid opening and cannot involve any material or information received thereafter. A responsive bid is one that is timely received and which complies with all requirements of the solicitation; it must represent a clear and unequivocal offer to provide the good or services specified at a stated price or prices. Exceptions to the specification or contractual terms, or ambiguous or conditional pricing may render a bid non-responsive. However, if the terms of the solicitation permit, the City Purchasing Agent may waive minor informalities, defined as matters not affecting the price, schedule, or quality of the bid

(g) The Transit Director, in consultation with other departments involved in the procurement, shall then determine if the lowest responsive bid was submitted by a responsible bidder. This evaluation considers whether the bidder has in all aspects the ability to successfully perform the contract, including the necessary technical and financial resources; the prior experience and integrity; and capability of providing the specified insurance, bonding, and DBE participation. Price reasonableness is also evaluated in the process. If this evaluation raises concerns regarding the bidder's capability in any of these areas, the bidder should be given a reasonable opportunity to show why it should not be found non-responsible. In the event a bidder is determined non-responsible, it shall be so notified, and the responsibility of the next-lowest responsive bidder evaluated

The sealed bid method is the preferred method for procuring any type of construction project, if the conditions in the feasibility paragraphs above apply.

6.3 <u>Public Advertising</u>

Request for Bid for purchases over $25,000, in aggregate or annually, will be publicly advertised in accordance with Section 5.203 of the Federal Acquisition Regulations (FAR) which specifies that publication will be made at least fifteen days before the date that bids will be received. At a minimum, publication will occur on the City's website and at least once locally in the general newspaper of largest circulation in the Green Bay area. As appropriate to the purchase, publication may also be placed in the Local Record, construction or equipment trade journals, transit trade journals, appropriate web sites, etc. to foster competition. In addition to the public notice, bids are to be solicited directly from potential bidders. Any such direct solicitations shall include minority and woman-owned businesses, where practical.

GBM will also maintain vendor lists for routine types of purchases containing current and prospective vendors. Names of vendors may be added at their request or by division heads.

6.4 Solicitation: Preparation of RFB

An "RFB" is the complete assembly of related documents, either attached or incorporated by reference, and furnished to prospective bidders. It must describe the requirements accurately and completely. The requirements set forth in the RFB may include special qualifications required of potential contractors, life cycle costing, value analysis, and any other criteria such as testing, quality, workmanship, delivery and suitability for a particular purpose which may help in determining acceptability. Unnecessarily restrictive specifications or terms and conditions that unduly limit competition must be avoided. Some situations considered to be restrictive of competition included, but are not limited to:

(a) Unreasonable requirements placed on firms in order for them to qualify to do business;
(b) Unnecessary experience or excessive bonding requirements;
(c) Noncompetitive pricing practices between firms or between affiliated companies;
(d) Noncompetitive awards to any person or firm on retainer contracts;
(e) Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to GBM; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
(f) The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and
(g) Any arbitrary action in the procurement process.

RFB's should contain the following information if applicable to the purchase:

(a) RFB (sequence) number
(b) Name and address of GBM
(c) Date of issue
(d) Date, hour and place of bid opening
(e) Requirement for bidder to provide its name and complete address, including street, city, county, state, and ZIP code
(f) A statement that bidders should include in the bid with the address to which payment should be mailed, if that address is different from that of the bidder
(g) Description of material, equipment, or services to be furnished under each item, in sufficient detail to promote competition
(h) Provide packaging, packing, preservation, and marking requirements, if any
(i) Include inspection, acceptance, quality assurance, and reliability requirements, if any
(j) Specify the requirements for time, place, and method of delivery or other performance
(k) Permission, if appropriate, to submit bids of alternate material or design (in addition to bid called for)
(l) Statement that "Bids must set forth full, accurate, and complete information as required by the RFB"

(m) Bid guarantee, performance and payment bond requirements
(n) A minimum bid acceptance period required of the bidder
(o) Any special technical specifications
(p) Any special provisions relating to progress payments, patents, liquidated damages, etc.
(q) Any contract provisions required by federal, state, or local law,
(r) All factors to be considered in evaluation of bids, such as shipping costs, taxes and surcharges, etc., and how they will be considered
(s) How to obtain copies of documents incorporated by reference
(t) Instructions regarding how late bids will be handled

6.5 Solicitation Guidelines

6.5.1 Specifications

Specifications and purchase descriptions will provide accurate descriptions of the technical requirements for the material, equipment or service and will include the procedure for determining whether the requirement has been met. When possible, GBM will state performance specifications defining the expected performance standards the end product is expected to achieve.

6.5.2 Bidding Time

Adequate time will be given between the issuing of bids and the time set for receipt of bids to permit perspective contractors to prepare bids. Generally, no less than 30 days will be allowed for standard commercial items and when purchasing other than standard commercial items, or purchasing services. Complex procurements for certain items of equipment or construction will require significantly longer bidding time.

6.5.3 Distribution of RFB's

RFB's over $25,000 will be publicly advertised in accordance with Section 6.3. In addition to the public notice, prospective vendors will be notified. Records of RFB's and bids will be maintained for a reasonable period in order that they may be consulted in preparing a source list for similar RFB's.

6.5.4 Amendment of RFB

Any change or correction necessary in bid quantities, specifications, delivery schedules, opening date, etc., which is required after issuing RFB's but before bid opening, will be made by issuing an amendment. Any new information given to one prospective bidder will be furnished to all others in the form of an amendment. Consideration will be given to the period of time remaining to opening and the period will be extended in such amendment, if necessary. Notice of amendment will be furnished to each person furnished an RFB.

6.5.5 Responsiveness of Bids

A bid must comply in all material respects with the RFB, including the method and timeliness of submission. Electronic or facsimile bids will not be considered under the competitive sealed bid procedure, unless specifically permitted in the RFB. Bidders are expected to use the GBM bid form, and in failing to do so may be considered non-responsive. Should a bidder submit a bid on its own bid form or a letter, it may only be considered if the bidder specifically states it accepts all terms and conditions of the RFB, and if the award would result in a binding contract not varying from the RFB.

6.5.6 Modification/Withdrawal of Bids

Bids may be modified or withdrawn by written, electronic, or facsimile notice or in person if submitted to and received by the Transit Director, or designee , not later than twenty-four (24) hours before the time set for bid opening. Telegraphic or facsimile modifications or withdrawals will be sealed in an envelope by a GBM official and noted for opening with the bid package. Information will not be disclosed prior to opening.

6.5.7 Time and Place of Bid Submission

The RFB, and public advertisement if advertised, will set forth the time, date, and place for opening of bids. A bidder will not be required to (but may) submit a bid before the time specified for receipt of bids. Bid specifications will set forth the manner in which sealed bids are to be marked and identified as sealed bids. When received sealed bids will be date stamped "Received," and the date and time of receipt noted.

Bids will be publicly opened and read aloud at the time and place designated in the notice. To be considered responsive, bids must be submitted not later than the exact time specified. Late bids will only be accepted if proven to be late due to GBM/City of Green Bay's mishandling after receipt at its offices.

6.6 Competitive Negotiations (Sealed Proposals)

The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. This method may be used for acquisition of supplies or services only if the Transit Director determines in advance that competitive sealed bidding is not practicable and documents the file accordingly. Architect/engineering and related services are procured through a variation of the RFP process, as described below.

6.6.1 Competitive Negotiation Method

The competitive negotiation method of procurement is appropriate when the Transit Director determines that the following conditions exist:

(a) A complete, adequate, and realistic specification or purchase description is not available.

(b) Two or more responsible offerors are willing and able to compete effectively for the award.

(c) The selection of the successful offeror requires consideration of factors other than price.

(d) Discussions with offerors are anticipated to be needed.

(a) Each RFP will include a description of the factors other than price by which proposals will be evaluated. Evaluation factors and sub factors will be listed in order of their relative importance.

(b) The Transit Director will appoint persons who have knowledge of the procurement's subject matter/technology to participate in the Technical Evaluation Panel (TEP). To the extent feasible, the panel members shall represent different divisions within GBM. Each panel member shall be required to disclose any potential conflict of interest, and may be excluded by the Transit Director on that basis. The evaluation process shall be confidential, and each participant shall not share information about the Proposals to individuals outside of the TEP. Technical personnel may be from other public agencies or contractors if necessary, providing there is no conflict of interest. The Transit Director will chair the TEP. The evaluation process is flexible, depending upon the complexity of the procurement, the number and quality of proposals, and the dollar values involved.

(c) The TEP will review the technical evaluation factors and their relative importance as included in the RFP. In the event of any concerns, the RFP may be amended accordingly. DBE participation will not be assigned a weight as an evaluation factor, but will be considered as separate factor along with the weighted technical factors for award of the contract. Scoring shall include a description of the strengths and weaknesses of each proposal identified for each factor.

(d) The TEP shall review the scoring, and prepare an initial report of the technical strengths, weaknesses, performance risks (if any) and ambiguities in the proposals, and identify any questions or clarifications desired from the proposers.

(e) The TEP will, in consultation with the Transit Director, identify those proposers whose technical scores in combination with the proposed price gives them a reasonable chance of obtaining the award, eliminating those firms whose proposals are either technically deficient or unreasonably priced; these firms shall be notified by the Transit Director that they are no longer under consideration. Any firm so rejected cannot be further considered for award. The number of remaining firms can vary depending upon the competitiveness of the proposals; while a group of three to five proposals is considered ideal, care should be taken not to eliminate any proposal otherwise qualified for the sake of an arbitrary number.

(f) The remaining firms are considered to be in the "competitive range." The TEP shall determine the need and methods of further exploring the quality and pricing on the proposals. The intent of this process is to ensure that each firm's proposal is revised to conform, to the greatest extent possible, to the needs of GBM in the solicitation. These methods may include written questions and answers, and discussions either by telephone or in person. Site visits may also be conducted if appropriate. Questions and discussions need not be identical for each proposer, but should be geared to address the perceived weaknesses of each. In this process, however, care must be taken to avoid giving one proposer information from another proposal, which might give the proposer a competitive advantage.

