



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
www.lakeapc.org

367 North State Street, Ukiah, CA 95482  
Administration: Suite 204 ~ 707-234-3314  
Planning: Suite 206 ~ 707-263-7799

## LAKE COUNTY/CITY AREA PLANNING COUNCIL (APC) AGENDA

DATE: Wednesday, April 13, 2016  
TIME: 9:30 (or as soon thereafter as the Lake Transit Authority Meeting Adjourns)  
PLACE: City Council Chambers                      Caltrans-District 1                      Dow & Associates  
225 Park Street                                      Teleconference                                      Teleconference  
Lakeport, California                                      1656 Union Street                                      367 N. State Street, #208  
Eureka, California                                      Ukiah, California

Dial-in number: (877) 216-1555 / Access code: 249893

1. Call to Order/Roll Call
2. Adjourn to Policy Advisory Committee

### PUBLIC EXPRESSION

3. Public Input on any item under the jurisdiction of this agency, but which is not otherwise on the above agenda

### CONSENT CALENDAR

4. Approval of March 9, 2016 Minutes
5. Approval of Resolution 15-16-13 Approving the Programming of FTA Section 5311 Non-Urbanized Program Funds for Lake Transit Authority Operating Assistance
6. Approval of Resolution 15-16-14 Approving the Programming of FTA Section 5311(f) Intercity Bus Program Funds for Lake Transit Authority Operating Assistance from Clearlake to Ukiah
7. Approval of Resolution 15-16-15 Approving the Programming of FTA Section 5311(f) Intercity Bus Program Funds for Lake Transit Authority Operating Assistance from Calistoga to Upper Lake

### REGULAR CALENDAR

8. Authorization of Moore & Associates to Conduct Lake Transit Authority and Lake APC's Triennial Transportation Development Act (TDA) Performance Audits for FY 2012/13-FY 2014/15 *(Davey-Bates)*
9. Approval of Final Transportation Development Act (TDA) Annual Fiscal Audit ending June 30, 2015 *(Davey-Bates)*
10. Adoption of Lake APC's Procurement Policies and Procedures Manual *(Davey-Bates)*
11. Adoption of Lake APC's Fund Balance Policy as recommended in Fiscal Year 2014/15 Annual Transit Development Act (TDA) Fiscal Audit *(Davey-Bates)*
12. Adoption of Regional Surface Transportation Program (RSTP) Administrative Procedures *(Davey-Bates)*
13. Status of County of Lake/City of Clearlake Sales Tax Polling Effort *(Dow, Robertson)*

## RATIFY ACTION

14. Adjourn Policy Advisory Committee and Reconvene as Area Planning Council
15. Consideration and Adoption of Recommendations of Policy Advisory Committee

## REPORTS

### 16. Reports & Information

- a. Lake APC Staff Summary of Meetings – Administration and Planning Services
- b. Lake APC Planning Staff
  1. Active Transportation Program (ATP) Plan Update
  2. ATP Cycle 3 Update and Schedule
- c. Lake APC Administration Staff
  1. Next Meeting Date – **May 11, 2016 (Middletown-Field Trip)**
  2. Miscellaneous
- d. Lake APC Directors
- e. Caltrans
  1. Lake County Project Status Update
  2. Lake 29 Expressway Update
  3. Miscellaneous
- f. California Association of Councils of Governments (CalCOG)
  1. Regional Leadership Forum (Monterey) – **March 30-April 1, 2016 (Leonard)**
  2. CalCOG Directors Meeting – **April 19, 2016 (Sacramento)**
- g. Rural Counties Task Force
  1. Next Meeting Date – **May 20, 2016 (Sacramento)**
- h. Miscellaneous

### 17. Information Packet

- a. SSTAC - March 9, 2016 Minutes

## ADJOURNMENT

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### PUBLIC EXPRESSION

Any member of the public may speak on any agenda item when recognized by the Chair for a time period, not to exceed 3 minutes per person and not more than 10 minutes per subject, prior to the Public Agency taking action on that agenda item.

### AMERICANS WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact the Lake County/City Area Planning Council office at (707) 263-7799, at least 72 hours before the meeting.

### ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when:

- a) a majority vote determines that an “emergency situation” exists as defined in Section 54956.5, **or**
- b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, **or**
- c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

### CLOSED SESSION

If agendized, Lake County/City Area Planning Council may adjourn to a closed session to consider litigation or personnel matters (i.e. contractor agreements). Discussion of litigation or pending litigation may be held in closed session by authority of Govt. Code Section 54956.9; discussion of personnel matters by authority of Govt. Code Section 54957.

POSTED: April 7, 2016

Attachments:

Agenda Item #4 – Lake APC Draft 03-09-16 Minutes

Agenda Item #5 – Resolution # 15-16-13

Agenda Item #6 – Resolution # 15-16-14

Agenda Item #7 – Resolution # 15-16-15

Agenda Item #8 – Proposal letter & Staff Report

Agenda Item #9 – Fiscal Audit & Staff Report

Agenda Item #10 – Policies & Procedures Manual – Staff Report

Agenda Item #11 – Fund Policy & Staff Report

Agenda Item #12 – RSTIP Procedures & Staff Report

Agenda Item #16a – Summary of Meetings Staff Report

Agenda Item #16e1 – Lake Caltrans Project Status Report

Agenda Item #17 – Information

a) – SSTAC 3/9/16 Draft Minutes



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## LAKE COUNTY/CITY AREA PLANNING COUNCIL (APC) (DRAFT) MEETING MINUTES

Wednesday, March 9, 2016

**Location:** Lake Transit Authority  
9240 Highway 53, Lower Lake, California

### Present

Jim Comstock, Supervisor, County of Lake  
Russell Perdock, City Council, City of Clearlake  
Gina Fortino Dickson, Council Member, City of Clearlake  
Stacy Mattina, City Council Member, City of Lakeport  
Martin Scheel, Mayor, City of Lakeport  
Chuck Leonard, Member at Large  
Rachelle Damiata, Member at Large

### Absent

Jeff Smith, Supervisor, County of Lake

### Also Present

Lisa Davey-Bates, Executive Director, Admin. Staff – Lake APC  
Nephele Barrett, Admin. Staff - Lake APC  
Alexis Pedrotti, Admin. Staff - Lake APC  
Jesse Robertson, Planning Staff – Lake APC  
Rex Jackman, Caltrans District 1 (Policy Advisory Committee – Teleconference)  
Jamie Mattioli, Caltrans District 1 (Teleconference)

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### 1. Call to Order/Roll Call

Chairperson Scheel called the meeting to order at 9:31 am. Alexis Pedrotti called roll. Members present: Comstock, Perdock, Fortino Dickson, Mattina, Scheel, Leonard, Damiata and Jackman (PAC).

### 2. Adjourn to Policy Advisory Committee

Chairperson Scheel adjourned to the Policy Advisory Committee (PAC) at 9:31 a.m. to include Rex Jackman, Caltrans District 1, allowing him to participate as a voting member of the Lake APC.

### Request for an Emergency Addition to the Agenda–

Chairman Scheel informed the Board that it has been brought to his attention that APC Staff has a potential Emergency Item that will need to be added to the agenda. He read the Brown Act (Section 54954.2) for the determination requirements for adding an emergency item. It was noted by Chair Scheel that Section B met the need that there “is a need to take immediate action and the need for action arose after the agenda was legally posted”.

Nephele Barrett reported at the previous APC Board meeting, the Board Members took action to amend the Regional Transportation Improvement Program (RTIP) that would delete projects to accommodate the negative balance that was provided by the CTC. Within the last couple of days, it has been brought to APC Staff's attention by CTC Staff that the action taken under the first amendment to the RTIP is not permissible, therefore staff is requesting to add this as an emergency item to discuss and take further action.

Nephele agrees and suggests this addition to the agenda should fit into Section B of the Brown Act. Revisions to the RTIP again will need to be submitted to Caltrans prior to the next meeting.

*Director Comstock made a motion supporting the appropriate finding for the addition of the emergency agenda item to the Lake County/City Area Planning Council's Agenda. The motion was seconded by Director Mattina and carried unanimously.*

*Full Roll Call: 8 Ayes - Comstock, Fortino Dickson, Perdock, Mattina, Scheel, Leonard, Damiata and Rex Jackman (PAC); 0 Noes; 0 Abstain; 1 Absent - Smith*

*Director Comstock made a motion to approve the Lake County/City Area Planning Council's Agenda for the March 9, 2016 Board of Directors Meeting, as amended. The motion was seconded by Director Fortino Dickson and carried unanimously.*

### **3. PUBLIC EXPRESSION**

None

### **CONSENT CALENDAR**

#### **4. Approval of February 10, 2016 (Draft) Minutes**

Secretary Pedrotti reported Phil Dow had some minor corrections to the minutes that will be incorporated into the final document.

*Director Fortino Dickson made a motion to approve the consent calendar. The motion was seconded by Director Perdock and unanimously approved.*

### **REGULAR CALENDAR**

#### **4.5 Emergency Item - Resolution #2015-16-12 Revising the First Amendment to the 2016 Regional Transportation Improvement Program**

Nephele Barrett reported that the draft resolution distributed to the Board Members this morning explains the issue in detail. At the December APC Board Meeting, the Board approved the Regional Transportation Improvement Program (RTIP), which is updated and approved every two years. The RTIP programs the regional share, which ultimately becomes part of the State Transportation Improvement Program (STIP). In the beginning of the current cycle, Nephele had reported there was no new money to worry about programming. However in December, it was then relayed to the regional agencies that they must begin delaying projects. The CTC explained that this was due to the shortfall in the early years of programming. Once hearing this, APC took action to begin pushing and delaying projects out to the later period of the RTIP.

Nephele noted that she has been with this agency since 1998, and this is the worst funding crisis she has seen to date. Nephele reminded the Board that in February they took action as requested to approve the first amended RTIP. The first amendment deleted two projects from the RTIP, one belonging to the City of Clearlake and the other City of Lakeport. When the CTC had requested projects be deleted, they provided an ideal target amount, which the Lake APC was not able to reach, however it was the best effort. Nephele had hopes this would be acceptable to the CTC.

Since the last amended RTIP, APC Staff has been informed the CTC doesn't allow the deletion of a project that includes programming of funding in the current year. As a result, City of Clearlake's project totaling \$93,000 cannot be deleted. The project will be delayed and split between a couple years, allowing the City extra time to get environmental completed. As for the City of Lakeport's project, the Environmental component is programmed in the current year, but will be delayed into the outer years of the RTIP. Unfortunately, the Design and Right of Way components will be on the list for deletion. Nephele noted that language will remain in the resolution regarding the priority of reprogramming projects that were deleted or had deleted components when funding becomes available.

Director Comstock wanted to note how ridiculous this process has been and appreciates all the time staff has dedicated to resolving this issue.

Nephele also reported that she and Lisa have spoken to CTC staff and they do recognize the good faith effort and attempts to delete projects. The CTC had a target of \$1.7 million of deletion for Lake County, however the total APC will be deleting is \$194,000. One positive side is that City of Clearlake will now have their project.

Lisa Davey-Bates reiterated that she has discussed this situation with CTC, and they are fully aware of the situation. By continuing to delete some components of the Lakeport project, it does show them the APC is still making a good faith effort to do something to help in the crisis. There is concern now after bringing the City's portions back into the RTIP that it may put the County of Lake's project at risk. CTC Staff did acknowledge they understood how far along this project is and the importance of the project.

Additionally, not only do regions have to delete projects, but Caltrans as well. Caltrans has to delete 25% of the shortfall from their projects. They have provided their list for deletion and fortunately at this point Lake 29 is not on the list. However there still remains the possibility of the CTC delaying that project as well.

Phil Dow quickly mentioned that Mendocino County took 32 years to get funding for the Willits bypass. Staff thought we were doing the right thing and being consistent with what the CTC was requesting. It was unmanageable for the APC to get near the target amount; however a good faith effort was made. Phil is happy that we were not clear that projects with programming in the current fiscal year could not be deleted from the RTIP and that the City of Clearlake will be seeing their very valuable project completed after all.

Lisa Davey-Bates read aloud the letter received from Congressman Mike Thomson office in response to her funding crisis letter.

Nephele noted this was a public hearing, and the formal process must be completed. Chairman Scheel took the following action:

- **Open Public Hearing:** Public Hearing opened at 9:51am.
- **Receive Public Comments -** None
- **Close Public Hearing:** Public hearing closed at 9:51am.
- **Action by Resolution 2015-16-12 Revising the First Amendment to the 2016 Regional Transportation Improvement Program:**

*Director Comstock made a motion to approve Resolution 2015-16-12, Revising the First Amendment to the 2016 Regional Transportation Improvement Program, as presented. The motion was seconded by Director Perdock and approved unanimously.*

*Full Roll Call: 8 Ayes - Comstock, Fortino Dickson, Perdock, Mattina, Scheel, Leonard, Damiata and Rex Jackman (PAC); 0 Noes; 0 Abstain; 1 Absent - Smith*

## **5. Public Hearing: Unmet Transit Needs for Fiscal Year 2016/17**

Nephele Barrett briefly explained the formal process to identifying the unmet transit needs for Lake County and whether or not they are reasonable to meet. There are a number of steps clearly described in the Transportation Development Act (TDA). For many years the Lake APC did not complete this process simply because the requirement is only if TDA funds are used for streets and roads purposes. It was decided to return to this process last year and go through the updating and validation of the Unmet Transit Needs list and definitions. Although the Lake APC is still not allocating any TDA funding for streets and roads purposes, this process provides useful input for the agency to consider.

The current process was started this year, and began by developing a draft list with the Social Services Transportation Advisory Council (SSTAC). The draft list was then presented to the Technical Advisory Committee (TAC) for comments. It was attached to the Board packet for review.

Nephele reported a 30 day Public Notice was published in the Lake County Record Bee and she had the proof of publication for verification.

*Director Leonard made a finding of proper notice for the Unmet Transit Needs for FY 2016/17, as presented. The motion was seconded by Director Fortino Dickson and approved unanimously.*

The staff report was received by the Board of Directors. At the meeting there was the opportunity for public comment, and also to make additions to list. The main intent was for the Board to either make a finding based on the list in its entirety, whether it does or doesn't include transit needs.

Nephele continued by reading aloud the draft Unmet Transit Needs List provided to the members in attendance. The following unmet needs have been proposed to date:

1. Medical trips to Saint Helena Clearlake and Sutter Health Lakeside and potentially Tribal Health. Nephele reported this need was close to being met, however it is still a work in progress and therefore remains on the list.
2. Eastbound service to Spring Valley and further east, allowing people to connect with service to the Sacramento area. Currently there is no connection from Lake County to the Sacramento area; however there is a connection from Sacramento to the Cache Creek Casino. If there was a way to make a connection from Lake County to Cache Creek it may open up some opportunities.
3. Non-Emergency Medical Transportation in outlying areas. This has been an ongoing topic of discussion. This is still very much a need.
4. Non-Emergency Medical Transportation to out of county locations. There is a particular need for transportation to the Santa Rosa area.

Additional Needs. Issues Identified (not subject to TDA Findings):

1. A transit stop at the jail
2. Accessibility improvements are needed around the fixed route transit stops.
3. Explore funding options/grant eligibility for non-profit transportation services, including the potential for senior centers/ non-profits to become sub-recipients of FTA grant funds.
4. A transit stop at Job Zone with a turnaround.
5. Relocation or pull-outs at fixed route stops on Lakeshore Drive in Clearlake, at Highlands Park and Austin Park.

Nephele noted this was a public hearing, and the formal process must be completed. Chairman Scheel took the following action:

- **Open Public Hearing:** Public Hearing opened at 10:03am.
- **Receive Public Comments** – None
- **Close Public Hearing:** Public hearing closed at 10:03am.
- **Action by APC – make one of the two findings shown above, using the definitions shown in the attached resolution.**

If the Board does in fact make the determination that the list does have unmet needs, the list will then go to the Transit Manager for evaluation.

*Director Comstock made a finding that the Unmet Transit Needs draft list does in fact include “unmet transit needs” according to the APC’s adopted definition, and those needs are directed to APC and LTA staff for analysis and further review by the SSTAC, as presented. The motion was seconded by Director Mattina and approved unanimously.*

## 6. County of Lake/City of Clearlake Sales Tax Polling Results and Next Steps

Lake APC Staff have received the initial results from the polling consultant. Jesse was happy to report that the results for the City of Clearlake unincorporated area of Lake County look very positive, and should consider pursuing the measures for each jurisdiction. The consultant, FM3, has been a pleasure to work with. The polling has now been closed, and the results were distributed to the City of Clearlake and County Department of Public Works. Jesse provided a brief summary for data collected in Clearlake:

FM3’s target response was a minimum of 200 responses, received approximately 250.

- When voters were asked generally if they would support this one cent sales tax measure for Clearlake’s road repair and safety measure –  
76% in-favor - 20% opposed - 4% didn’t know
- When voters were asked if they would consider support for this measure if it were a **one-half** cent sales tax instead of a **one cent** sales tax –  
77% in-favor - 19% opposed – 4% didn’t know
- When voters were read a series of statements in support of the ballot –  
78% in-favor – 17% opposed – 4% didn’t know
- When voters were read a series of statements opposing the ballot –  
75%in-favor – 20%opposed – 5% didn’t know
- When voters were asked if they generally approve of the City Council –  
35% approve – 57% dis-approve – 8% didn’t know



The next steps for the City of Clearlake will be to meet with the ad-hoc committee to discuss the results prior to the City Council presentation. FM3 will be presenting the results to the city within the next few weeks. All deliverables are due by April 15<sup>th</sup>, when the contract is set to expire. FM3 has been very helpful and has offered to be available for questions along the way, as well as provide assistance when developing the language for the measure.

Director Leonard was curious if Jesse had compared the results between 2011 and the current numbers. Jesse was certain these results were slightly higher than 2011 results. One concern expressed by the citizens is that they need help getting additional information out. Director Fortino Dickson requested the past results from previous polls for the ad-hoc members to review.

Mark was curious if there was a transit question as part of survey. Jesse explained there was, however it asked the voter if it would increase the support if the voter knew it wouldn't go for transit. These questions were really trying to gage the support for road improvements versus transit improvements.

Phil Dow reminded the Board that in the very initial stages and meetings with the City and County, it was conveyed that the public had concerns with the streets and roads; nothing else was to be involved in the measure. The City was concerned with having other items linked to this measure. They did not want anything to deemphasize the streets issue.

Jesse provided a brief summary for data collected for the County of Lake:

FM3's target response was a minimum of 300 responses, received approximately 367.

- When voters were asked generally if they would support this one-half cent sales tax measure for the county's road repair and safety measure – 73% in-favor - 23% opposed - 4% didn't know
- When voters were asked if they would consider support for this measure if it were a **one cent** sales tax instead of a **one-half cent** sales tax – 50% in-favor - 41% opposed – 8% didn't know
- When voters were read a series of statements in support of the ballot – 78% in-favor – 19% opposed – 3% didn't know
- When voters were read a series of statements opposing the ballot – 75%in-favor – 20%opposed – 4% didn't know
- When voters were asked if they generally approve of the City Council – 56% approve – 35% dis-approve – 9% didn't know

The presentation by FM3 is scheduled for March 22. Lars Ewing responded to Mark Wall's question regarding transit. Lars noted transit rider safety was referenced in the County's polling survey.

## **RATIFY ACTION**

### **7. Adjourn Policy Advisory Committee and Reconvene as Area Planning Council**

Chairperson Scheel adjourned the Policy Advisory Committee at 10:22 am and reconvened as the APC.

### **8. Consideration and Adoption of Recommendations of Policy Advisory Committee**

*Director Fortino Dickson made a motion to adopt the recommendations of the Policy Advisory Committee. The motion was seconded by Director Leonard and carried unanimously.*

## REPORTS

### 9. Reports & Information

#### a. Lake APC Staff Summary of Meetings - Administration and Planning Services

Chairperson Scheel referenced the Summary of Meetings report completed by Lisa Davey-Bates, showing a list of meetings attended by APC Administration and Planning Staff. There were no comments or questions.

#### b. Lake APC Planning Staff

##### 1. Active Transportation Program (ATP) Plan Update

Jesse reported that they plan is being pulled together, and remains on target to be approved this fiscal year. Some work still remains in order for it to be available for the April agenda. Jesse intends to have the draft plan brought back for adoption the following month.

##### 2. ATP Cycle 3 Update and Schedule

Phil reported that this program appears to be the only one with available funding. The next application cycle is coming up. The CTC will be taking action next week on implementing the schedule. The expected due date for applications is June 15<sup>th</sup>.

Meanwhile, Phil reported how much time he has committed to being involved with the guidelines sub-committee. The guidelines will be also going to CTC for approval next week. The list of comments to that have been sent to the commission was included in the packet for review. These comments were written and pertain to all of rural California.

Lisa expressed her thanks and appreciation for the amount of time Phil has dedicated to this committee. Recently there have been discussions on changing the points system associated with dis-advantaged communities. This change could largely affect the rural areas and Phil has been instrumental in giving the rural areas a voice in the process. His effort could be very beneficial to rural areas.

#### c. Lake APC Administration Staff

1. Next Meeting Date – April 13, 2016 - Lakeport
2. Miscellaneous – None

#### d. Lake APC Directors

None

#### e. Caltrans

##### 1. Lake Caltrans Project Status Report

Jamie Mattioli did a very brief update with respects to time.

Lake 20 Cap-M – Project is finishing up.

Lake 20/53 Intersection Improvements – Caltrans is reviewing and considering two main alternatives to the intersection. One consideration is for a three-legged bypass lane round-a-bout, and the other is a four-legged round-a-bout with no bypass lane. Caltrans will be looking for input on these upgrades. Caltrans also noted they would greatly appreciate the Board Members' input.

Based on information provided on the three-legged round-a-bout, Caltrans staff believes it might be slightly more efficient by allowing west bound traffic to bypass the roundabout. A concern with this alternative is that it will allow less time to decide to turn onto Hwy 53, and will bypass the intersection completely. The four legged round-a-bout will force the

motorists into the roundabout and allow them a longer period of time to make that decision.

Both round-a-bouts offer a service rating of A. Caltrans agrees either alternative looks satisfactory when considering safety and operations. Jaime announced the open house for this project will be held likely in May, two weeks after the circulation of the Environmental document.

An open house will also be held on March 22, 2016 from 6:00pm to 8pm at the Middletown High School for the Hartman Road Project.

Lake 29 Expressway is still on schedule, PA&ED is still set for October and Caltrans is looking to get more funds from the SHOPP for Capital Outlay Support.

**2. Miscellaneous – None**

**f. California Association of Councils of Governments (CalCOG)**

**1. Regional Leadership Forum** –Director Leonard will be attending and can update next meeting.

**2. CalCOG Directors Meeting** – No update.

**g. Rural Counties Task Force**

**1. Next Meeting Date** – Lisa will be attending this meeting on Friday.

**h. Miscellaneous - None**

**11. Information Packet**

a. SSTAC - Draft December 8, 2015 Minutes

b. SSTAC - March 9, 2016 Agenda

c. Lake TAC - Draft February 18, 2016 Minutes

The Lake County/City Area Planning Council Board meeting was left open while the board members joined in on the Non-Emergency Medical Transportation (NEMT) presentation at the Social Services Transportation Advisory Council (SSTAC) meeting.

**ADJOURNMENT**

The meeting was adjourned by Chairperson Scheel at 12:02p.m.