(g) At the end of the evaluation process, the TEP will re-score the proposals, using the same evaluation criteria and scoring. Based upon the results of the scoring, the panel may (1) eliminate some of the remaining proposals and conduct further discussions with the rest; (2) determine that all firms are still in the competitive range but that additional discussions are necessary; or (3) determine that further discussions will not significantly affect the outcome of the procurement.

(h) When the TEP reaches a determination that further discussions are not likely to significantly affect the outcome of the procurement, the Transit Director shall request each remaining proposer to submit a Best and Final Offer (BAFO), incorporating all revisions developed during the evaluation process. BAFOs may involve a complete resubmittal of both the technical and pricing proposals, suitably revised, or resubmittal of certain sections. When the intent is to incorporate the BAFO into the final contract, a complete resubmittal should be required. BAFOs must be submitted on an equal basis, giving each proposer the same amount of time to prepare, and with a common date and time for receipt. Failure to submit a BAFO by the time identified shall render a proposal non-responsive, unless it is the only BAFO submitted.

(i) Following receipt of BAFOs, the TEP shall conduct a final scoring and determine the firm to be recommended for award, ensuring that the BAFO is in all respects acceptable. In rare instances, the TEP may ask the Transit Director to request revisions to the BAFO. The TEP will prepare a final evaluation report that (1) describes the technical strengths, weaknesses, and risks (if any) of the proposals in accordance with the technical evaluation criteria; (2) evaluates the proposals' estimated costs for reasonableness (for cost type contracts); or prices offered (for fixed price contracts), and (3) recommends the offer that is the best combination of technical merit/performance and pricing.

(j) The Transit Director, or designee shall prepare a summary of the solicitation process, including a record of the negotiation process. This document, together with a copy of all proposals and related documentation is to be kept in the official contract file.

6.6.2 Architect/Engineer Contracts

FTA Circular 4220.1F incorporates requirements of 40 *U.S.C.* § 541, known as the "Brooks Act" when contracting for architect/engineer ("A&E") services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer. The Brooks Act requires that:

(a) An offeror's qualifications are evaluated;
(b) Price is excluded as an evaluation factor;
(c) Negotiations be conducted with only the most qualified offeror; and

(d) Failing agreement on price, negotiations with the next most qualified offeror are conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to GBM.

This “qualifications based procurement method” can only be used for the procurement of A&E services. 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.

6.7 Non-competitive Procurement

Non-competitive (Sole Source) procurements are accomplished through solicitation and acceptance of a proposal from only one source. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph. GBM staff will utilize **Attachment 9 – Non-Competitive Justification** and **Attachment 11 – Single Source Documentation** forms to ensure that the procurement qualifies as a Non-Competitive Procurement. Guidance as to what is “within the scope” of a contract may be found in the FTA Best Practices Procurement Manual, Section 9.2.1- Contract Scope and Cardinal Changes. “Tag-ons” are defined by FTA as additions to the scope of work or deliverable items that were not included in the original contract competition, and which must be treated as sole source additions to the contract. Tag-ons are not to be treated as changes within the scope of the contract.

(a) Procurement by non-competitive proposals may be used when only one source is practicably available, and the award of a contract is infeasible under competitive small purchase procedures, sealed bids, or proposals and at least one of the following circumstances applies:

(1) The item is only available from a single source
(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive negotiations
(3) FTA authorizes noncompetitive negotiations
(4) After solicitation of a number of sources, competition is determined inadequate; or

The item is an associated capital maintenance item as defined in 49 *U.S.C.* § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. GBM must maintain documentation, certifying in writing for FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item in no higher than the price paid for such item by like customers.

(b) After solicitation of a number of sources, competition is determined inadequate and an evaluation of the specifications determines they are not unduly restrictive of competition; or

(c) The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a) (1) that is procured directly from the original manufacturer or supplier of the item to be replaced, and no other sole source justification applies. GBM must first certify to the FTA in writing that the manufacturer or supplier of the capital maintenance item is the only source for the item and that the price is no higher than the price paid by like customers.

(d) Receipt of a single responsive and responsible bid or proposal is not, by itself, conclusive evidence that competition was inadequate; the Transit Director must determine if there was a perception of competition which would affect the bid or proposal. Under these circumstances, award is not considered a sole source. The Transit Director or designee, however, must investigate the reason why no other bids or proposals were received; verify that the specification was not unduly restrictive, and that the solicitation cannot be modified in a manner that would result in greater competition. This investigation includes contacting vendors that did not propose/bid and documenting their responses for not responding to the solicitation. If the responses are not related to the bid being restrictive in nature, the single response may proceed. The investigation must be documented accordingly.

(e) A cost analysis (**Attachment 5**) is required for each sole source acquisition.

(f) The contract file must include a sole source determination by the Transit Director or designee explaining the reasons for the award on a non-competitive basis. This determination must include a full description of the circumstances, including documentation of efforts to obtain competition, where appropriate.

6.8 Revenue Contract

Revenue contracts are those third-party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the City.

7.0 Receipt and Evaluation of Bids and Proposals

7.1 Sealed Bids

Sealed bids will follow City of Green Bay Procurement procedures. The envelope of each bid received should be stamped with the date and time of receipt, to verify timeliness. Bids shall be publicly opened, and the bid prices read. Each bid should be recorded in writing, including the name of the bidder and the bid price. Bids are public documents and bidders have the right to examine the bids of other parties after the bid opening. This should be done in a controlled environment, and not in the place of bid opening. A list of persons attending the bid opening must be documented in writing.

7.2 Competitive Proposals

Proposals must be received prior to the exact time specified in the RFP, and the Transit Director or designee should follow the same procedure as for sealed bids prior to the deadline for receipt. However, proposals are not publicly opened. A list of proposals shall be made, including the name of the proposer and the number of copies received.

7.3 Responsiveness Review

Both bids and proposals are subject to requirements of responsiveness. This review is conducted by the Purchasing Department. Usually the requirement of responsiveness for a bid is more complex than for a proposal. This is because a bid is "locked in" at the time of receipt, and proposals are subject to discussions and negotiations. As a result, many items required with a sealed bid need not be submitted with a proposal. Responsiveness looks at the submittal as of the time it was received. Any defect in an area of responsiveness may cause rejection of the bid or proposal. As a result, the Transit Director should ensure that only items essential to the award be specified as matters of responsibility. The most usual matters of responsiveness include timeliness of receipt, proper signatures for a commitment by the offeror to provide the items solicited, required DBE submittals, and, where required, bid bonds. Proper completion of the pricing form is a matter of responsiveness for sealed bids; any exception to the terms and conditions of an RFB renders a bid non-responsive.

7.4 Responsible Review

The evaluation team will consist of appropriate staff from the Administration, Operations, Maintenance, Transit Finance and other city departments as requested. Others may be appointed by the Transit Director. The evaluation team will consider the following and document the findings when determining responsibility of a bid or proposal:

(a) Ability and capacity of bidder to provide the materials
(b) Integrity, character, and reputation of the bidder
(c) Competency and experience of the bidder
(d) Record of the bidder's past performance; and
(d) The financial and technical resources of the bidder

8.0 Contract Cost and Price Analysis

8.1 Requirement

A cost or price analysis must be performed for every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. FTA's "Pricing Guide for Grantees" provides guidance in performing the appropriate degree of cost or price analysis.

8.2 Independent Cost Estimate

Cost or price analysis will be performed in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). The Compliance Coordinator must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators. Please use the Cost and Price Analysis Form (**Attachment 4**)

8.3 Cost Analysis

A cost analysis (**Attachment 5**) must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost. A cost analysis is not required when the pricing reflects a catalog or market price of a commercial product sold in substantial quantities to the general public or is based on prices set by law or regulation.

(a) A cost analysis will be necessary when adequate price competition is lacking, including sole source procurements (including contract modifications and change orders), unless price reasonableness can be established on the basis of a catalog 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. Where change orders involve items for which unit prices are included in the contract, a cost analysis is not required.

(b) Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles contained in Part 31 of the Federal Acquisition Regulations.

8.4 Price Analysis

A price analysis (**Attachment 5**) looks at the price as a whole without examination of its various components. Several techniques may be used in performing a price analysis:

(a) Comparing prices to those obtained for previous procurements

(b) Comparing prices to those obtained by other agencies for like items

(c) Comparing the range of prices received for the procurement involved; a price more than 10% higher or lower than the other prices received may raise questions as to whether the bidder interpreted the bid requirements differently than did the other bidders/proposers, and may render the bid price unreasonable.

(d) Requiring each bidder/proposer to certify that the prices offered are no higher than those charged other customers for items of similar quality and quantity.

Adequate price competition may be determined to exist when the perception of competition exists, even if only one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

9.0 CONSTRUCTION CONTRACTS

9.1 General

Under federal laws and regulations, certain special solicitation and contract requirements apply to construction contracts which are not necessarily applicable to non-construction contracts. These special requirements include mandatory requirements for bid bonds, performance bonds, and payment bonds for construction contracts over $100,000.00 (see Section 9.3 Bonding Requirements), minimum insurance requirements, liquidated damages provisions in contracts, Anti-Kickback provisions and labor provisions applicable to all construction contracts under the Davis-Bacon Act. Under direction of the Transit Director, the Department of Public Works will serve as project managers for all public construction projects exceeding $25,000.

9.2 Federal Labor Requirements

9.2.1 Davis-Bacon Act

GBM is subject to the requirements of the Davis-Bacon Act, under which the advertised specifications for every GBM contract over $2,000.00 for construction, alteration and/or repair, including painting and decorating of public buildings or public works which requires or involves the employment of laborers and/or mechanics must contain a provision stating the minimum wages to be paid them based on determinations by the Secretary of Labor of local prevailing wage rates for comparable work. The rates must be available on the site, and the wages must be paid in full no less often than weekly.

A copy of the determination of the Secretary of Labor must be included in each solicitation and the award of any contract must be conditioned upon the contractor accepting the terms of it. As a FTA grantee, GBM must report all reported or suspected violations to the FTA.