Respectfully Submitted,

***DRAFT***

Alexis Pedrotti  
Administrative Assistant

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 15-16-13

APPROVING THE PROGRAMMING OF FTA SECTION 5311  
NON-URBANIZED PROGRAM FUNDS  
FOR  
LAKE TRANSIT AUTHORITY OPERATING ASSISTANCE

### THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Lake County/City Area Planning Council (APC) is the designated Regional Transportation Planning Agency for Lake County; and

WHEREAS, the Lake Transit Authority has applied for funding from the Federal Transit Administration (FTA) Section 5311 Non-Urbanized Program for the purpose of operations during Fiscal Year 2015/16; and

WHEREAS, Lake Transit Authority (LTA) is the only eligible applicant for these funds in the region and is able to meet the requirements of the Section 5311 program; and

WHEREAS, the program application requires certification that APC, as the transportation planning agency, has approved, by resolution, the programming of funds for this project;

### NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake County/City Area Planning Council hereby approves the programming of its estimated regional apportionment of FTA Section 5311 funds in the amount of \$345,419, or such sum as may ultimately be determined, for LTA operating assistance in Fiscal Year 2015/16.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 13<sup>th</sup> day of April 2016, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

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ATTEST: Lisa Davey-Bates  
Executive Director

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Martin Sheel  
Chair

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 15-16-14

APPROVING THE PROGRAMMING OF FTA SECTION 5311(f)  
INTERCITY BUS PROGRAM FUNDS

FOR

LAKE TRANSIT AUTHORITY OPERATING AND CAPITAL ASSISTANCE

### THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Lake County/City Area Planning Council (APC) is the designated Regional Transportation Planning Agency for Lake County; and

WHEREAS, Lake Transit Authority (LTA) has applied for funding from the Federal Transit Administration (FTA) Section 5311(f) Intercity Bus program for the continuation of intercity bus service between Clearlake and Ukiah for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, Lake Transit Authority is the only eligible applicant for these funds in the region and is able to meet the requirements of the Section 5311(f) program; and

WHEREAS, the program application requires certification that APC, as the transportation planning agency, has approved, by resolution, the programming of funds for this project;

### NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake County/City Area Planning Council hereby approves the programming of FTA Section 5311(f) funds in the amount of \$475,000, for LTA operating and capital assistance for intercity bus service for the period of July 1, 2016 through June 30, 2017.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 13<sup>th</sup> day of April, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

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ATTEST: Lisa Davey-Bates  
Executive Director

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Martin Sheel  
Chair

# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## RESOLUTION 15-16-15

APPROVING THE PROGRAMMING OF FTA SECTION 5311(f)  
INTERCITY BUS PROGRAM FUNDS

FOR

LAKE TRANSIT AUTHORITY OPERATING AND CAPITAL ASSISTANCE

### THE AREA PLANNING COUNCIL HEREBY FINDS, DECLARES AND RESOLVES THAT:

WHEREAS, the Lake County/City Area Planning Council (APC) is the designated Regional Transportation Planning Agency for Lake County; and

WHEREAS, Lake Transit Authority (LTA) has applied for funding from the Federal Transit Administration (FTA) Section 5311(f) Intercity Bus program for the continuation of intercity bus service between Calistoga and Upper Lake for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, Lake Transit Authority is the only eligible applicant for these funds in the region and is able to meet the requirements of the Section 5311(f) program; and

WHEREAS, the program application requires certification that APC, as the transportation planning agency, has approved, by resolution, the programming of funds for this project;

### NOW, THEREFORE, BE IT RESOLVED THAT:

The Lake County/City Area Planning Council hereby approves the programming of FTA Section 5311(f) funds in the amount of \$475,000, for LTA operating and capital assistance for intercity bus service for the period of July 1, 2016 through June 30, 2017.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 13<sup>th</sup> day of April, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED, AND SO ORDERED.

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ATTEST: Lisa Davey-Bates  
Executive Director

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Martin Sheel  
Chair



## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

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**TITLE:** TDA Performance Audit Requirements for LTA & APC

**DATE PREPARED:** April 6, 2016

**MEETING DATE:** April 13, 2016

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**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

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### **BACKGROUND:**

According to the Transportation Development Act (TDA) statutes and California Codes of Regulations, performance audits must be prepared by an independent entity (auditor) on both the Lake Area Planning Council (APC) and Lake Transit Authority (LTA) triennially. The last performance audits for the period of July 1, 2009 through June 30, 2012 were finalized by Moore and Associates in August 2013.

Triennial Performance Audits are conducted in accordance with the processes established by the California Department of Transportation, as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Audit Standards* published by the U.S. Controller General. The Triennial Performance Audit includes four elements:

1. Assess compliance requirements,
2. Follow-up of prior performance audit report recommendations,
3. Review Regional Transportation Planning Agency's functions, and
4. Craft findings and recommendations.

It is now time to complete the process again for the current three-year cycle (July 1, 2012 through June 30, 2015). Work efforts are expected to be similar to that used in the previous cycle, which will include an on-site review and assessment of documents and files for the three-year period. Phone and/or in person interviews could be carried out with the LTA manager, transit operator staff, elected agency board members, county staff, Caltrans, and any advisory committee as needed.

Our last triennial performance audit was performed by Moore and Associates. I felt they were very professional and provided positive and realistic recommendations to the Lake APC. The cost to conduct the audit was fair (\$11,350). Prior to Moore and Associates, Jerry Kaplan had completed the past several performance audits for the Lake APC.

For consistency purposes, I feel it would be practical to use Moore & Associates for the upcoming audit. A total of \$12,000 was identified in the 2015/16 Lake APC budget to conduct the performance audit. Upon request by Lake APC staff, Moore & Associates submitted a proposal, which is attached, to conduct the audits for a fixed price of \$13,000. An additional charge in the amount of \$750 would be added if a presentation was made to the Lake APC Board of Directors. The additional \$1,000 needed to complete the audit would be paid with administrative contingency funds. For comparison purposes, Mendocino Council of Governments is in the middle of conducting their triennial performance audit, and their contract is \$18,000.

I recommend a "not-to-exceed" agreement with the consultant. An alternative option is to distribute

a Request for Proposals (RFP) if the Board disagrees with my recommendation. The audit should be performed prior to the end of this fiscal year so we will need to write and distribute the RFP as soon as possible if that is the Board's desire.

---

**ACTION REQUIRED:** Approve Moore & Associates' proposal to complete the triennial performance audits for APC and LTA for Fiscal Years 2012 through 2015 for a fixed price of \$13,000.

---

**ALTERNATIVES:** Do not approve proposal, and perform Request for Proposal process. This might result in a significant delay.

---

**RECOMMENDATION:** Approve Lake APC staff to work with Moore & Associates to complete the LTA and APC triennial performance audits Fiscal Years 20012 through 2015 as required for a fixed cost of \$13,000.





March 29, 2016

Ms. Alexis Pedrotti  
Lake County/City Area Planning Council  
367 North State Street  
Ukiah, CA 95482

*Subject: TDA Performance Audits*

Alexis:

Thank you for the opportunity to discuss our firm's interest and availability to assist the Lake County/City Area Planning Council in the completion of TDA performance audits for FY 2012/13 through FY 2014/15.

We understand the urgency associated with this project, and we appreciate APC's willingness to request an extension to its filing deadline to accommodate our schedule. We warrant delivery of "final drafts" of each audit report (RTPA and Transit Operator) no later than June 30, 2016. The condition of said reports would be sufficient to submit to the RTPA governing board for acceptance (after which the documents would be considered "final" and ready for submission to Caltrans). In the event the Lake County/City Area Planning Council requires a formal presentation of the audit reports, said presentation would need to occur subsequent to June 30, 2016, given the timing of the June board meeting.

To expedite the audit process, Moore & Associates would conduct a project initiation meeting by phone within three business days following receipt of a Notice to Proceed. A listing of the required audit data would be provided in advance of said meeting, and submission of electronic documents would be encouraged (versus printed versions). We propose use of the Basecamp web platform, which allows documents to be uploaded directly to a project page and ensures transparent communications among all parties.

While we did not conduct a site visit in 2013 given the extremely short timeframe, we feel it is an important element of the audit. As such, we propose conducting a one-day site visit in May, during which we will meet with staff from both Lake County/City APC and Lake Transit Authority.

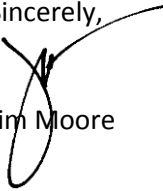
Joining me on this assignment would be Kathy Chambers. Kathy is a long-time member of our firm and an experienced TDA auditor. Kathy and I have worked together on more than 40 TDA audits this year alone.

Our quote to prepare both audit reports is \$13,000. This does not include a presentation to the Board; should one be desired, an additional cost of \$750 would be incurred.

Given the short project timeline, Moore & Associates would invoice the RTPA for 50 percent of the project amount following completion of data collection and our site visit, and the remainder upon delivery of the final reports.

Thank you again for your consideration of Moore & Associates. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Moore". The signature is stylized with a large, sweeping loop that extends upwards and to the right, crossing over the name.

Jim Moore



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

## STAFF REPORT

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**TITLE:** TDA Fiscal Audit – Fiscal Year 2014/15

**DATE PREPARED:** April 6, 2016

**MEETING DATE:** April 13, 2016

---

**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

---

### **BACKGROUND:**

According to the Transportation Development Act (TDA) statute and California Codes of Regulations of 2005, Article 5.5, “Each transportation planning agency..., shall submit to the State Controller, annually and within 12 months of the end of the fiscal year, a report of an audit of its accounts and records by the appropriate auditor, a certified public accountant, or a public accountant pursuant to Sections 6505 and 26909 of the Government Code.”

Smith and Newell recently finalized the annual fiscal audit for the period of July 1, 2014 through June 30, 2015. The auditor’s comments were positive and they did not identify any deficiencies in internal control over financial reporting, and found no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

A Schedule of Findings and Recommendations was included in the audit report. Only one deficiency was identified. The recommendation was that the Lake APC should adopt a fund balance policy to establish the sequence in which revenues are to be spent in accordance with GASB 54. This policy in draft form has been written by APC staff and reviewed by Smith and Newell, CPAs, the independent firm who conducted the fiscal audit. I was informed that the Fund Balance Policy will satisfy the management comment for next year’s audit. The Lake APC’s Executive Committee will review the draft Fund Balance Policy prior to the Lake APC meeting on April 13, 2016. If the Committee recommends approval, I will propose Lake APC adoption of the Fund Balance Policy.

Although an electronic version of the recently completed audit is attached, I’d be happy to provide Lake APC members a hard copy of the final TDA audit for FY 2014/15 upon request.

---

**ACTION REQUIRED:** Although action is not “required”, I suggest adopting the final audit as a requirement of the Transit Development Act, Article 5.5.

---

**ALTERNATIVES:** Do not take action.

---

**RECOMMENDATION:** Approve the Final Fiscal Audit for the year ended June 30, 2015 as prepared by Smith and Newell.

**LAKE COUNTY/CITY AREA  
PLANNING COUNCIL,  
CALIFORNIA**

**FINANCIAL STATEMENTS  
TOGETHER WITH  
INDEPENDENT AUDITOR'S REPORT  
FOR THE YEAR ENDED  
JUNE 30, 2015**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Annual Financial Report  
For the Year Ended June 30, 2015**

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## **INTRODUCTORY SECTION**

- **List of Officials**



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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Board of Directors**  
**For the Year Ended June 30, 2015**

Jim Comstock..... Supervisor, County of Lake

Jeff Smith ..... Supervisor, County of Lake

Anthony Farrington..... Supervisor, County of Lake

Stacey Mattina..... City Council Member, City of Lakeport

Martin Scheel..... City Council Member, City of Lakeport

Marc Spillman..... City Council Member, City of Lakeport

Denise Loustalot..... City Council Member, City of Clearlake

Russell Perdock..... City Council Member, City of Clearlake

Bruno Sabatier..... City Council Member, City of Clearlake

Marsha Wharff..... Member at Large

Chuck Leonard..... Member at Large

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## **FINANCIAL SECTION**

- **Independent Auditor's Report**
- **Basic Financial Statements**
- **Required Supplementary Information**
- **Combining Nonmajor Fund Financial Statements**
- **Schedule of Allocations and Expenditures**

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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Lake County/City Area Planning Council  
Lakeport, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Lake County/City Area Planning Council, Lakeport, California (Council), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Council's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Board of Directors  
Lake County/City Area Planning Council  
Lakeport, California

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Council as of June 30, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Emphasis of Matter**

As described in Note 10 to the financial statements, in 2015, the Council implemented, if applicable, new accounting guidance GASB Statement Nos. 68, 69, and 71. Our opinion is not modified with respect to this matter.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Council's basic financial statements. The introductory section, combining fund financial statements, and Schedules of Allocations and Expenditures are presented for purposes of additional analysis and are not a required part of the basic financial statements.

To the Board of Directors  
Lake County/City Area Planning Council  
Lakeport, California

The combining nonmajor fund financial statements and Schedules of Allocations and Expenditures are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and Schedules of Allocations and Expenditures are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

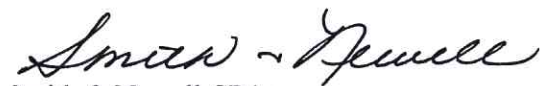
*Report on Summarized Comparative Information*

The financial statements include summarized prior year comparative information. Such information does not include all of the information required to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2014, from which such partial information was derived.

We have previously audited Council's June 30, 2014 financial statements and our report, dated April 27, 2015, expressed an unmodified opinion on the financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated April 4, 2016 on our consideration of the Council's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Council's internal control over financial reporting and compliance.

  
Smith & Newell CPAs  
Yuba City, California  
April 4, 2016



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## **Basic Financial Statements**

- **Government-Wide Financial Statements**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Statement of Net Position**  
**June 30, 2015**

	<u><b>Total Governmental Activities</b></u>
<b>ASSETS</b>	
Cash and investments	\$ 1,521,136
Receivables:	
Intergovernmental	318,911
Sales tax	<u>195,900</u>
<b>Total Assets</b>	<u>2,035,947</u>
<b>LIABILITIES</b>	
Accounts payable	<u>205,023</u>
<b>Total Liabilities</b>	<u>205,023</u>
<b>NET POSITION</b>	
Restricted for:	
Unallocated apportionments	68,239
Transportation	<u>1,762,685</u>
<b>Total Net Position</b>	<u><u>\$ 1,830,924</u></u>

The notes to the basic financial statements are an integral part of this statement.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Statement of Activities**  
**For the Year Ended June 30, 2015**

<u>Functions/Programs:</u>	Program Revenues			Net (Expense)	
<u>Expenses</u>	<u>Charges for</u>	<u>Operating</u>	<u>Capital</u>	Revenue and	
	<u>Services</u>	<u>Grants and</u>	<u>Grants and</u>	Changes in	
		<u>Contributions</u>	<u>Contributions</u>	Net Position	
				Total	
				Governmental	
				Activities	
Governmental activities:					
Transportation	\$ 3,094,189	\$ -	\$ 2,550,707	\$ -	\$ (543,482)
<b>Total Governmental Activities</b>	3,094,189	-	2,550,707	-	(543,482)
<b>Total</b>	\$ 3,094,189	\$ -	\$ 2,550,707	\$ -	(543,482)
<b>General revenues:</b>					
Interest and investment earnings					5,488
<b>Total General Revenues</b>					5,488
<b>Change in Net Position</b>					(537,994)
<b>Net Position - Beginning</b>					2,368,918
<b>Net Position - Ending</b>					\$ 1,830,924

The notes to the basic financial statements are an integral part of this statement.

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## **Basic Financial Statements**

- **Fund Financial Statements**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Balance Sheet  
Governmental Funds  
June 30, 2015**

(With comparative totals for June 30, 2014)

	<b>Local Transportation</b>	<b>State Transit Assistance</b>	<b>Work Program</b>	<b>Regional Surface Transportation Program</b>
<b>ASSETS</b>				
Cash and investments	\$ 271,321	\$ 24,076	\$ 137,530	\$ 65,367
Receivables:				
Intergovernmental	30,000	86,668	188,988	-
Sales tax	195,900	-	-	-
<b>Total Assets</b>	<b>\$ 497,221</b>	<b>\$ 110,744</b>	<b>\$ 326,518</b>	<b>\$ 65,367</b>
<b>LIABILITIES</b>				
Accounts payable	\$ -	\$ -	\$ 198,354	\$ -
<b>Total Liabilities</b>	-	-	198,354	-
<b>FUND BALANCES</b>				
Restricted	497,221	110,744	128,164	65,367
<b>Total Fund Balances</b>	497,221	110,744	128,164	65,367
<b>Total Liabilities and Fund Balances</b>	<b>\$ 497,221</b>	<b>\$ 110,744</b>	<b>\$ 326,518</b>	<b>\$ 65,367</b>

The notes to the basic financial statements are an integral part of this statement.

<b>Service Authority for Freeway Emergencies</b>	<b>Other Governmental Funds</b>	<b>Totals</b>	
		<b>2015</b>	<b>2014</b>
\$ 745,824	\$ 277,018	\$ 1,521,136	\$ 2,047,941
13,255	-	318,911	211,229
-	-	195,900	230,100
<u>\$ 759,079</u>	<u>\$ 277,018</u>	<u>\$ 2,035,947</u>	<u>\$ 2,489,270</u>
<u>\$ -</u>	<u>\$ 6,669</u>	<u>\$ 205,023</u>	<u>\$ 120,353</u>
<u>-</u>	<u>6,669</u>	<u>205,023</u>	<u>120,353</u>
<u>759,079</u>	<u>270,349</u>	<u>1,830,924</u>	<u>2,368,917</u>
<u>759,079</u>	<u>270,349</u>	<u>1,830,924</u>	<u>2,368,917</u>
<u>\$ 759,079</u>	<u>\$ 277,018</u>	<u>\$ 2,035,947</u>	<u>\$ 2,489,270</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Reconciliation of the Governmental Fund Balance Sheet**  
**To the Government-Wide Statement of**  
**Net Position - Governmental Activities**  
**June 30, 2015**

<b>Total Fund Balances - Total Governmental Funds</b>	\$ 1,830,924
No adjustments were needed to reconcile the Governmental fund balances to the Net Position of Governmental Activities	-
<b>Net Position of Governmental Activities</b>	<u>\$ 1,830,924</u>

The notes to the basic financial statements are an integral part of this statement.

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Statement of Revenues, Expenditures**  
**And Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2015**  
(With comparative totals for June 30, 2014)

	<u>Local Transportation</u>	<u>State Transit Assistance</u>	<u>Work Program</u>	<u>Regional Surface Transportation Program</u>
<b>REVENUES</b>				
Intergovernmental revenues:				
Local Transportation fund	\$ 1,337,614	\$ -	\$ -	\$ -
State Transit Assistance fund	-	350,982	-	-
Local Transportation fund allocation	-	-	93,000	-
Rural Planning Assistance	-	-	279,537	-
Planning, Programming, and Monitoring	-	-	64,000	-
FTA Section 5304	-	-	38,476	-
Regional Blueprint	-	-	-	-
State Planning and Research	-	-	-	-
Partnership Planning Funds	-	-	-	-
State Highway Account	-	-	51,392	-
Community Based Transportation Planning	-	-	-	-
Regional Surface Transportation Program	-	-	-	-
Vehicle registration fees	-	-	-	-
Use of money	1,552	139	-	714
<b>Total Revenues</b>	<u>1,339,166</u>	<u>351,121</u>	<u>526,405</u>	<u>714</u>
<b>EXPENDITURES</b>				
Current transportation:				
Planning and administration	329,447	-	507,757	-
Regional transit services	918,162	347,435	-	-
RSTP pass-through	-	-	-	692,673
Pedestrian and bicycle allocation	22,391	-	-	-
<b>Total Expenditures</b>	<u>1,270,000</u>	<u>347,435</u>	<u>507,757</u>	<u>692,673</u>
<b>Excess of Revenues Over (Under) Expenditures</b>	69,166	3,686	18,648	(691,959)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	-	-	(71,737)	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>(71,737)</u>	<u>-</u>
<b>Net Change in Fund Balance</b>	69,166	3,686	(53,089)	(691,959)
<b>Fund Balances - Beginning</b>	<u>428,055</u>	<u>107,058</u>	<u>181,253</u>	<u>757,326</u>
<b>Fund Balances - Ending</b>	<u>\$ 497,221</u>	<u>\$ 110,744</u>	<u>\$ 128,164</u>	<u>\$ 65,367</u>

The notes to the basic financial statements are an integral part of this statement.

Service Authority for Freeway Emergencies	Other Governmental Funds	Totals	
		2015	2014
\$ -	\$ -	\$ 1,337,614	\$ 1,383,349
-	-	350,982	379,193
-	258,838	351,838	336,813
-	-	279,537	270,579
-	-	64,000	64,000
-	-	38,476	43,840
-	-	-	43,271
-	-	-	54,992
-	-	-	60,363
-	-	51,392	3,886
-	-	-	28,091
-	-	-	1,202,082
76,868	-	76,868	76,696
2,616	468	5,489	7,671
<u>79,484</u>	<u>259,306</u>	<u>2,556,196</u>	<u>3,954,826</u>
25,335	250,989	1,113,528	1,246,937
-	-	1,265,597	1,344,605
-	-	692,673	571,449
-	-	22,391	22,434
<u>25,335</u>	<u>250,989</u>	<u>3,094,189</u>	<u>3,185,425</u>
54,149	8,317	(537,993)	769,401
-	71,737	71,737	-
-	-	(71,737)	-
-	71,737	-	-
54,149	80,054	(537,993)	769,401
704,930	190,295	2,368,917	1,599,516
<u>\$ 759,079</u>	<u>\$ 270,349</u>	<u>\$ 1,830,924</u>	<u>\$ 2,368,917</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Reconciliation of the Statement of Revenues, Expenditures,**  
**And Changes in Fund Balances of Governmental Funds to the**  
**Government-Wide Statement of Activities - Governmental Activities**  
**For the Year Ended June 30, 2015**

<b>Net Change in Fund Balance - Total Governmental Funds</b>	\$ (537,993)
No adjustments were needed to reconcile the net changes in fund balances to the net change in net position	<u>-</u>
<b>Change in Net Position of Governmental Activities</b>	<u><u>\$ (537,993)</u></u>

The notes to the basic financial statements are an integral part of this statement.

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## **Basic Financial Statements**

- **Notes to Basic Financial Statements**



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## **LAKE COUNTY/CITY AREA PLANNING COUNCIL**

### **Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **A. Reporting Entity**

The Lake County/City Area Planning Council, the regional transportation planning agency for the County of Lake, was established in 1972 pursuant to the Transportation Development Act. The Council is responsible for transportation planning activities as well as administration of the Local Transportation fund, State Transit Assistance fund, Transportation Planning fund, and the Bicycle/Pedestrian fund.

The Council receives monies and allocates these monies for the planning, management, and operation of public transportation systems within the County of Lake. The Council also has the authority to allocate monies for other transportation related activities including street and road projects.

Generally accepted accounting principles require government financial statements to include the primary government and its component units. Component units of a governmental entity are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the combined financial statements to be misleading. The primary government is considered to be financially accountable if it appoints a majority of an organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government.

##### **Component Units**

Based on the application of the criteria set forth by the Governmental Accounting Standards Board, management has determined that there are no component units of the Council.

##### **Related Organizations**

The County of Lake performs various services for the Council including risk management through the County's risk management program. However, the County is not financially accountable for this organization and therefore the Council is not a component unit under Statement Nos. 14, 39, and 61 of the Governmental Accounting Standards Board.

##### **B. Basis of Presentation**

###### **Government-Wide Financial Statements**

The statement of net position and statement of activities display information on all the activities of the Council. These statements include only the financial activities of the Council. Eliminations have been made to minimize double counting of internal activities. These statements report the governmental activities of the Council, which are normally supported by taxes and inter-governmental revenues. The Council had no business-type activities at June 30, 2015.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Basis of Presentation (Continued)**

**Government-Wide Financial Statements (Continued)**

The statement of activities presents a comparison between direct expenses and program revenues for each function of the Council's governmental activities. Direct expenses are those that are specifically associated with a program or function and therefore are clearly identifiable to a particular function. Program revenues include 1) charges paid by the recipients of goods and services offered by the program, 2) operating grants and contributions, and 3) capital grants and contributions. Taxes and other items not properly included among program revenues are presented instead as general revenues.

**Fund Financial Statements**

Fund financial statements of the Council are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures. The funds of the Council are organized into the governmental category. The emphasis is placed on major funds. Each is displayed in a separate column.

The Council reports the following major governmental funds:

- The Local Transportation fund is a special revenue fund used to account for local transportation activities. Funding comes from transportation fund allocations.
- The State Transit Assistance fund is a special revenue fund used to account for receipt and expenditure of State Transit Assistance funds. Funding comes primarily from state transit assistance fund allocations.
- The Work Program fund is a special revenue fund used to account for monies expended in relation to the overall work program. Funding comes primarily from rural planning assistance, PPM, and other grants.
- The Regional Surface Transportation Program fund is a special revenue fund used to account for activity related to RSTP projects. Funding comes primarily from state grants.
- The Service Authority for Freeway Emergencies fund is a special revenue fund used to account for activity related to SAFE funding. Funding comes primarily from vehicle registration fees.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**C. Basis of Accounting and Measurement Focus**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the Council gives (or receives) value without directly receiving (or giving) equal value in exchange, include sales tax, grants, entitlements, and donations. Under the accrual basis, revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Sales taxes, interest, and certain state and federal grants are considered susceptible to accrual and are accrued when their receipt occurs within sixty days after the end of the fiscal year. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in the governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as other financing sources.