9.2.2 Copeland Anti-Kickback Act

GBM is subject to the requirements of the Copeland Anti-Kickback Act (40 *U.S.C.* § 276c) as supplemented by Department of Labor regulations (29 *CFR* Part 3) applicable to all contracts or subcontracts for construction or repair. This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. GBM is required to report any suspected or reported violations to the FTA.

9.2.3 Contract Work Hours and Safety Standards Act

All contracts issued for construction in excess of $2,000.00 by GBM or its subcontractors which involves the employment of mechanics or laborers, shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 *U.S.C.* 327 – 333) as supplemented by Department of Labor regulations (29 *CFR* part 5). Under Section 102 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

9.2.4 Veterans Preference

(a) The Contractor agrees to comply with the requirements of 49 U.S.C. 5325(k), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), which requires the Contractor to give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. 2108) who have the requisite skills and abilities to perform the work required under the Contract.

(b) This ARTICLE shall not be understood, construed or enforced in any manner that would require the Contractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

(c) The Contractor shall ensure that its hiring practices reflect the requirements of this ARTICLE and shall, upon request, provide to [Agency Name] personnel data which reflects compliance with the terms contained herein.

9.3 Bonding Requirements

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.

(a) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
(c) A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
  (1) Fifty percent of the contract price if the contract price is not more than $1 million;
  (2) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
  (3) Two and a half million dollars if the contract price is more than $5 million.
(d) A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

10.0 CONTRACT ADMINISTRATION

10.1 Transit Director's Post-Award Responsibilities

The Transit Director's (or his/her designee) post-award contract administration responsibilities include the following responsibilities:

10.1.1 Monitoring for Contract Compliance

The Transit Director is responsible for monitoring contract compliance. If relying on the Division Head (or Project Director) for contract compliance monitoring, the Transit Director must assure that the Division Head (or Project Director) gives timely notice of contract compliance problems.

10.1.2 Enforcing Contract Provisions

It is the Transit Director's responsibility to enforce the contract as written or amended. If not enforced, a loss of time or product quality may be incurred.

10.1.3 Issuing Timely Performance and Payment Approvals

The Transit Director is the person with authority to approve contract performance so that progress payments or other authorized expenditures of funds to the contractor are made. If relying on the Division Head (or Project Director), the Transit Director will develop a process to ensure proper documentation has been reviewed and approved so that payment approvals can be made. Timely approvals enable the work to proceed on a timely basis.

10.1.4 Modifying the Contract as Necessary

As the contract work proceeds, modifications or changes may become necessary. After technical considerations are resolved (by Division Head/Project Director), it is the Transit Director who has authority to initiate contract changes on behalf of GBM.

10.1.5 Closing Out the Contract

Upon completion of the contract, it is the Project Manager's responsibility to have all appropriate approvals prior to the Compliance Coordinator's final review to close-out the contract. (**Attachment 6**)

10.1.6 Advance Payments

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

10.2 Project Management

The Transit Director (or his/her designee) shall serve as the Project Director for every project in excess of $25,000.00 (this excludes purchase of standard items of material exceeding $25,000.00 per year). It is the Project Director's responsibility to follow the contractor through the work process, providing technical direction to the contractor regarding the Scope of Work (which defines specific tasks, milestones and review procedures for the specific project). The Project Director will respond to correspondence on technical matters from the contractor, either orally (then following-up with a written memo to the contract file) or in writing, and shall furnish the file with a copy of or memorandum reflecting all correspondence with the contractor. The Project Director shall review the progress of all the work on a periodic basis and initiate any required reviews by GBM staff.

The contractor may be required to document the amount of time and money spent on work on a periodic basis as specified by the contract. It is the Project Director's responsibility to review the contractors' documentation and invoices in relation to the milestones, work expended, and budget.

10.3 Contract Amendments and Change Orders

Change orders are amendments to a contract and may be required to adjust a contract quantity or performance period due to unanticipated conditions. Change orders are considered non-competitive procurements and are subject to the same requirements as noted in Section 8. The Transit Director shall determine whether the proposed change order contains a change in scope, which may be grounds for bidding the extra work. Change orders may be subject to the Transit Commission approval if time allows. Change orders are subject to the availability of funds.

A cost analysis must be performed and filed in the contract file in connection with any change order, unless price reasonableness can be established based on catalog or market price of a commercial product or on the basis of prices set by law or regulation.

10.4 Contract Requirements

Contracts established by GBM should set forth each party's responsibilities and rights clearly and completely in order to minimize the potential for conflict, and should set forth the directions for resolutions of disputes, if any. Contracts should include the following elements, as appropriate to the specific purchase.

(a) Statement of Work/Scope of Work
  (1) Contract Objectives
  (2) Contract Scope
  (3) Specifications/Purchase Descriptions
  (4) Progress Report Requirements (consultant/professional services contracts and any contract containing progress payment provisions)
(b) Delivery Schedule
(c) Contract Period
(d) Pricing Schedule (should include description of each line item, quantity, unit of measure, unit price and total price for each item)
(e) Payment Schedule (including special terms such as progress payments and authorities to withhold payments)
(f) Inspection Provisions and Acceptance Criteria
(g) FOB Point and Delivery Instructions
(h) Other Requirements (if appropriate):
  (1) Identification of key personnel and facilities
  (2) Extent of subcontracting and consulting
  (3) Provision for changes by GBM within general scope of the contract
  (4) Provision for termination for default by GBM for its convenience and, where appropriate, suspension of the contractor's work under the contract
  (5) Provisions for resolution of protests (required in solicitation), contract claims and disputes
  (6) Sanctions or remedies, such as liquidated damages or performance bonds, for contract's non-performance

(7) Notice of any FTA or other federal requirements applicable to the contract

10.5 Assignment of Contract Rights

GBM shall limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. GBM shall be able to justify the quantities it procures. GBM shall maintain written statements of its anticipated material requirements.

If GBM awards an indefinite-delivery-indefinite-quantity (IDIQ) contract for supplies or services, the solicitation and also the contract award shall include both a minimum and maximum quantity that represent GBM's reasonably foreseeable needs.

GBM may find that it has inadvertently acquired contract rights in excess of its needs. GBM may assign these contract rights to other eligible public transit systems provided that the original contract includes an assignability provision or contains other appropriate assignment provisions. This process is called "piggybacking."

10.5.1 Acquisition Through Assigned Contract Rights

Although FTA does not encourage the practice, GBM may find it useful to acquire contract rights through assignment by another recipient. GBM shall first determine that the contract price remains fair and reasonable, and the contract provisions comply with all Federal requirements. GBM does not need to perform a second price analysis if a price analysis was performed for the original contract. GBM shall be responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, GBM shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

10.5.2 Alternatives to Assigned Contract Rights

Assignments limit GBM's choices to specific property and services acquired to meet another recipient's particular needs, and may be less suited to GBM's needs. GBM may use the following options:

Joint Procurements

Whenever feasible, GBM will consider combining or "pooling" their procurements to obtain better pricing. Joint procurements represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement offers the advantage of permitting GBM to acquire property and services more closely responsive to the GBM's material requirements than would be available through assignment of existing contract rights. A joint procurement contract shall include total minimum and maximum quantities.

Intergovernmental Procurements

Federal, State, and local governmental resources may provide attractive procurement opportunities.

10.6 Impermissible Actions

GBM may not use Federal assistance to finance:

Improper Contract Expansion

A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity. The Common Grant Rules require the recipient to have procurement procedures that preclude the recipient from acquiring property or services it does not need.

Cardinal Changes

A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a cardinal change.

(a) Changes in Quantity

GBM may make a change in quantity in contract work to account for the realities of the marketplace and to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. (See U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) .

(b) Tests

Among other things, customary marketing practices can influence the determination of which changes will be "cardinal." Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract's quantity, quality, costs, and delivery terms.

(c) Rolling Stock

In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. An example of a cardinal change would be a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. GBM may make changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering and other similar changes.

(d) Federal Procurement Standards

The broader standards applied in Federal contracting practice reflected in Federal court decisions, Federal Boards of Contract Appeals decisions, and Comptroller General decisions provide guidance in determining whether a change would be treated as a cardinal change. Pursuant to FTA direction, GBM shall consider the collective wisdom within these decisions in determining the nature of third party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes. For further information and clarification, GBM will consult FTA's *Best Practices Procurement Manual* and "Frequently Asked Questions" at the FTA Web site:

https://www.transit.dot.gov/funding/procurement/procurement

10.7 Special Contract Requirements

10.7.1 Liquidated Damages Provisions

GBM shall determine whether or not the use of a liquidated damage provision is appropriate for each specific procurement. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. GBM will not include such provisions in contracts unless:

(a) The time of delivery is of such importance that GBM can reasonably expect to suffer damage if the delivery is delinquent,
(b) GBM determines the delivery schedule is reasonable at the time of contract award, and
(c) damages would be difficult or impossible to establish.

If the Transit Director determines that a liquidated damages provision is necessary in a contract, he/she shall document the derivation of the rate of assessment and assure it is reasonable, proper, and not arbitrary. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

10.7.2 Progress Payment Provisions
The following standards relate to GBM's use of progress payment provisions:

(a) Progress payments for actual costs incurred may be appropriate if:
  (1) The contractor will not be able to bill the first delivery of products, or other performance milestones, for a substantial time after work must begin, and
  (2) The contractor will make expenditures for contract performance during the period prior to delivery having significant impact on its working capital.
(b) When progress payments are used, GBM will obtain title to property (i.e., materials, work in progress, and finished goods) for which progress payments are made. Such title must be free of all encumbrances, or GBM will secure a priority lien pursuant to Article 9 of the Uniform Commercial Code and applicable state law and local ordinances. Alternative security for progress payments by irrevocable letter of credit or equivalent means to protect GBM's interests in the progress payments may be used in lieu of obtaining title.