**D. Non-Current Governmental Assets/Liabilities**

Non-current governmental assets and liabilities, such as capital assets and long-term liabilities, are reported in the governmental activities column in the government-wide statement of net position.

**E. Cash and Investments**

The Council pools all cash and investments with the County of Lake. The Lake County Treasury is an external investment pool for the Council and the Council is considered an involuntary participant. Each fund's share in the pool is displayed in the accompanying financial statements as cash and investments.

Participant's equity in the investment pool is determined by the dollar amount of participants deposits, adjusted for withdrawals and distributed investment income. Investment income is determined on the amortized cost basis. Amortized premiums and accreted discounts, accrued interest, and realized gains and losses, net of expenses, are apportioned to pool participants every quarter based on the participant's average daily cash balance at quarter end in relation to the total pool investments. This method differs from the fair value method used to value investments in these financial statements. In these financial statements, the fair value of the Council's investments in the pool was based on unaudited quoted market values as provided by the County Treasurer. The pool has not provided or obtained any legally binding guarantees during the period to support the value of investments.

The County has established a Treasury Oversight Committee to monitor and review the management of public funds maintained in the investment pool in accordance with the County investment policy and the California Government Code. The Oversight Committee and the Board of Supervisors review and approve the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to members of the Oversight Committee and the Board of Supervisors every month. The report covers the type of investments in the pool, maturity dates, par value, actual cost and fair value.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**E. Cash and Investments (Continued)**

Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County of Lake's financial statements may be obtained by contacting the County of Lake Auditor-Controller's office at 255 N. Forbes Street, Lakeport, CA 95453.

**F. Receivables**

Receivables consist mainly of intergovernmental and sales tax revenues. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

**G. Inventory**

Governmental fund inventories are recorded as expenditures at the time inventory is purchased rather than when consumed. Records are not maintained of inventory and supplies on hand, although these amounts are not considered material.

**H. Capital Assets**

Capital assets would be valued at historical cost, or estimated historical cost if actual historical cost was not available. Donated property, plant, and equipment would be valued at their estimated fair value on the date donated. Major outlays for capital assets and improvements would be capitalized as projects are constructed.

Capital assets used in operations would be depreciated or amortized using the straight-line method over its estimated useful life in the government-wide financial statements.

At June 30, 2015, the Council did not have any capital assets.

**I. Interfund Transactions**

Interfund transactions are reflected as either loans, services provided or used, reimbursements, or transfers.

Loans reported as receivables and payables are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans) as appropriate and are subject to elimination upon consolidation. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances". Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not in spendable form.

Services provided or used, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. These services provide information on the net cost of each government function and therefore are not eliminated in the process of preparing the government-wide statement of activities.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**I. Interfund Transactions (Continued)**

Reimbursements occur when the funds responsible for particular expenditures or expenses repay the funds that initially paid for them. Such reimbursements are reflected as expenditures or expenses in the reimbursing fund and reductions to expenditures or expenses in the reimbursed fund.

All other interfund transactions are treated as transfers. Transfers between funds are netted as part of the reconciliation to the government-wide presentation.

**J. Unearned Revenue**

Under the accrual and modified accrual basis of accounting, revenue may be recognized only when it is earned. When assets are recognized in connection with a transaction before the earnings process is complete, those assets are offset by a corresponding liability for unearned revenue.

**K. Compensated Absences and Postemployment Benefits**

The Council does not currently have any employees. Therefore, there is no liability for compensated absences or postemployment benefits.

**L. Management Contract**

The Council pays an administration fee to Dow and Associates and Davey-Bates Consulting for all administration and management of the Council. The total amount paid for administration and management for the year ended June 30, 2015 was \$223,050 and was included in expenditures in the nonmajor Administration fund.

**M. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. At June 30, 2015, the Council did not have any deferred outflows of resources.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. At June 30, 2015, the Council did not have any deferred inflows of resources.

**N. Estimates**

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**O. Implementation of Governmental Accounting Standards Board Statements (GASB)**

The following Governmental Accounting Standards Board (GASB) Statements have been implemented, if applicable, in the current financial statements.

**Statement No. 68**, Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27. This statement improves accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local government employers about financial support for pensions that is provided by other entities.

**Statement No. 69**, Government Combinations and Disposals of Government Operations. This statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations.

**Statement No. 71**, Pension Transition for Contributions Made Subsequent to the Measurement Date - an Amendment of GASB Statement No. 68. This statement addresses an issue regarding application of the transition provisions of Statement No. 68.

**NOTE 2: CASH AND INVESTMENTS**

**A. Financial Statement Presentation**

As of June 30, 2015, the Council's cash and investments consisted of the following:

Investments:	
Lake County Treasurer's Pool	\$ 1,521,136
Total Cash and Investments	<u>\$ 1,521,136</u>

**B. Cash**

**Custodial Credit Risk for Deposits** - Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Council will not be able to recover its deposits or collateral securities that are in the possession of an outside party. The Council complies with the requirements of the California Government Code. Under this code, deposits of more than \$250,000 must be collateralized at 105 percent to 150 percent of the value of the deposit to guarantee the safety of the public funds.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2015**

**NOTE 2: CASH AND INVESTMENTS (CONTINUED)**

**C. Investments**

The Council does not have a formal investment policy. At June 30, 2015, all investments of the Council were in the County of Lake investment pool. Under the provisions of the County's investment policy and the California Government Code, the County may invest or deposit in the following:

- US Treasuries and Agencies
- Banker's Acceptances
- Commercial Paper
- Local Agency Investment Fund (LAIF)
- Medium Term Corporate Notes
- Negotiable Certificates of Deposit
- Repurchase Agreements
- California Asset Management Program (CAMP)
- Time Certificates of Deposit
- Shares of Beneficial Interest

**Interest Rate Risk** - Interest rate risk is the risk of loss due to the fair value of an investment falling due to interest rates rising. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. To limit exposure to fair value losses resulting from increases in interest rates, the County's investment policy limits investment maturities to a term appropriate to the need for funds so as to permit the County to meet all projected obligations. The County limits its exposure to interest rate risk inherent in its portfolio by limiting individual maturities to 5 years or less.

**Credit Risk** - Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County's investment policy sets specific parameters by type of investment to be met at the time of purchase. As of June 30, 2015, the Council's investments were all pooled with the County Treasury which is not rated by a nationally recognized statistical rating organization.

**Custodial Credit Risk for Investments** - Custodial credit risk for investments is the risk that, in the event of the failure of a depository financial institution, the Council will not be able to recover its deposits or collateral securities that are in the possession of an outside party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to local government's indirect investments in securities through the use of mutual funds or government investment pools.

**Concentration of Credit Risk** - Concentration of credit risk is the risk of loss attributed to the magnitude of the Council's investment in a single issuer of securities. When investments are concentrated in one issuer, this concentration presents a heightened risk of potential loss. State law and the investment policy of the County contain limitations on the amount that can be invested in any one issuer. As of June 30, 2015, all investments of the Council were in the County investment pool which contains a diversification of investments.



## LAKE COUNTY/CITY AREA PLANNING COUNCIL

### Notes to Basic Financial Statements

For the Year Ended June 30, 2015

#### NOTE 3: NET POSITION

The government-wide fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

- **Net investment in capital assets** - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- **Restricted net position** - consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - all other net position that does not meet the definition of “restricted” or “net investment in capital assets”.

#### Net Position Flow Assumption

When a government funds outlays for a particular purpose from both restricted and unrestricted resources, a flow assumption must be made about the order in which the resources are considered to be applied. When both restricted and unrestricted net position are available, it is considered that restricted resources are used first, followed by the unrestricted resources.

#### NOTE 4: FUND BALANCES

As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which the Council is bound to honor constraints on the specific purposes for which amounts in the funds can be spent. As of June 30, 2015, fund balance for governmental funds is made up of the following:

- **Nonspendable fund balance** - amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and prepaid amounts.
- **Restricted fund balance** - amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- **Committed fund balance** - amounts that can only be used for the specific purposes determined by formal action of the Council’s highest level of decision-making authority. The Board of Directors is the highest level of decision making authority for the Council that can, by adoption of an ordinance commit fund balance. Once adopted, the limitation imposed remains in place until a similar action is taken to remove or revise the limitation. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 4: FUND BALANCES (CONTINUED)**

- **Assigned fund balance** - amounts that are constrained by the Council’s intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose.
- **Unassigned fund balance** - is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The fund balances for all major and nonmajor governmental funds as of June 30, 2015, were distributed as follows:

	<u>Local Transportation Council</u>	<u>State Transit Assistance</u>	<u>Work Program</u>	<u>Regional Surface Transportation Program</u>	<u>Service Authority for Freeway Emergencies</u>	<u>Other Govern- mental Funds</u>	<u>Total</u>
<b>Restricted for:</b>							
Unallocated							
Apportionments	\$ 68,239	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,239
Transportation	<u>428,982</u>	<u>110,744</u>	<u>128,164</u>	<u>65,367</u>	<u>759,079</u>	<u>270,349</u>	<u>1,762,685</u>
Total Restricted	<u>497,221</u>	<u>110,744</u>	<u>128,164</u>	<u>65,367</u>	<u>759,079</u>	<u>270,349</u>	<u>1,830,924</u>
Total	<u>\$ 497,221</u>	<u>\$ 110,744</u>	<u>\$ 128,164</u>	<u>\$ 65,367</u>	<u>\$ 759,079</u>	<u>\$ 270,349</u>	<u>\$ 1,830,924</u>

**Fund Balance Flow Assumption**

When a government funds outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance), a flow assumption must be made about the order in which the resources are considered to be applied. When both restricted and unrestricted fund balance are available, it is considered that restricted fund balance is depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**Fund Balance Policy**

The Board of Directors has not adopted a formal fund balance or minimum fund balance policy by passage of an ordinance.

**NOTE 5: INTERFUND TRANSACTIONS**

Transfers are indicative of funding for capital projects, lease payments or debt service, subsidies of various District operations and re-allocations of special revenues. The following are interfund transfers for fiscal year ended June 30, 2015:

	<u>Transfer In</u>	<u>Transfer Out</u>
Work Program fund	\$ -	\$ 71,737
Administration fund	<u>71,737</u>	<u>-</u>
Total	<u>\$ 71,737</u>	<u>\$ 71,737</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2015**

**NOTE 6: RISK MANAGEMENT**

The Council is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Council is covered under the County of Lake's risk management programs.

**NOTE 7: OTHER INFORMATION**

**A. Subsequent Events**

Management has evaluated events subsequent to June 30, 2015 through April 4, 2016, the date on which the financial statements were available for issuance. Management has determined no subsequent events requiring disclosure have occurred.