10.8 Insurance Provisions

The Transit Director, or designee along with the City of Green Bay's Risk Division will determine when insurance is required and include in any solicitation and contract document a clause informing contractors of the minimum coverage requirements required by federal or State statutes. When FTA grant funds are used, the minimum requirements shall be as follows:

10.8.1 Contractor's Insurance – The contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of GBM and the Contractor with limits of liability not less than those specified below:

(a) Worker's Compensation Insurance** providing Statutory Benefits under the Worker's Compensation Act of the State of Wisconsin and/or any other state or federal law or laws applicable to the Contractor's employees performing work under this contract.

(b) Employers Liability Insurance** with limits of liability not less than $500,000.00 for each accident, $500,000.00 for each employee for disease and $500,000.00 policy limit for disease.

(c) Commercial General Liability coverage shall carry at least limits of $500,000.00 for each occurrence of bodily injury and property damage with a general aggregate of $1,000,000.00 and a products and completed operations aggregate of $1,000,000.00.

There shall not be any policy exclusions or limitations for contractual liability covering the Contractor's obligations herein; personal injury/advertising liability; explosion, collapse and underground property damage hazards; medical payments; fire damage; legal liability; broad form property damage; liability for independent contractors.

(d) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with limits of liability not less than $1,000,000.00 combined single limit.

(e) Builder's Risk Insurance against all risks of direct physical loss shall be obtained by the Contractor in an amount of insurance equal at all times to the replacement cost value of all materials on site, in transit, installed, at temporary locations elsewhere, and labor performed. The policy to be insured jointly in the names of the Contractor and GBM.

(f) Umbrella Liability covering General Liability, Automobile Liability and Employer's Liability with limits of not less than $5,000,000.00.

(g) Certificates of Insurance – Before commencing with this contract, the Contractor shall mail or email Certificates of Insurance satisfactory to City of Green Bay at:
City of Green Bay
Attention: Safety Manager
100 N. Jefferson St.
Green Bay, WI 54301
certificates.insurance@greenbaywi.gov

Certificates from each insurance company evidencing that insurance required by paragraph a, sections 1-5 above, are in force, stating policy numbers, dates of expiration, and limits of liability there under. All copies of policies and Certificates of Insurance submitted to GBM shall be in form and content acceptable to GBM.

(h) Approval of Forms and Companies – All insurance described in this contract shall be written by an insurance company or companies satisfactory to GBM and licensed to do business in Wisconsin and shall be in form and content satisfactory to GBM. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided herein to the contrary, all policies of insurance which are in any way related to the work required by this contract shall be endorsed waiving the issuing insurance company's rights of recovery against GBM whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a current Best's Rating of A- or better.

(i) Additional Insured Endorsement – The policy or policies providing Commercial General Liability, Automobile Liability, Employer's Liability and Umbrella Liability coverage and as required above shall be endorsed to name GBM as Additional Insured with respect to operations performed by or on behalf of the Contractor in performance of this contract. The policy shall be endorsed so that the Contractor's insurance is primary to all programs of insurance and self-insurance carried by: GBM.

(j) Notice of Cancellation or Material Change – Policies and/or certificates shall specifically provide thirty (30) day written notice of cancellation, non-renewal, or material change to be sent to GBM. In the event of cancellation of any policy and/or certificate for nonpayment of premium, GBM reserves the right, but is not obligated to pay this premium, and to deduct this cost from final payment to the Contractor for services rendered.

(k) Subcontractors – If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate insurance required under the contract, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish GBM certificates of insurance evidencing the subcontractor's insurance coverage.

(l) Multiple Policies – The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. In no event shall the total limit of liability for any one occurrence or accident be less than the amounts shown above.

(m) Deductibles – Companies issuing the insurance policies and the Contractor shall have no recourse against GBM for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(n) OSHA and Other Regulations – The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1990 and those of all applicable state and local laws or regulations during the conduct of and the Contractor's performance of this contract. The Contractor shall indemnify GBM for all fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assignees and their failure to comply with such safety rules and regulations.

The Project Manager shall assure a current certificate is always on file in the Risk Department during performance of the contract.

10.9 Prohibited or Restricted Contract Types

The Common Grant Rule provides more guidance to GBM on prohibited or restricted contract types.

The following contract types are restricted or prohibited:

10.9.1 Cost Plus a Percentage of Cost—Prohibited

Pursuant to the Common Grant Rules, GBM shall not use cost plus a percentage of cost and cost plus a percentage of construction cost methods of contracting.

10.9.2 Time and Materials—Restricted

Pursuant to the Common Grant Rules, GBM shall be permitted to use time and material contracts only if the following conditions are met:

(a) Permitted to Use. GBM has determined that no other contract type is suitable; and
(b) Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

10.10 Contract Termination Provisions

All contracts over $25,000.00 shall contain provisions for termination for cause and for convenience by GBM including the manner by which it will be effected and the basis for settlement.

For all contracts in excess of the small purchase threshold, there shall be administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

The performance of work under a contract containing such provisions may be terminated in part or in whole when GBM, in consultation with Legal Counsel, determines that such termination is in the best interests of GBM. Contracts may be terminated for convenience (i.e., a reduced need or otherwise in the best interests of GBM) or for default (i.e., the contractor has failed to perform under the contract requirements). Contractors will not be granted the right of termination.

When the decision to terminate is made, a “Notice of Termination” shall be sent by the Transit Director, or designee to the contractor by Certified Mail, with a return receipt requested. The Notice of Termination shall specify the reason for termination, the extent to which the performance of work is terminated (i.e., in whole or in part), and the day upon which such termination becomes effective. Settlement of claims shall be made as soon as possible after the issuance of a Notice of Termination/Default to protect the interests of and minimize the liability of GBM. When settlement cannot be made, GBM shall reserve the right to issue a determination of the amount due consistent with the termination clause and applicable cost principles, subject to appeal under the disputes provisions of the contract.

10.11 Buy America Provisions

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than **$150,000** the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that they are in the public’s best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products.

In purchasing buses, GBM is required (49 *CFR* Part 663) to conduct a pre-award and post-delivery audit of the manufacturer's Buy America certification.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/buy-america/58191/buy-america-handbook-rpt0106.pdf

Certifications in compliance with Part 661.6 and 661.12 are provided in all applicable copies of Required Federal Clauses given to Vendors.

10.12 Federal Provisions and Required Contract Clauses

When federal operating or capital funds are used in a purchase, certain solicitation provisions and required contract clauses must be incorporated in GBM's solicitation and award. These requirements are stated in GBM's FTA Master Agreement, FTA Circulars, and in the various regulations themselves. Some provisions and clauses apply only over certain contract dollar thresholds, and some apply separately to construction and non-construction contracts.

When including "boilerplate" provisions and contract clauses in an RFB or RFP, GBM will separately reference in bid instructions those provisions and/or clauses which are not applicable to the procurement.

10.12.1 Excluded Parties Check Requirement

GBM must search the Federal Government's System for Award Management (SAM) for any third party contract using federal operating or capital funds equal to or exceeding $25,000, prior to recommendation to the Transit Commission, to ensure that the perspective contractor is not suspended, debarred, or ineligible from participating in a federally assisted procurement or transaction. This search is conducted by going to sam.gov and entering the prospective contractor into the search parameters for excluded parties. If the contractor is not an excluded party, the recommendation to award the contract to selected vendor may be brought to the Transit Commission. If the contractor is ineligible from participation in the contract, the next highest rated responsive proposer/next lowest responsive bidder will then be considered and will be checked on sam.gov for eligibility as well. Documentation for the "SAM" check will include a printed copy of the check in the procurement file as well as a screenshot or PDF of the check saved electronically with the electronic files for the procurement. The Compliance Coordinator will be responsible for the SAM check. The award of a contract or purchase order can not move forward until there is documentation that the contractor is not debarred.

11.0 ADOPTION AND REVISION HISTORY

11.1 Dates

Adopted March 9, 2015
Adopted and approved by the Green Bay Transit Commission on March 17, 2021

ATTACHMENTS

<u>REQUIRED FEDERAL CONTRACT CLAUSES</u>

The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards. FTA third party contract clauses can be obtained through "Procurement Pro," an online procurement management system produced by National RTAP. Procurement Pro is available through the following webpage:

http://www.nationalrtap.org/

Listed below is the matrix of FTA required contract clauses and federal certifications.

NOTE: Color-coded values represent State of Wisconsin purchasing thresholds and are required for WisDOT and its subrecipients.

Applicability of Third Party Contract Provisions
(Excluding micro-purchases, except for construction contracts over $2,000)

CLAUSE	***TYPE OF PROCUREMENT***				
	Professional Services/A&E	***Operations/ Management/ Recipients***	***Revenue Rolling Stock***	***Construction***	***Materials & Supplies***
No Federal government obligations to third-parties by use of a disclaimer	*All*	*All*	*All*	*All*	*All*
Program fraud and false or fraudulent statements and related acts	*All*	*All*	*All*	*All*	*All*
Access to Records	*All*	*All*	*All*	*All*	*All*

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	**Operations/ Management/ Recipients**	**Revenue Rolling Stock**	**Construction**	**Materials & Supplies**
Federal changes	*All*	*All*	*All*	*All*	*All*
Civil Rights (EEO, Title VI & ADA)	*All*	*All*	*All*	*All*	*All*
Incorporation of FTA Terms	*All*	*All*	*All*	*All*	*All*
Energy Conservation	*All*	*All*	*All*	*All*	*All*
Termination Provisions (not required of states)	*>$10,000*	*>$10,000*	*>$10,000*	*>$10,000*	*>$10,000*
Debarment and Suspension	*>$25,000*	*>$25,000*	*>$25,000*	*>$25,000*	*>$25,000*
Buy America			*>$150,000*	*>$150,000*	*>$150,000 (for steel, iron, manufactured products)*
Provisions for resolution of disputes, breaches or other litigation	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*
Lobbying	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*
Clean Air	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*
Clean Water	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000* *>$50,000*
Cargo Preference			*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*
Fly America	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*
Davis Bacon Act				*>$2,000 (including ferry vessels)*	
Copeland Anti-Kickback Act				*Section 1: All* *Section 2: >$2,000 (including ferry vessels)*	
Contract Work Hours & Safety Standards Act		*>$250,000* *>$50,000*	*>$250,000* *>$50,000*	*>$250,000 (including ferry vessels)* *>$50,000*	