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**Required Supplementary Information  
(Unaudited)**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**Local Transportation - Major Special Revenue Fund**  
**For the Year Ended June 30, 2015**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts (Budgetary Basis)</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Local Transportation fund allocation	\$ 1,314,912	\$ 1,306,522	\$ 1,337,614	\$ 31,092
Use of money	-	-	1,552	1,552
<b>Total Revenues</b>	<u>1,314,912</u>	<u>1,306,522</u>	<u>1,339,166</u>	<u>32,644</u>
<b>EXPENDITURES</b>				
Current transportation:				
Planning and administration	344,359	797,103	329,447	467,656
Regional transit services	948,162	869,616	918,162	(48,546)
Pedestrian and bicycle allocation	22,391	22,391	22,391	-
<b>Total Expenditures</b>	<u>1,314,912</u>	<u>1,689,110</u>	<u>1,270,000</u>	<u>419,110</u>
<b>Net Change in Fund Balance</b>	-	(382,588)	69,166	451,754
<b>Fund Balance - Beginning</b>	<u>428,055</u>	<u>428,055</u>	<u>428,055</u>	<u>-</u>
<b>Fund Balance - Ending</b>	<u>\$ 428,055</u>	<u>\$ 45,467</u>	<u>\$ 497,221</u>	<u>\$ 451,754</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**State Transit Assistance - Major Special Revenue Fund**  
**For the Year Ended June 30, 2015**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts (Budgetary Basis)</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
State Transit Assistance fund	\$ 347,435	\$ 349,199	\$ 350,982	\$ 1,783
Use of money	-	-	139	139
<b>Total Revenues</b>	<u>347,435</u>	<u>349,199</u>	<u>351,121</u>	<u>1,922</u>
<b>EXPENDITURES</b>				
Current transportation:				
Regional transit services	<u>347,435</u>	<u>349,199</u>	<u>347,435</u>	<u>1,764</u>
<b>Total Expenditures</b>	<u>347,435</u>	<u>349,199</u>	<u>347,435</u>	<u>1,764</u>
<b>Net Change in Fund Balance</b>	-	-	3,686	3,686
<b>Fund Balance - Beginning</b>	<u>107,058</u>	<u>107,058</u>	<u>107,058</u>	<u>-</u>
<b>Fund Balance - Ending</b>	<u>\$ 107,058</u>	<u>\$ 107,058</u>	<u>\$ 110,744</u>	<u>\$ 3,686</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**Work Program - Major Special Revenue Fund**  
**For the Year Ended June 30, 2015**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts (Budgetary Basis)</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Intergovernmental revenues:				
Local Transportation fund allocation	\$ -	\$ -	\$ 93,000	\$ 93,000
Rural Planning Assistance	296,000	309,552	279,537	(30,015)
Planning, Programming, and Monitoring	64,000	64,574	64,000	(574)
FTA Section 5304	28,772	38,477	38,476	(1)
FTA Section 5311	434,526	434,526	-	(434,526)
State Highway Account	86,316	96,114	51,392	(44,722)
<b>Total Revenues</b>	<u>909,614</u>	<u>943,243</u>	<u>526,405</u>	<u>(416,838)</u>
<b>EXPENDITURES</b>				
Current transportation:				
Overall Work Program:				
600 - Regional planning and intergovernmental coordination	134,022	134,022	132,494	1,528
601 - Transit planning	11,500	11,500	11,500	-
602 - Transit service reliability and performance monitoring	29,004	29,004	24,086	4,918
603 - Lake County active transportation plan	25,663	25,663	11,641	14,022
605 - Federal and state grant preparation and monitoring	30,000	30,000	29,790	210
606 - Transit development plan	43,464	43,464	43,464	-
607 - Special studies	44,996	44,996	36,976	8,020
608 - Planning, programming & monitoring	29,822	29,822	29,714	108
609 - Collision database and analysis	1,100	1,100	-	1,100
610 - Non-motorized transportation	7,500	7,500	7,500	-
611 - Pavement management program inventory update	65,000	65,000	61,737	3,263
612 - Countywide GIS support services	21,576	21,576	6,372	15,204
613 - Transportation information outreach	5,655	5,655	1,843	3,812
614 - Regional transportation plan update	9,337	9,337	9,337	-
615 - City of Clearlake roundabout feasibility study	27,000	27,000	26,387	613
617 - Human services coordinated plan	11,592	11,592	11,592	-
620 - Training	12,702	12,702	1,727	10,975
621 - Lake County Transit energy use reduction plan	101,567	101,567	58,050	43,517
622 - Climate change adaptation pilot project	3,547	3,547	3,547	-
<b>Total Expenditures</b>	<u>615,047</u>	<u>615,047</u>	<u>507,757</u>	<u>107,290</u>
<b>Excess of Revenues Overs (Under) Expenditures</b>	294,567	328,196	18,648	(524,128)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	-	-	(71,737)	(71,737)
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>(71,737)</u>	<u>(71,737)</u>
<b>Net Change in Fund Balance</b>	294,567	328,196	(53,089)	(309,548)
<b>Fund Balance - Beginning</b>	<u>181,253</u>	<u>181,253</u>	<u>181,253</u>	<u>-</u>
<b>Fund Balance - Ending</b>	<u>\$ 475,820</u>	<u>\$ 509,449</u>	<u>\$ 128,164</u>	<u>\$ (309,548)</u>



**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**Regional Surface Transportation Program - Major Special Revenue Fund**  
**For the Year Ended June 30, 2015**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts (Budgetary Basis)</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUES</b>				
Other State grants	\$ 804,915	\$ 804,915	\$ -	\$ (804,915)
Use of money	-	-	714	714
<b>Total Revenues</b>	<u>804,915</u>	<u>804,915</u>	<u>714</u>	<u>(804,201)</u>
<b>EXPENDITURES</b>				
Current transportation: RSTP pass-through	<u>318,568</u>	<u>318,568</u>	<u>692,673</u>	<u>(374,105)</u>
<b>Total Expenditures</b>	<u>318,568</u>	<u>318,568</u>	<u>692,673</u>	<u>(374,105)</u>
<b>Net Change in Fund Balance</b>	486,347	486,347	(691,959)	(1,178,306)
<b>Fund Balance - Beginning</b>	<u>757,326</u>	<u>757,326</u>	<u>757,326</u>	<u>-</u>
<b>Fund Balance - Ending</b>	<u>\$ 1,243,673</u>	<u>\$ 1,243,673</u>	<u>\$ 65,367</u>	<u>\$ (1,178,306)</u>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**Service Authority for Freeway Emergencies - Major Special Revenue Fund**  
**For the Year Ended June 30, 2015**

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
Vehicle registration fees	\$ -	\$ -	\$ 76,868	\$ 76,868
Use of money	-	-	2,616	2,616
<b>Total Revenues</b>	-	-	79,484	79,484
<b>EXPENDITURES</b>				
Current transportation:				
Planning and administration	-	-	25,335	(25,335)
<b>Total Expenditures</b>	-	-	25,335	(25,335)
<b>Net Change in Fund Balance</b>	-	-	54,149	54,149
<b>Fund Balance - Beginning</b>	704,930	704,930	704,930	-
<b>Fund Balance - Ending</b>	\$ 704,930	\$ 704,930	\$ 759,079	\$ 54,149

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Required Supplementary Information**  
**Note to Budgetary Comparison Schedules**  
**For the Year Ended June 30, 2015**

**NOTE 1: BUDGETARY BASIS OF ACCOUNTING**

Formal budgetary integration is employed as a management control device during the year. The Council presents a comparison of annual budgets to actual results for all special revenue funds. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP).

The Council follows these procedures annually in establishing the budgetary data reflected in the financial statements:

- (1) The Executive Director submits to the Board of Directors a recommended draft budget for the fiscal year commencing the following July 1. The budget includes recommended expenditures and the means of financing them.
- (2) The Board of Directors reviews the recommended budget at regularly scheduled meetings, which are open to the public. The Board also conducts a public hearing on the recommended budget to obtain comments from interested persons.
- (3) Prior to July 1, the budget is adopted through the passage of a resolution.
- (4) The Board of Directors may amend the budget by motion during the fiscal year.

The Council does not use encumbrance accounting under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

**NOTE 2: EXPENDITURES IN EXCESS OF APPROPRIATIONS**

For the fiscal year ended June 30, 2015, the Council incurred expenditures in excess of appropriations as follows:

	<u>Appropriations</u>	<u>Expenditures</u>	Excess of Expenditures Over <u>Appropriations</u>
Regional Surface Transportation Program	\$ 318,568	\$ 692,673	\$ 374,105

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## **Combining Nonmajor Fund Financial Statements**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**Special Revenue Funds**  
**June 30, 2015**

	<b>Local Transportation 2% Reserve</b>	<b>Planning</b>	<b>Administration</b>	<b>Transportation Enhancement Act</b>
<b>ASSETS</b>				
Cash and investments	\$ 66,181	\$ 1	\$ 32,325	\$ 6,706
<b>Total Assets</b>	\$ 66,181	\$ 1	\$ 32,325	\$ 6,706
<b>LIABILITIES</b>				
Accounts payable	\$ -	\$ -	\$ 6,669	\$ -
<b>Total Liabilities</b>	-	-	6,669	-
<b>FUND BALANCES</b>				
Restricted	66,181	1	25,656	6,706
<b>Total Fund Balances</b>	66,181	1	25,656	6,706
<b>Total Liabilities and Fund Balances</b>	\$ 66,181	\$ 1	\$ 32,325	\$ 6,706

<b>Consolidated Transportation Services</b>	<b>Totals</b>
<u>\$ 171,805</u>	<u>\$ 277,018</u>
<u><u>\$ 171,805</u></u>	<u><u>\$ 277,018</u></u>
<u>\$ -</u>	<u>\$ 6,669</u>
<u>-</u>	<u>6,669</u>
<u>171,805</u>	<u>270,349</u>
<u>171,805</u>	<u>270,349</u>
<u><u>\$ 171,805</u></u>	<u><u>\$ 277,018</u></u>



**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Combining Statement of Revenues, Expenditures**  
**And Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**Special Revenue Funds**  
**For the Year Ended June 30, 2015**

	<u>Local Transportation 2% Reserve</u>	<u>Planning</u>	<u>Administration</u>	<u>Transportation Enhancement Act</u>
<b>REVENUES</b>				
Intergovernmental revenues:				
Local Transportation fund allocation	\$ 22,391	\$ -	\$ 180,471	\$ -
Use of money	-	-	-	25
<b>Total Revenues</b>	<u>22,391</u>	<u>-</u>	<u>180,471</u>	<u>25</u>
<b>EXPENDITURES</b>				
Current transportation:				
Planning and administration	11,584	-	239,405	-
<b>Total Expenditures</b>	<u>11,584</u>	<u>-</u>	<u>239,405</u>	<u>-</u>
<b>Excess of Revenues Over (Under) Expenditures</b>	10,807	-	(58,934)	25
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	71,737	-
Transfers out	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>71,737</u>	<u>-</u>
<b>Net Change in Fund Balance</b>	10,807	-	12,803	25
<b>Fund Balances - Beginning</b>	<u>55,374</u>	<u>1</u>	<u>12,853</u>	<u>6,681</u>
<b>Fund Balances - Ending</b>	<u>\$ 66,181</u>	<u>\$ 1</u>	<u>\$ 25,656</u>	<u>\$ 6,706</u>

<b>Consolidated Transportation Services</b>	<b>Totals</b>
\$ 55,976	\$ 258,838
443	468
56,419	259,306
-	250,989
-	250,989
56,419	8,317
-	71,737
-	-
-	71,737
56,419	80,054
115,386	190,295
\$ 171,805	\$ 270,349

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## **Schedule of Allocations and Expenditures**

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**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Schedule of Allocations and Expenditures**  
**Local Transportation Fund**  
**For the Year Ended June 30, 2015**

	<b>Beginning Allocations as Adjusted</b>	<b>Allocated</b>	<b>Expended</b>	<b>Rescinded</b>	<b>Ending Allocations as Adjusted</b>
<b>Lake County/City Area Planning Council</b>					
99400(c)	\$ 14,173	\$ 93,000	\$ (93,000)	\$ -	\$ 14,173
99233.1	-	180,471	(180,471)	-	-
99233.3	6,930	22,391	(22,391)	-	6,930
99233.7	-	55,976	(55,976)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Lake County/City Area Planning Council</b>	21,103	351,838	(351,838)	-	21,103
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Lake Transit Authority</b>					
99260(a)	6,293	-	-	-	6,293
99262	10,843	948,162	(918,162)	-	40,843
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Lake Transit Authority</b>	17,136	948,162	(918,162)	-	47,136
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Totals</b>	\$ 38,239	\$ 1,300,000	\$ (1,270,000)	\$ -	\$ 68,239
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

**LAKE COUNTY/CITY AREA PLANNING COUNCIL, CALIFORNIA**  
**Schedule of Allocations and Expenditures**  
**State Transit Assistance Fund**  
**For the Year Ended June 30, 2015**

	<u>Beginning Allocations as Adjusted</u>	<u>Allocated</u>	<u>Expended</u>	<u>Rescinded</u>	<u>Ending Allocations as Adjusted</u>
<b>Lake County/City Area Planning Council</b> 99313.3	\$ -	\$ 347,435	\$ (347,435)	\$ -	\$ -

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## **OTHER REPORT AND SCHEDULES**

- **Other Report**
- **Schedule of Findings and Recommendations**
- **Schedule of Prior Year Findings and Recommendations**



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT  
AUDITING STANDARDS AND THE RULES AND REGULATIONS OF THE  
TRANSPORTATION DEVELOPMENT ACT**

To the Board of Directors  
Lake County/City Area Planning Council  
Lakeport, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and the applicable fiscal audit requirements of the Transportation Development Act including Public Utilities Code Section 99245 and the California Code of Regulations Section 6664, the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Lake County/City Area Planning Council, Lakeport, California (Council), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Council's basic financial statements, and have issued our report thereon dated April 4, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Council's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, we do not express an opinion on the effectiveness of the Council's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and recommendations that we consider to be a significant deficiency. (2015-001)

To the Board of Directors  
Lake County/City Area Planning Council  
Lakeport, California

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Council's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

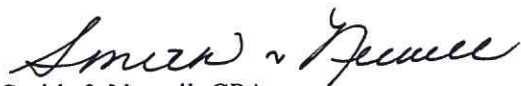
Additionally, we performed tests to determine that allocations made and expenditures paid by the Council were made in accordance with the allocation instructions and resolutions of the Council and in conformance with the California Transportation Development Act. Specifically, we performed each of the specific tasks identified in the California Code of Regulations Title 21, Section 6666 that are applicable to the Council and tests to determine that certain state funds were received and expended in accordance with applicable bond act and state accounting requirements. However, our objective was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported.