CLAUSE	***TYPE OF PROCUREMENT***				
	Professional Services/A&E	***Operations/ Management/ Recipients***	***Revenue Rolling Stock***	***Construction***	***Materials & Supplies***
Bonding (not required of states)				*>$250,000 (including ferry vessels) >$50,000*	
Seismic Safety	*A&E for new Buildings & additions*			*New buildings & additions*	
Transit Employee Protective Arrangements		*Transit operations funded with Section 5307, 5309,5311 or 5316 funds*			
Charter Service Operations		*All*			
School Bus Operations		*All*			
Drug and Alcohol Testing		*Transit operations funded with Section 5307, 5309 or 5311 funds*			
Patent Rights	*Research & development*				
Rights in Data and Copyrights requirements	*Research & development*				
Disadvantaged Business Enterprises (DBEs)	*All*	*All*	*All*	*All*	*All*
Prompt Payment	*All non TVM purchases if threshold for DBE program met*	*All non TVM purchases if threshold for DBE program met*	*All non TVM purchases if threshold for DBE program met*	*All non TVM purchases if threshold for DBE program met*	*All non TVM purchases if threshold for DBE program met*
Recycled Products		*Contracts for items designated by EPA, when procuring $10,000 or more per year*		*Contracts for items designated by EPA, when procuring $10,000 or more per year*	*Contracts for items designated by EPA, when procuring $10,000 or more per year*
ADA Access	*A&E*	*All*	*All*	*All*	
Veterans Employment				*All*	
Special Notification Requirements for States	*Limited to states*	*Limited to states*	*Limited to states*	*Limited to states*	*Limited to states*
Privacy Act	*Contracts with personal identifier files*	*Contracts with personal identifier files*	*Contracts with personal identifier files*	*Contracts with personal identifier files*	*Contracts with personal identifier files*
Bus Testing			*All*		

REQUIRED CERTIFICATIONS, REPORTS, AND FORMS

(excluding micro-purchases, except for construction contracts over $2,000)

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE***
Bus Testing Certification and Report	Procurements of buses and modified mass produced vans	§17.p(4)
Transit Vehicle Manufacturer Certification	Procurements of buses and modified mass produced vans	§13.d(3)
Buy America Certification	Projects >$150,000 that contain steel, iron or manufactured products (see note)	§16.a
Pre-Award Audit	Rolling stock procurements	§17.p(3)
Pre-Award Buy America Certification	Rolling stock procurements>$150,000(see note)	§17.p(3)
Pre-Award Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
Post-Delivery Audit	Rolling stock procurements	§17.p(3)
Post-Delivery Buy America Certification	Rolling stock procurements >$150,000(see note)	§17.p(3)
Post-Delivery Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
On-Site Inspector's Report	Rolling stock procurements for more than 10 vehicles for areas >200,000 in population and 20 for areas <200,000 in population	§17.p(3)
Federal Motor Vehicles Safety Standards Pre-Award and Post-Delivery Certification	Non-rail rolling stock procurements	§17.p(3)
Excluded Parties Listing System search	Procurements > $25,000	§3.b
Lobbying Certification	Procurements > $250,000 *(>$50,000)*	§3.d
Standard Form LLL and Quarterly Updates (when required)	Procurements > $250,000 *(>$50,000)* where contractor engages in lobbying	§3.d

Attachment 1

Green Bay METRO

Method of Procurement Decision

MATRIX FORM

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

<u>Micro-Purchase</u>

Amount <$5000 ☐
Multiple sources ☐

☐

<u>Competitive Procurement</u>

Amount >$5000 ☐
Multiple sources available ☐
Not an emergency purchase ☐

Sealed Bid (RFB)

Complete & adequate specs or purchase description ☐
Two or more responsible bidders willing to compete ☐
Selection can be made on Basis of price ☐
Procurement suitable for firm, fixed price ☐
No discussion with bidders needed after receipt of offers ☐

Competitive Proposals (RFP)

Complete specifications not feasible ☐
Bidder input needed for specification ☐
Two or more responsible bidders willing to compete ☐
Discussion needed with bidders after receipt of proposals, prior to award. ☐
Fixed price can be set after discussions

Time and Materials Contract
(subset of RFP)

Fixed price cannot be set for work ☐
Complete extent of work unknown, whether time, material use, or both ☐

Best Value

Price and qualitative consideration greatest value to the City ☐

<u>Sole Source</u>

OEM or custom item ☐
Only one source available ☐
Approved by FTA sole source ☐
Public exigency issue/emerg. ☐
Competition is inadequate after public solicitation

Emergency Procurement
(subset of sole source)

There is a health and safety issue that prohibits delay. ☐

Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement**.**

1. Verification of cost or pricing data, including profit and evaluation of cost elements:

____

____

____

____

2. Comparison of cost proposed with independent or previous cost estimate, market indices, and other factors:

____

____

____

____

3. Evaluation of suppliers' costs firsthand and assessment for completeness and reasonableness, including evidence and rationale for determination.

____

____

____

____

Attachment 3

Fuel Procurement Procedures

PROCUREMENT POLICY

A. Description

Green Bay Metro uses a competitive quote process to purchase fuel. This quote process takes place every three to four weeks based on the need by Green Bay Metro. Green Bay Metro's Maintenance Coordinator will inform administration when fuel is required. Fuel purchases are subject to the stipulation contained in the FTA clauses.

B. Oversight

The City of Green Bay's Purchasing Department shall be the oversight for the procurement of fuel quotes and purchases as needed and directed by Green Bay Metro. The Purchasing Department shall seek open and competitive quotes for fuel purchases.

C. Clauses

The required FTA clauses can be found on the City of Green Bay's website, https://greenbaywi.gov/492/Conduct-Business-with-GB-Metro and are available for download. The required clauses must be signed and returned with the fuel quote in order to be compliant with the fuel procurement.

D. System for Award Management

The Green Bay Metro Compliance Coordinator shall conduct a check using SAM to verify the vendor is able to do business with FTA since federal dollars are spent on fuel purchases. A copy of the report is to be included in the procurement documents for the competitive quote process.

Green Bay METRO

Independent Cost Estimate

(All Purchases >$100)

Independent Cost Estimate

Date: ______________________________

Description of Goods/Service: ______________________________

Method of
Obtaining Estimate: ______________________________

Past Pricing (Date) ______________________________
(If using must be within 6 months)

Engineering-DPW
Technical Estimate: ______________________________
(Provide amount and where obtained)

Other (Specify): ______________________________

Staff Estimates Obtained:

VENDOR	DESCRIPITION	COST EACH	FREIGHT (Y or N)	NOTES - SOURCE

***All supporting documentation must be attached prior to seeking Director Approval.**

Conducted By: ______________________________

____
Transit Director

☐ Approved ☐ Denied

Cost and Price Analysis Form

PROCUREMENT POLICY

Vendor: ______________________________

Price Quoted: ______________________________

Quote Summary: ☐ YES ☐ NO

ICE: ______________________________

Source: ______________________________

Date: ______________________________

Purchase Price: ______________________________

Previous Contracts: ______________________________

Date of Contract: ______________________________

Purchase Price: ______________________________

Catalog/Market Prices: ______________________________

Source: ______________________________

Purchase Price: ______________________________

Historical Prices: ______________________________

Date: ______________________________

Purchase Price: ______________________________

Price/Performance Ratio (if applicable): ______________________________

Market Data: ______________________________

Source: ______________________________

Date: ______________________________

Purchase Price: ______________________________

Profit: ______________________________

Completed By: ______________________________

Green Bay METRO

CONTRACT SIGN-OFF

Project name: ______________________________ #: ____________

Project Manager: ____

REVIEW CONTRACT: (Project Manager)

☐ Check quantities of all product and/or equipment ordered

☐ Change orders? (Include)

☐ Installation (If Applicable):

Punch List Issued ☐YES ☐NO

Project Complete ☐YES ☐NO

____

____

____

☐ Manuals (If Applicable)

☐ Training conducted (by Vendor)

☐ Warranty information received

☐ Wrap-Up meeting

☐ Project Manager Checklist Complete

CLOSE OUT:

☐ Director Sign-Off ______________________________

☐ Notify Accountant, via email of project completion

☐ Provide all procurement documentation to Compliance Coordinator

Project Manager Signature: ____

Date of Sign-Off: ____

Award Recommendation & Justification Form

Division: ______________________________ Procurement Number: _____________
(RFP/BID #)

Description: ____

Number Bids / RFP'S Mailed:_____________Number of Bids /RFP'S Received: _______________

Recommendation:

____
____
____
____
____

Justification:

____
____
____
____
____

City Purchasing Recommendation Attached: ☐ YES ☐ NO

Approvals:

____
TRANSIT DIRECTOR

PROCUREMENT CHECKLIST

PURCHASES $ >3,500 (CONST. $ >2,000)
(NON ROLLING STOCK)

PROJECT NAME: ____

INSTRUCTIONS: Applicable items should be entered in chronological order by number. Documents maintained in the file will be numbered and filed consecutively in each section and initialed. When an item is not applicable, it will be designated with "NA" in the Initial Column**.**

Item #	Document(s)	Initial
	PROCUREMENT FOLDER CREATED-PROVIDED TO PROJECT MANAGER	
	PURCHASE REQUEST	
	SPECIFICATIONS	
	INDEPENDENT COST ESTIMATE (ICE)	
	PROCUREMENT METHOD: ________________________	
	FEDERAL CLAUSES INCLUDED IN BID DOCUMENTS	
	SOLICITATION/BID DOCUMENTS	
	SOLICITATION AMENDMENTS/CLARIFICATIONS	
	PROOF OF PUBLICATION/ADVERTISING	
	SITE VISIT/PRE BID MEETING	
	POST SITE VISIT CLARIFICATIONS	
	PROTESTS PRIOR TO BID OPENING	
	BID EVALUATION – REVIEW OF RESPONSIVENESS	
	NO BID LETTERS OR OFFEROR DISQUALIFICATION CORRESPONDENCE	
	SINGLE BID ANALYSIS	
	COST ANALYSIS	
	NEGOTIATION MEMORANDUM	
	COPY OF EACH BEST & FINAL OFFER	
	SAM SEARCH REVIEW DATE CONDUCTED: ______________	
	AWARD RECOMMENDATION	
	NOTICE OF TO AWARD-NOTICE TO UNSUCCESSFUL BIDDERS	
	PROTEST DOCUMENTATION	
	PERFORMANCE BOND/CERTIFICATE OF INSURANCE	
	SIGNED CONTRACT/PURCHASE ORDER	
	SIGNED FEDERAL CLAUSES	
	CHANGE ORDER	
	CONTRACT REVIEWED AND REQUIREMENTS MET	
	COMPLETED PROJECT MANAGER CHECKLIST	
	PAYMENT REQUESTED / COMPLETED PROCURMENT FINANCE REPORT	
	CONTRACT SIGN-OFF	
	ELECTRONIC FILE REVIEWED	
	MISCELLANEOUS NOTES	

COMPLIANCE COORDINATOR DATE

TRANSIT DIRECTOR DATE

Non-Competitive Procurement
JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used **only** when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals; at least one of the following circumstances applies and is approved by the Transit Director:

Check One:

_______ The item is available only from a single source .

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

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

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

_______ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

____

____

____

____

Cost Analysis attached: ☐ YES ☐ NO
Single Source Documentation Summary attached: ☐ YES ☐ NO

_______________________________ _______________________________
Requested By | Transit Director

_______________________________ _______________________________
Date | Date

Green Bay METRO

Purchase Request

(ALL PURCHASES)
(MAINTENANCE > $3,500)

Division (circle one): OPS PARA ADMIN MAINT

Date: ______________________________

Request: ____

____

Purpose: ____

____

____

Potential Savings: ____

Independent Cost Estimate Attached: ☐ Yes ☐ No

____
Request By

____
Transit Director

☐ Approved ☐ Denied

Single Source Documentation Summary

Date: ______________________

Department: ________________________ Procurement Number: __________________
(RFP/BID #)

Subject: ____

Number Bids / RFP'S Mailed: __________ Number of Bids /RFP'S Received: ____________

Follow-up from "no-bid" vendor's:

____

____

____

Recommendation:

____

____

____

____

____

Justification:

____

____

____

____

____

Approvals:

________________________________ ________________________________

TRANSIT DIRECTOR CITY PURCHASING MANAGER

PROJECT MANAGER CHECKLIST
Contract Administration
PURCHASES $ >3,500
(NON ROLLING STOCK)

PROJECT MANAGER:	
PROJECT NAME & NUMBER:	
CITY PURCHASING AGENT:	
ESTIMATED COST:	
PURCHASE REQUEST: ☐ Equipment ☐ Supplies ☐ Services ☐ A & E ☐ Construction	

MINI PURCHASE:
$501 to $3,500 – No formal bid required
Three or more vendor quotes
*No quotes for local purchases under $500

SMALL PURCHASE:
$3,501 to $150,000
Three or more vendor quotes
(Competitive Procurement over $5,000)

SOLE SOURCE:
- ☐ Emergency Procurement
- ☐ Only one source available
- ☐ Competition is inadequate after public solicitation
- ☐ OEM, custom item
- ☐ Approved by FTA – Sole Source
- ☐ Health & safety issue that prohibits delay

METHOD USED:
☐ IFB ☐ RFQ ☐ RFP ☐ OTHER _______________

	YES	NO	N/A
Green Bay Metro Procurement Policy reviewed	☐	☐	☐
Independent Cost Estimate (prior to bids/quotes)	☐	☐	☐
Technical Requirements clearly described	☐	☐	☐
Efforts made to utilize Disadvantage Business Enterprises	☐	☐	☐
Bid Documents include federal clauses	☐	☐	☐
System for Awards Management Search (www.SAM.gov)	☐	☐	☐
Cost Price Analysis completed (after bids/quotes)	☐	☐	☐
Scheduled for Transit Commission approval, based on threshold	☐	☐	☐
Award Letter / Notice to Proceed	☐	☐	☐
Purchase Order Received	☐	☐	☐
Copies of all documents saved in appropriate procurement folder	☐	☐	☐

- ☐ Bid documents (all vendors)
- ☐ Evaluations
- ☐ Change Orders
- ☐ Advertising documents
- ☐ BAFO (Best & Final Offers)
- ☐ All project communications

_______________________________ PROJECT MANAGER SIGNATURE

_______________________________ DATE COMPLETED

Green Bay METRO

PROCUREMENT FINANCE REPORT

Project Name: ________________________________ #: ___________

Project Manager: ____

Copy of Approved Invoice Attached: ☐ Yes ☐ No

Date Invoice Paid: ________________________

Total Cost of Completed Project: _____________________________

_ _

To Be Completed By Accountant:

Funding Source:

____

____

____

Date Federal Funds Drawn Down: _____________________________

Accountant Signature: ____

Date: ____________________

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	

AGENDA ITEM # D.2

Discussion/Action: Microtransit Services

BACKGROUND

Green Bay Metro began piloting microtransit service in fall of 2020. Director Kiewiz will discuss how the service has been performing and how fixed route services have been throughout COVID.

Director Kiewiz will provide an update from the the Service Development Team and potential services moving forward for the Green Bay Metro Service area.

RECOMMENDATION

Staff recommends continuing microtransit services in it's current form till August 31, 2021, while staff continues to work through potential service changes.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # D.3

Discussion/Action: Security Gate

BACKGROUND

Green Bay Metro was awarded federal money from the Surface Transportation Block Grant in the fall of 2017. This grant was applied for to to assist with the driveway to Quincey Street in addition to fencing and gates for the transitway. These modifications and upgrades will provide a safer and easier access to the facility. Director Kiewiz will provide in detail.

Staff has worked with the Department of Public Works on the design and the procurement of this project. The bid summary is attached. Metro did only receive one bid for the project.

Milbach Construction bid was received for $314,050. There will be additional costs to connect the gates to our existing security access system.

This project will be covered 80% by STBG WI-2018-37. The remaining 20% will be the local share. Green Bay Metro has planned and is prepared to cover the local share.

RECOMMENDATION

Staff recommends the approval of the security gate project, not to exceed the total amount of $371,037.

FISCAL IMPACT

ATTACHMENTS

1. Transit 1-21 Site Security Upgrades Bid Summary
2. Plan For Commission

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

BID COMPARISON

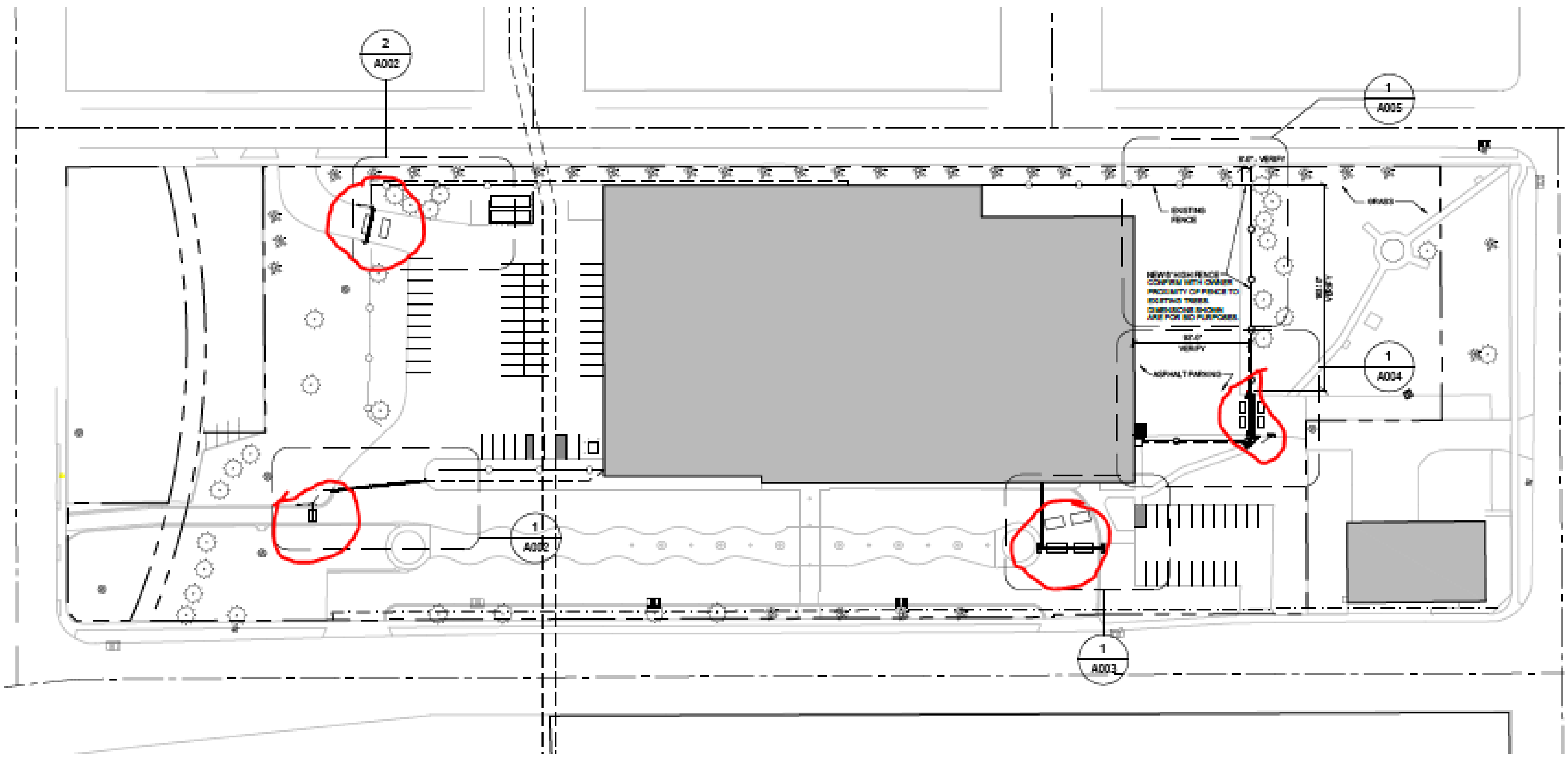
PROJECT #:

FUNDING #:

DATE: March 9, 2021

CONTRACT: TRANSIT 1-21 SITE SECURITY UPGRADES

ITEM NO.	DESCRIPTION	Quantity	UNIT	Milbach		CONTRACTOR #2		CONTRACTOR #3		CONTRACTOR #4	
				UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
317.01	Mobilization	1	LS	$9,677.00	$9,677.00		$0.00		$0.00		$0.00
1000.01	Barrier Gate, Type A	3	EA	$22,136.15	$66,408.45		$0.00		$0.00		$0.00
1000.02	Barrier Gate, Type B	2	EA	$40,991.17	$81,982.34		$0.00		$0.00		$0.00
1000.03	Vinyl Coated Chain Link Fence	280	LF	$62.95	$17,626.00		$0.00		$0.00		$0.00
1000.04	Sliding Gate	1	EA	$32,692.00	$32,692.00		$0.00		$0.00		$0.00
1000.05	Exterior Electrical and Communications	1	LS	$37,553.00	$37,553.00		$0.00		$0.00		$0.00
1000.06	Interior Electrical	1	LS	$18,782.00	$18,782.00		$0.00		$0.00		$0.00
1000.07	Bollards	21	EA	$828.30	$17,394.30		$0.00		$0.00		$0.00
1000.08	Site Restoration	1	LS	$31,935.00	$31,935.00		$0.00		$0.00		$0.00
			TOTALS:		**$314,050.09**		**$0.00**		**$0.00**		**$0.00**



2
A002
1
A005
EXISTING FENCE
GRASS
NEW 6' HIGH FENCE
CONFIRM WITH OWNER
PROXIMITY OF FENCE TO
EXISTING TREES.
DIMENSIONS SHOWN
ARE FOR BID PURPOSES.
VERIFY
ASPHALT PARKING
1
A004
1
A002
1
A003

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # D.4

Discussion/Action: Purchase of Six (6) Quantum Securement Devices

BACKGROUND

Green Bay Metro has been awarded $29,935 through the 5310 grant program, for three additional Q-Straint Quantum securement devices. In addition, there is a pending award for an additional $29,294 through the CRRSAA (Coronavirus Response and Relief Supplemental Appropriations Act) for three additional securement devices. Awards have been made available through the Brown County Planning Commission.

Both awards are 100% federal dollars. The cost to purchase six (6) Quantum's is $62,756. This would leave $3,537 for Green Bay Metro to pay.

RECOMMENDATION

Staff recommends the approval of up to six (6) Quantum securement devices not to exceed $62,756.

FISCAL IMPACT

ATTACHMENTS

1. Quote

GILLIC

SALES QUOTATION

Quotation number 8138456

Quotation date 03/11/21

Print date 03/11/21

Terms of payment
PAID BY CREDIT CARD

Sales Rep
JOHN EDMONDSON JR.

Your reference

Quotation address
CITY OF GREEN BAY
901 UNIVERSITY AVE.
GREEN BAY WI 54302

Customer number
29720801

Item	Qty Ordered	Estimated Ship Date	Description	Unit	Price Each	Ext Price
83-05160-000	6	04/16/21	SYSTEM, QUANTUM SELF-RESTRAINI	EA	10,459.30	62,755.80
			Quote line total.............			62,755.80
			Total........................			62,755.80

Gen II QUANTUM BASE W/LEFT (ST SIDE) ARM ROTATE, FIXED BACKREST (ADA COMPLIANT), OCCUPANT RESTRAINT, USERDRIVER
INTERFACE W/DELPHI, HARDWARE KIT. No ADA seating Standard Base Plate
Freight Not Included

Quote Valid for 30 days from Quotation Date -- FOB Oakland Park, FL

Report to the
Transit Commission
of the City of Green Bay

Green Bay METRO

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # E.1

Operational Reports

BACKGROUND

Operational reports are included. Staff will be available to answer any specific questions regarding these reports.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

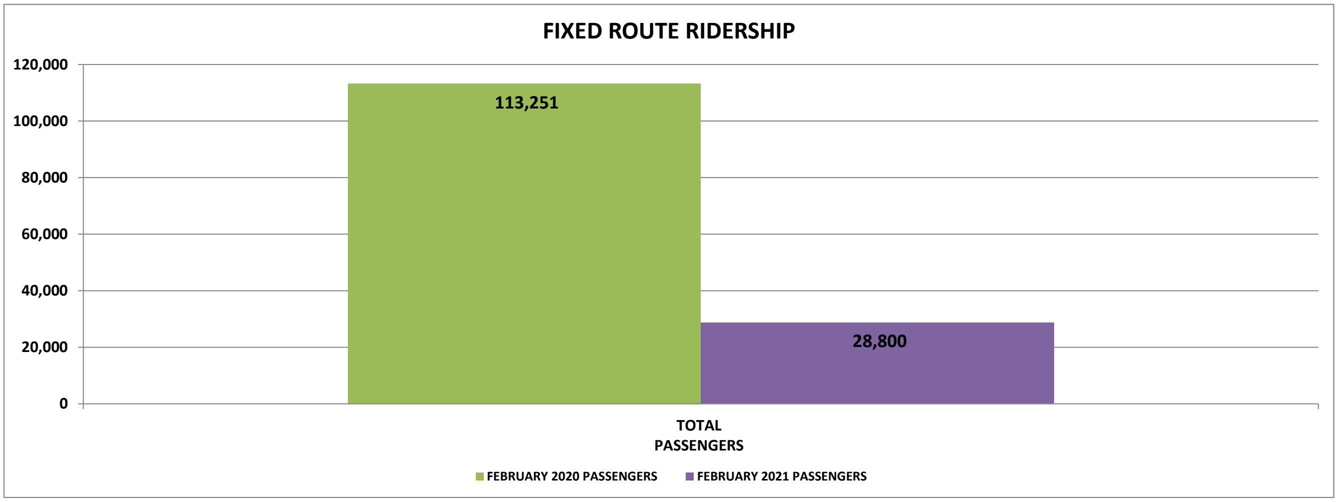
ATTACHMENTS

1. 02-Feb FR & PARA
2. 02-Feb Microtransit

FIXED ROUTE RIDERSHIP

	ADULT CASH	30-DAY ADULT PASS	30-DAY COLLEGE STUDENT PASS	WEEK PASS	ADULT DAY PASS	STUDENT DAY PASS	REDUCED DAY PASS	ADULT SINGLE	STUDENT CASH	30-DAY STUDENT PASS	STUDENT SINGLE	REDUCED CASH	30-DAY REDUCED PASS	REDUCED SINGLE	REVENUE PASSENGERS
FEBRUARY 2020	2,106	28,409	210	1,677	10,667	129	4,472	1	79	143	0	260	8,808	-	56,961
FEBRUARY 2021	1,038	7,390	-	691	3,918	14	2,089	9	15	23	4	233	2,826	-	18,250
CHANGE '20-'21	(1,067)	(21,019)	(210)	(986)	(6,749)	(115)	(2,383)	8	(64)	(120)	4	(27)	(5,982)	-	(38,710)
	-50.7%	-74.0%	-100.0%	-58.8%	-63.3%	-89.1%	-53.3%	1200.0%	-81.0%	-83.9%	1200.0%	-10.4%	-67.9%	#DIV/0!	-68.0%

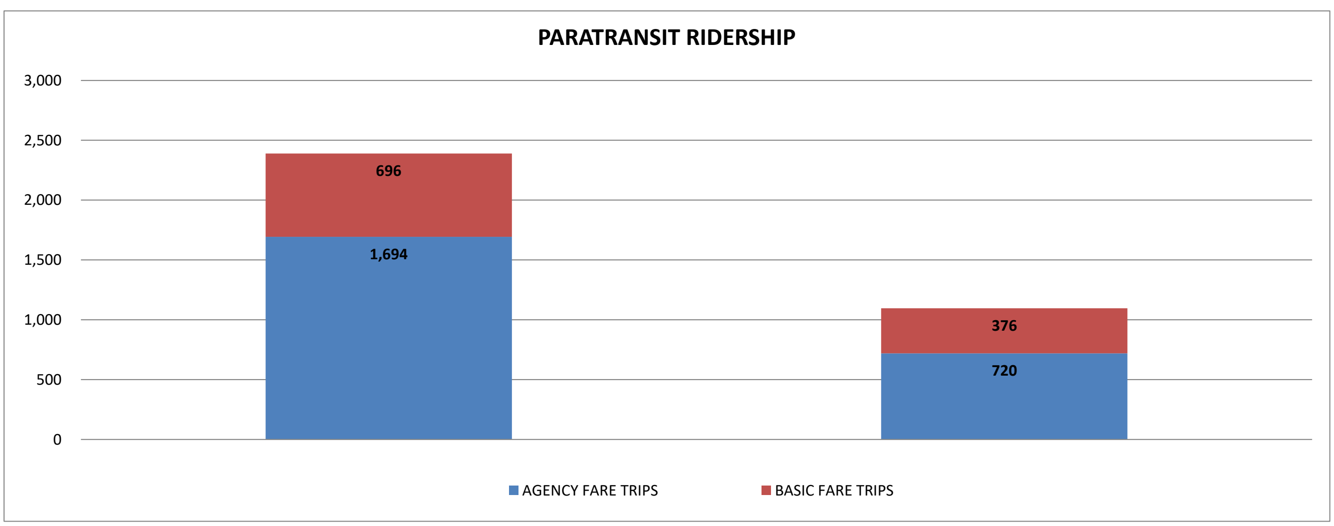
	GREEN SATURDAY	GAME DAY	MICRO	FREE FARE	FREE 4 & UNDER	PROMO	TOTAL FREE FARES	ASHWAU BENON SCHOOLS	GBAPS	UWGB	G-LINE DT-TT	RAZ PASS	TOTAL PARTNERSHIP FARES	TOTAL PASSENGERS	YTD PASSENGERS
FEBRUARY 2020	10,684	-	-	1,868	1,008	8	13,568	1,594	24,861	1,764	14,503	-	42,722	113,251	229,100
FEBRUARY 2021	2,047	-	24	566	94	10	2,741	778	861	335	5,835	-	7,809	28,800	57,753
CHANGE '20-'21	(8,637)	-	24	(1,302)	(914)	2	(10,827)	(816)	(24,000)	(1,429)	(8,668)	-	(34,913)	(84,450)	
	-80.8%	#DIV/0!	#DIV/0!	-69.7%	-90.7%	25.0%	-79.8%	-51.2%	-96.5%	-81.0%	100.0%	100.0%	-81.7%	-74.6%	