**Council's Response to Finding**

The Council's response to the finding identified in our audit is described in the accompanying schedule of findings and recommendations. The Council's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Smith & Newell, CPAs  
Yuba City, California  
April 4, 2016

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Schedule of Findings and Recommendations**  
**For the Year Ended June 30, 2015**

**2015-001 Fund Balance (Significant Deficiency)**

**Condition**

At the time of our audit, we noted that the Council had not adopted a fund balance policy to establish the sequence in which revenues are to be spent in accordance with GASB 54. This is a repeat of a prior year finding.

**Cause**

The Council did not adopt a fund balance policy.

**Criteria**

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB 54 requires that governmental entities change the categories and terminology used to describe the components of fund balance. The new categories and terminology will focus not on financial resources available for appropriation but on “the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent”.

**Effect of Condition**

Without a fund balance policy in place, inconsistencies and misclassifications in the components of fund balance may occur.

**Recommendation**

We recommend that the Council adopt a fund balance policy.

**Corrective Action Plan**

I am happy to report that a draft Fund Balance Policy will be presented to the Lake Area Planning Council (APC) at their April 13, 2016 meeting, at which time I anticipate their approval. If, in fact, the new policy is adopted, I will forward to you immediately. This will fulfill the only finding identified in the 2014-15 Fiscal Audit.

**LAKE COUNTY/CITY AREA PLANNING COUNCIL**  
**Schedule of Prior Year Findings and Recommendations**  
**For the Year Ended June 30, 2015**

<u>Audit Reference</u>	<u>Status of Prior Year Audit Recommendation</u>
<b>2014-001</b>	<b>Fund Balance</b>  <b>Recommendation</b>  We recommend that the Council adopt a fund balance policy.  <b>Status</b>  In Progress



## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

---

**TITLE:** Draft Procurement Policies and Procedures Manual      **DATE PREPARED:** April 5, 2016  
**MEETING DATE:** April 13, 2016

---

**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

---

**BACKGROUND:** The development of a Procurement Policies and Procedures manual governing proper procurement practices in compliance with state and federal regulations is the final task to be completed to satisfy the corrective actions of the Caltrans Pre-Award Audit conducted in January 2014.

Staff originally anticipated completion of the manual by December 31, 2015. The intention all along was to use the procurement manual template, which was included as part of the Rural Counties Task Force (RCTF) RTPA Guidebook. This Guidebook was under development at the time, so we knew timing for an on time completion might be an issue. Staff felt it was important to use the procurement manual from the RTPA Guidebook as a starting point since it was vetted through a number of divisions within Caltrans, including the Division of Audits.

Unfortunately, the RTPA Guidebook was not finalized until July 2015. Delays to the adoption of the RTPA Guidebook and other factors made completion of the document by the December 2015 deadline nearly impossible. On December 8, 2015, I requested an extension until April 30, 2016 to submit the final Procurement Policies and Procedures manual. On December 18, 2016, I received approval of the extension request by Tracy Frost, Acting Chief, Regional Planning Branch of Caltrans.

Lake APC Staff has been working diligently to incorporate recommended funding thresholds for the procurement process into the policies, and reviewing the language and appendices of the document. The RTPA Guidebook template recommended very low dollar amounts for triggering the formal procurement process. The levels recommended by staff in the APC's document still fall at or under the state and federal thresholds, but will keep the dollar amounts high enough that time and money aren't wasted on conducting the detailed solicitation process for smaller projects.

It is with a great deal of excitement that I will present the draft Lake APC Procurement Policies and Procedures manual to the Executive Committee prior to the next Lake APC meeting.

I will be presenting the policies to the Board of Directors on April 13, 2016 including any changes recommended by the Executive Committee. The Final Procurement Policies and Procedures manual will be submitted to Caltrans upon approval of the Lake APC. If the document is not approved, a letter requesting another extension will be required.

---

**ACTION REQUIRED:** Approve Lake APC's Procurement Policies and Procedures Manual for submittal to Caltrans by April 30, 2016.

---

**ALTERNATIVES:** 1) Propose Lake APC staff amend the Procurement Policies and Procedures Manual and present to the Board of Directors in May 2016. 2) Request extension to Caltrans in order to have additional time to finalize manual.

---

**RECOMMENDATION:** Approve the proposed Lake APC Procurement Policies and Procedures Manual as presented and direct staff to submit to Caltrans by April 30, 2016 deadline.



**LAKE COUNTY/CITY AREA  
PLANNING COUNCIL**

REGIONAL TRANSPORTATION PLANNING AGENCY (RTPA)

**PROCUREMENT POLICIES  
&  
PROCEDURES MANUAL**

---

APRIL 13, 2016

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## PART II – SPECIFIC POLICIES AND PROCEDURES

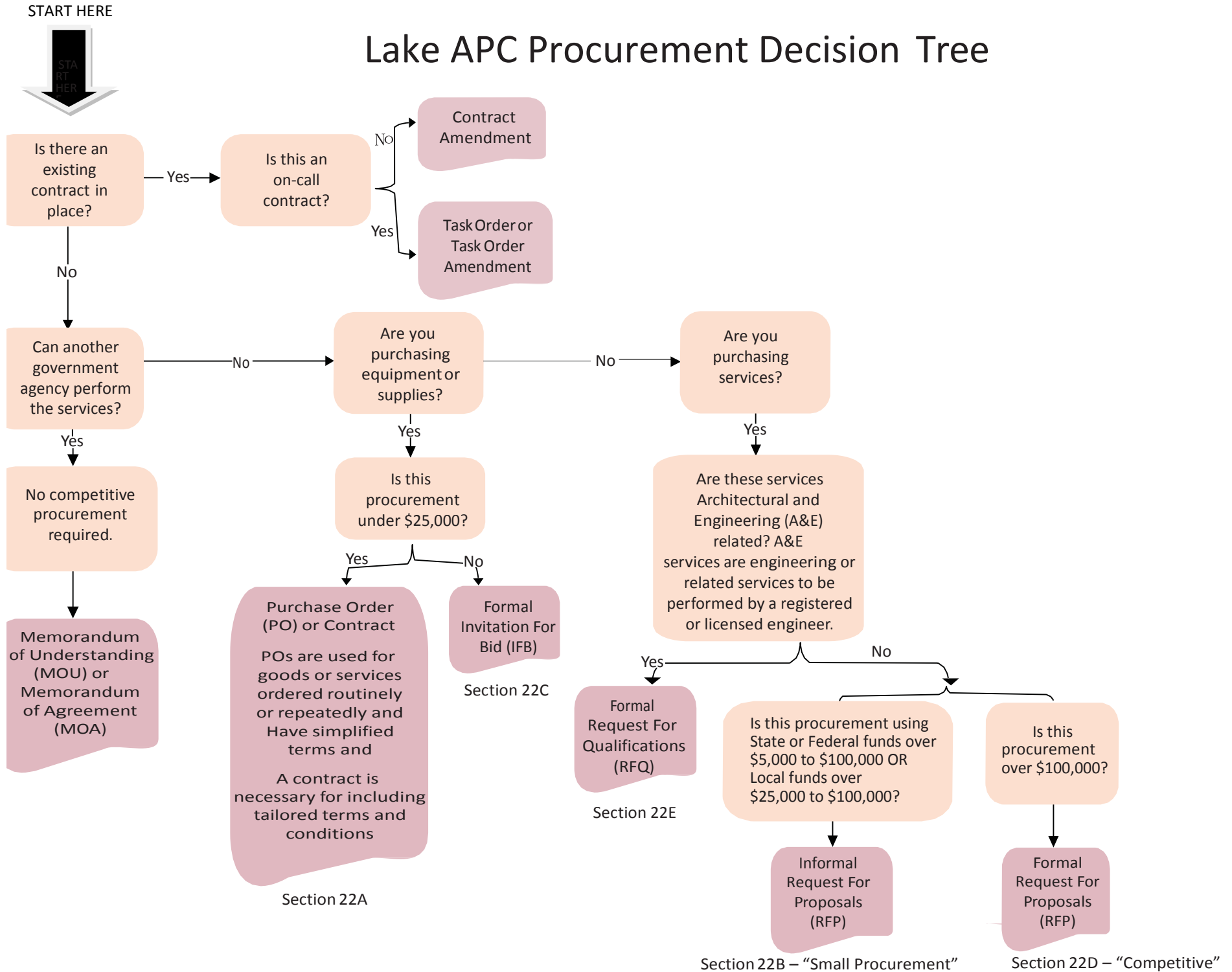
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### **PART III - APPENDICES**

# Lake APC Procurement Decision Tree



## **PART II – SPECIFIC POLICIES AND PROCEDURES**

This manual is based primarily on a template provided by the Rural Counties Task Force, a body that reports to the California Transportation Commission, of which the Lake Area Planning County/City Area Planning Council (Lake APC) is a member. The RTPA Procurement Policies and Procedures Manual template, dated April 15, 2015, was developed as part of an Administrative Guidebook to assist Regional Transportation Planning Agencies (RTPAs) in improving compliance with state and federal requirements.

The thresholds for levels of procurement with state and federal funds have been modified from the template. These modifications to the Rural Counties Task Force draft manual template will increase efficiency, cost effectiveness and timeliness in procuring small contracts, without losing sight of fairness and competition.

Also, provisions have been added for procuring professional services with local funds such as Transportation Development Act (TDA) sales tax revenues. This manual does not cover policies and procedures for micro-purchases, i.e. goods and services \$5,000 or less with Caltrans or federal funds and \$25,000 or less with local funds. These micro-procurements will be subject to administrative decisions by the Executive Director, who may use this manual as guidance and choose to use any of the procedures contained herein, but will not be required to do so.

Part II of this manual contains specific policies and procedures that have been adopted by the Lake County/City Area Planning Council, in its role as the Regional Transportation Planning Agency, identified herein as “Lake APC” or “RTPA.” It is intended for use relative to Non-Infrastructure projects.

For the purposes of this manual, even when not specifically indicated as such, “Executive Director” refers to RTPA Executive Director or designee. State funds are referred to as “Caltrans Funds.”

### **SECTION 001 – BACKGROUND**

This manual sets forth the requirements RTPA uses in the solicitation, award, and administration of its third-party contracts with nongovernmental entities, whether the contract results in revenue or expense to RTPA. These requirements are based on the common grant rules, federal statutes, executive orders and their implementing regulations, FTA policy, FHWA policy, State of California Public Utilities Code, State of California Public Contract Code, State of California Labor Code, RTPA Board and administrative policies, and all other local, state, and federal requirements relating to procurement and applicable to RTPA as a regional public agency. Additionally, general requirements for intergovernmental agreements are included in specific sections.