PARATRANSIT

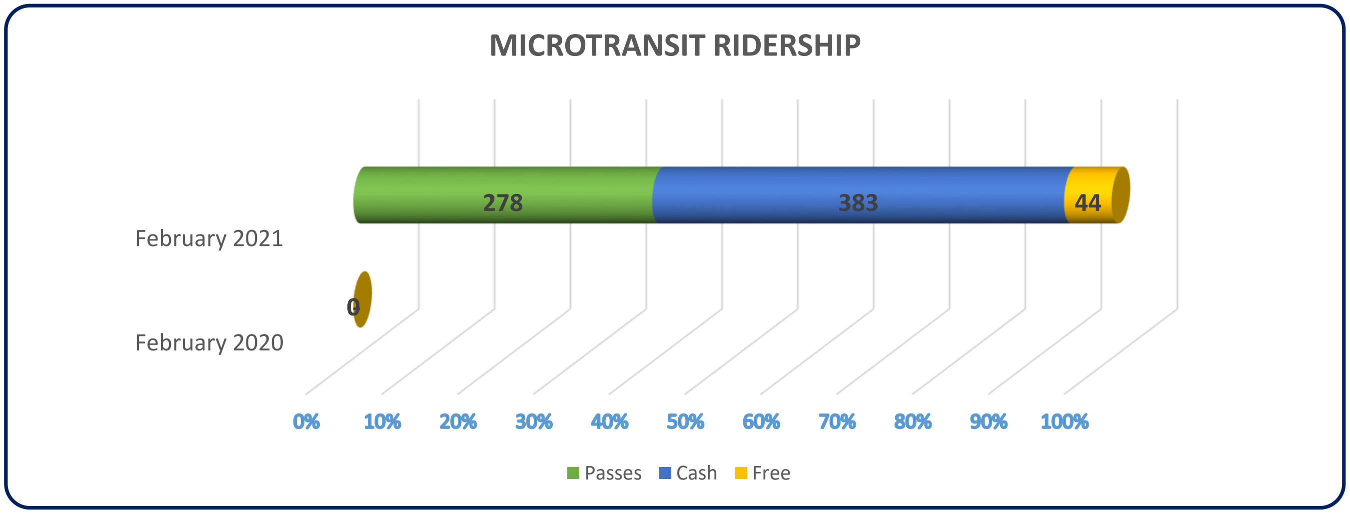
	AGENCY FARE TRIPS	BASIC FARE TRIPS	TOTAL TRIPS
FEBRUARY 2020	1,694	696	2,390
FEBRUARY 2021	720	376	1,096
CHANGE '20-'21	(974)	(320)	(1,294)
	-57.5%	-46.0%	-54.1%

	BASIC FARE	AGENCY FARE	TOTAL FARES
FEBRUARY 2020	$ 9,560	$ 25,338	$ 34,898
FEBRUARY 2021	$ 4,384	$ 10,800	$ 15,184
CHANGE '20-'21	$ (5,176)	$ (14,538)	$ (19,714)
	-54.1%	-57.4%	-56.5%



MICROTRANSIT - ON DEMAND

	Adult Pass	Student Pass	Reduced Pass	College Pass	Adult Fares	Reduced Fares	Free Ride	TOTAL TRIPS
February 2020	-	-	-	-	-	-	-	-
February 2021	263	14	-	1	368	15	44	705
CHANGE '20-'21	263	14	-	1	368	15	44	705



	Day (Pilot)	Night Service	Target
Number of Rides	461	244	
Passengers per Vehicle Hour	1.26	2.67	3.0
Average Customer Wait Time (minutes)	12.94	17.06	<20.0
On-Time Pickups	93%	85%	95%

Report to the
Transit Commission
of the City of Green Bay

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # E.2

Financial Reports

BACKGROUND

Green Bay Metro's staff will present the Commission with January financial report.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. 01 - Jan 2021 Financials

Green Bay Metro Transit Commission
Financial Report
JAN 2021

EXPENSES

ACCOUNT DESCRIPTION	2021 Jan	2020 Jan	+/-	%	2021 BUDGET	% OF BUDGET
Wages & Salaries	**103,781.41**	**151,197.20**	(47,416)	-45.7%	**2,765,518**	**3.8%**
Fringe Benefits	**89,437.32**	**120,166.72**	(30,729)	-34.4%	**1,744,887**	**5.1%**
Other Employment Expenses	**3,631.55**	**4,762.95**	(1,131)	-31.2%	**45,660**	**8.0%**
Contract Services	**1,703.27**	**1,293.05**	410	24.1%	**334,962**	**0.5%**
Materials & Supplies	**15,608.01**	**48,278.68**	(32,671)	-209.3%	**772,581**	**2.0%**
Building & Equip Maintenance	**12,450.12**	**18,840.53**	(6,390)	-51.3%	**229,800**	**5.4%**
Utilities	**344.90**	**1,081.33**	(736)	-213.5%	**101,898**	**0.3%**
Insurance	**171,401.00**	**184,682.00**	(13,281)	-7.7%	**172,980**	**99.1%**
Miscellaneous	**-**	**19.00**	(19)	#DIV/0!	**250**	**0.0%**
Paratransit Services	**3,437.21**	**8,220.54**	(4,783)	-139.2%	**1,327,933**	**0.3%**
Microtransit Services	**1,192.28**	**-**	1,192	100.0%	**957,514**	**0.1%**
Subrecipient Expenses	**-**	**-**	-	0.0%	**-**	**0.0%**
TOTAL	**402,987.07**	**538,542.00**	**(135,555)**	**-33.6%**	**8,453,983**	**4.8%**

REVENUES

ACCOUNT DESCRIPTION	2021 Jan	2020 Jan	+/-	%	2021 BUDGET	% OF BUDGET
Federal Operating Asst	**-**	**-**	-	#DIV/0!	**2,379,434**	**0.0%**
State Operating Asst	**-**	**-**	-	#DIV/0!	**2,282,575**	**0.0%**
Other Local Municipalities	**77,958.09**	**-**	77,958	100.0%	**635,354**	**12.3%**
Green Bay	**104,000.00**	**-**	104,000	100.0%	**1,653,819**	**6.3%**
Farebox Revenue-Fixed Route	**30,196.19**	**74,260.90**	(44,065)	-145.9%	**550,000**	**5.5%**
Farebox Revenue-Paratransit	**16,063.00**	**39,694.00**	(23,631)	-147.1%	**569,800**	**2.8%**
College Program Fares	**-**	**-**	-	#DIV/0!	**-**	**0.0%**
TMI Refund	**-**	**-**	-	#DIV/0!	**-**	**0.0%**
46355 VOUCHERS	2,175.05	2,684.25	(509)	-23%	-	**0.0%**
Non-Transportation Revenue	**2,551.28**	**4,404.59**	(1,853)	-72.6%	**17,200**	**14.8%**
State Fuel Refund	**-**	**2,726.21**	(2,726)	#DIV/0!	**-**	**0.0%**
Advertising	**8,133.00**	**12,106.00**	(3,973)	-48.9%	**140,000**	**5.8%**
Intercity Bus Commissions	**467.85**	**1,230.85**	(763)	-163.1%	36,000	**1.3%**
Partnership Contributions	**617.00**	**-**	617	100.0%	**189,800**	**0.3%**
TOTAL	**239,986.41**	**134,422.55**	**105,564**	**44.0%**	**8,453,983**	**2.8%**

KEY PERFORMANCE INDICATORS (KPI)

Operating Days	25	26	(1)	-3.8%	307
Revenue Miles	118,449	101,668	16,781	16.5%	943,784
Revenue Hours	3,946	6,931	(2,985)	-43.1%	63,959
Unlinked Passenger Trips	28,952	115,849	(86,897)	-75.0%	1,319,000
Revenue / Cost	**59.6%**	**25.0%**			1
Farebox Revenue / Mile	**0.25**	0.73	(0.48)	-65.1%	1
Farebox Revenue / Pass Trip	**1.04**	0.64	0.40	62.7%	0
Farebox Revenue / Hour	**7.65**	10.71	(3.06)	-28.6%	9
Passenger / Mile	**0.24**	1.14	(0.90)	-78.5%	1.40
Cost / Mile	**3.36**	5.22	(1.85)	-35.5%	7.94
Cost / Passenger Trip	**13.76**	4.58	9.18	200.6%	5.68

Jan = 8.3%

Report to the
Transit Commission
of the City of Green Bay

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # E.3

Director's Report

BACKGROUND

Green Bay Transit Director will provide the Commission an update on Metro.

RECOMMENDATION

No action necessary.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Transit Commission
of the City of Green Bay

MEETING DATE	PREPARED BY
March 17, 2021	Patty Kiewiz, Transit Director

AGENDA ITEM # E.4

Next Transit Commission Meeting: Wednesday, April 21, 2021

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None