### **SECTION 002 – REFERENCES**

The following federal and state statutes and regulations are incorporated by reference in this manual to the extent required by law. This is not an exhaustive list of the statutes and regulations:

1. Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), P.L. 102-240
2. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)
3. Sections 4001 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. § 403(11) and 40 U.S.C. § 481(b), respectively
4. OMB Circular 2CFR

5. Executive Order 12612, "Federalism," dated 10-26-87
6. Applicable provisions of the State of California Public Contract Code
7. Applicable provisions of the State of California Labor Code
8. Disadvantaged Business Enterprises (DBE) - 49 C.F.R. Part 26
9. Federal Brooks Act and State Mini-Brooks Act (40 U.S.C. §541 and CA Gov. Code §4525)
10. Federal Funding Accountability and Transparency Act of 2006 (FFATA)
11. 49 USC 53, as amended by MAP-21
12. The Caltrans Master Fund Transfer Agreement
13. Caltrans Local Assistance Programs Manual

### Appendices

- None

## SECTION 003 – APPLICABILITY OF COMPETITIVE PROCUREMENT REQUIREMENTS

The solicitation, award, and administration of third-party contracts must be carried out on a competitive basis, except in the instances set forth below. Competitive procurement requirements apply even if the award will not require RTPA to directly pay any funds to the award recipient. So, for example, competitive procurement requirements apply in situations where the contractor will be paid by commission or fee from a source other than RTPA. Competitive procurement requirements also apply to revenue agreements. If the awardee of RTPA contract will receive compensation from any source as a result of RTPA's award, then a competitive process should be used to ensure fairness. Exceptions are as follows:

1. If the requirements of sole source or limited competition procurement are met as set forth in Section 22.
2. If RTPA chooses to use an alternate procurement method that is authorized for state or local agencies by state or federal law.

### Appendices

- Sole Source Approval Form (Appendix 1)
- Limited Competition Approval Form (Appendix 25)

## SECTION 004 – DEFINITIONS

All definitions in 49 U.S.C. § 5302 are applicable. For purposes of the manual, the following additional definitions are provided:

1. "Approval, Authorization, Concurrence, Waiver" means a deliberate written statement of an official authorized to permit RTPA to take or omit action required by a contract, Board Policy or FTA Circular 4220.1F, which action may not be taken or omitted without additional permission. An oral permission or interpretation has no legal force, authority, or effect.

2. “Best Value” is a competitive, negotiated procurement process in which RTPA reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that it may acquire technical superiority, even if it must pay a premium price. A “premium” is the difference between the price of the lowest-priced proposal and the one that RTPA believes offers the best value. RTPA should disclose these factors in its solicitation.
3. “Bidder” refers to a respondent to a RTPA solicitation document, such as an invitation for bids (IFB) or request for quotes (RFQ), which will lead to a selection based on cost.
4. “Board,” “Commission,” “Owner,” “Grantee,” or “RTPA” means RTPA.
5. “Cardinal Change” means a major deviation from the original purpose of the work or the intended method of achievement or a revision of contract work so extensive, significant, or cumulative that the contractor is required to perform very different work from that described in the original procurement document/contract.
6. “Change Order” means an order authorized by RTPA directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor.
7. “Common Grant Rules” means Department of Transportation (DOT) regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to federally funded agreements.
8. “Constructive Change” means an act or omission that, although not identified by a “change order,” does in fact cause a change in the contract work.
9. “Contract Documents” means all of the contents of the solicitation documents and associated addenda, contract drawings, technical reports, technical specifications, and documented agreements. Said documents shall be considered as part of any contract made pursuant to a solicitation.
10. “Contractor,” “consultant,” “vendor,” or “seller” is the successful bidder or offeror to whom a contract is awarded.
11. “Contracts Officer” means the individual assigned to the procurement who serves as the single point of contact for all correspondence during the procurement and/or contract administration process. This person also is responsible for relating to commercial terms and conditions during the period of performance of the agreement to the consultant or contractor.
12. “Cooperative Agreement” means an instrument by which FTA awards federal assistance to support a project in which it takes an active role or retains substantial control.
13. “Days” means business days unless otherwise specified.
14. “DBE” is the acronym for Disadvantaged Business Enterprise and means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5 of the Code of Federal Regulations (CFR).
15. “Design-Bid-Build Project” means a construction project under which an architect or engineer is commissioned to prepare drawings and specifications under a design services contract, and a separate contract is let for construction by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.
16. “Electronic Commerce (E-Commerce)” consists of electronic techniques, including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.

17. "Executive Director" refers to RTPA Executive Director or designee.
18. "FHWA" refers to the Federal Highway Administration.
19. "FTA" refers to the Federal Transit Administration.
20. "Full and Open Competition" means that all responsible sources are permitted to compete.
21. "Governmental Recipient" means a state or local government, such as RTPA, that receives federal funding and therefore must comply with the Common Grant Rule at 49 CFR Part 18.
22. "Grand Total Bid Price" means the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in the solicitation document, including all addenda, contract drawings, and technical specifications.
23. "Grant" means the instrument by which the FTA awards federal assistance to support a particular project in which the FTA does not take an active role or retain substantial control.
24. "Grantee" means the public or private entity to which a grant or cooperative agreement is awarded. The grantee is the entire legal entity even if only a particular component of the entity is designated in the assistance award document. For the purposes of this policy, "grantee" also includes any subgrantee of the grantee. Furthermore, a grantee is responsible for assuring that its subgrantees comply with the requirements and standards of this policy and that subgrantees are aware of the requirements imposed upon them by federal statutes and regulations.
25. "Hazardous Substances" and/or "Contaminated Materials" means any substance, waste, or material which is determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, and/or the environment, including, but not limited to, all substances, wastes, and materials designated or defined as hazardous, extremely hazardous, or toxic pursuant to Section 311 of the Clean Water Act, 33 USC Sections 1321, et seq., Section 1004 of the Resource and Conservation and Recovery Act, 42 USC Sections 6903, et seq., Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, et seq.; Section 25141 of the Hazardous Waste Control Law, California Health and Safety Code Sections 25117, et seq.; Section 25316 of the Carpenter Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25316; Section 25501 of the Hazardous Materials Release Response Plans and Inventory Law, California Health and Safety Code Sections 25281, et seq., as may be hereinafter amended.
26. "Intergovernmental Agreement" means a contract between RTPA and another governmental entity, such as a Memorandum of Understanding with a municipality, Native American tribe, or public university.
27. "Invitation for Bid" invitation for a firm to provide a firm fixed priced proposal.
28. "Joint Procurement" (sometimes referred to as "cooperative procurement") means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity. A joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract as such a contract is merely assignable to third parties to the extent the parties agree and the original procurement scope and amount are sufficient.
29. "Local Government" means a county, municipality, city, town, township, local public authority, or any agency or instrumentality of a local or regional government. This term does not include a local public institution of higher education.

30. “Master Agreement” means the document incorporated by reference that contains the standard terms and conditions governing the administration of a project supported with state and federal assistance.
31. “Non-RTPA Procurement” means a procurement for which another public entity served as the lead procurement entity and that includes provisions that will allow it to be used by RTPA to contract with one or more specific contractors/vendors using pre-established prices, terms and/or conditions. Examples of such procurements include joint procurements, piggybacks, and state purchasing schedules.
32. “Notice To Proceed (NTP)” is a written notice from the Contracts Officer to a contractor authorizing the contractor to commence work and to start the performance period.
33. “Offeror” or “Proposer” refers to a respondent to a RTPA solicitation document, which will lead to a selection based on qualifications and possibly cost.
34. “Piggybacking” is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.
35. “Property” includes real property consisting of land and buildings, structures, or appurtenances on land, equipment, supplies, other expendable property, intellectual, and intangible property.
36. “Public Transportation” means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, sightseeing, or intercity bus transportation, or intercity passenger rail transportation provided AMTRAK, (or a successor to such entity).
37. “Recipient” means the public or private entity to which the FTA or FHWA awards federal assistance through a grant, cooperative agreement, or other agreement. The term “recipient” includes “grantee,” each member of a consortium, joint venture, team, or partnership awarded FTA or FHWA assistance. Neither a contractor nor a subcontractor is a “recipient.”
38. “Responsible” (Bidder/Offeror) is a contractor, business entity or individual who is fully capable to meet all the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
  - a. FTA defines “responsibility” to be a contractor/consultant who can demonstrate that it possesses the ability to perform successfully under the terms and conditions of the proposed procurement.
39. “Responsive” (Bidder/Offerer) is a contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.
  - a. FTA defines “responsive” – if an offer conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offerer other than on matters that may be deemed inconsequential in nature, the offer is responsive.
40. “Revenue Contract” means a contract with the primary purpose of producing revenues or creating business opportunities involving the use of FTA- or FHWA-assisted property.
41. “Solicitation Documents” refers to the packet of materials provided to prospective consultants or contractors in the form of an IFB, request for proposal (RFP), and RFQ, etc., requesting a responsive bid, proposal, or a statement of qualifications.

42. “State” means any of the several states of the United States, District of Columbia, the Commonwealth of Puerto Rico, any territory of the United States, or any agency or instrumentality of a state exclusive of local governments. “State” does not include a county, municipality, city, town, township, local public authority (which includes any public and Indian housing agency under the United States Housing Act of 1937), school district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity (such as a regional transit authority), or any agency or instrumentality of a local government.
43. “State or Local Government Purchasing Schedule or Purchasing Contract” means an arrangement between state or local government with multiple vendors in which vendors agree to provide an option to the state or local government entities to acquire specific property or services in the future at established prices.
44. “Task Order” means a contract document that is issued under a master or umbrella contract to dole out work to a consultant in phases, or in the case of an on-call contract, for severable projects.
45. “Third-Party Contract” refers to any purchase order (PO) or contract awarded by RTPA to a consultant, vendor, or contractor.
45. “UDBE” is the acronym for Underutilized Disadvantaged Business Enterprise and are the DBE groups that have been determined in an applicable disparity study to have a statistically significant disparity in their utilization in previously awarded transportation contracts.
46. “U/DBE” is the acronym used when DBE and UDBE groups are being referred to collectively or interchangeably.
47. “Written Order” means a written order signed by the Executive Director, or properly authorized representative or agent, mailed to the contractor at the address designated in his bid or to such other address he may designate in writing as its official place of business.

## Appendices

- None

## SECTION 005 – CONFORMANCE WITH THE LAW AND RTPA POLICIES AND PROCEDURES

RTPA should use procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal and state law. RTPA’s policies require all competitive procurements to commence with a Procurement Requisition form and a Method of Procurement Selection (MOPS) form providing the Contracts Officer with the information necessary to make a purchase. Section 036 (Procurement Requisitions) of this manual provides additional information regarding these forms. All procurements and contracts must be approved in accordance with RTPA’s policies concerning delegation of authority.

(See Section 032 Delegation of Authority of this manual for additional information.)

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Procurement Requisition Form (Appendix 2)



## **SECTION 006 – CONTRACT DEVELOPMENT and ADMINISTRATION**

1. For purchases involving no federal funds and that do not need any specialized terms and conditions regarding matters such as allocation of risk or liability due to the nature of the procurement and not exceeding \$25,000, a Purchase Order (PO) may be used after completion of the Purchase Order Checklist. For purchases involving federal funds, all applicable federal requirements and certifications are required for the P O or contract. For purchases exceeding \$25,000, a contract should be used in order to ensure provisions are included to protect RTPA’s interests. RTPA will implement a contract development and administration process that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or POs.
2. Prior to any contract development, a scope of work must be prepared in order to determine what procurement method and type of contract document will be used and fill out the MOPS form. In addition, an independent cost estimate (ICE) must be prepared for all procurements. The person responsible for developing the ICE form must be free from financial and organizational conflicts of interest. In order to avoid the perception that the person who approved the ICE form for a project may improperly bias the cost or price negotiations with the contractor/consultant/vendor selected for award, it is advisable that a different person than the one responsible for approval of the ICE have primary responsibility for any contract negotiations that may be needed.
3. In order to determine what type of contract payment type should be stated in the procurement and included in the contract language, the Contracts Officer will use the Contract Payment Type Selection Form and select the applicable language from the contract boilerplate options.

### **Appendices**

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary and Staffing Plan (Appendix 24)
- Purchase Order Checklist (Appendix 31)

## **SECTION 007 – STANDARD OF CONDUCT FOR PERSONS INVOLVED IN PROCUREMENT**

RTPA staff is required to follow RTPA Standard of Conduct Policy when carrying out procurement or contracting functions. If non-RTPA staff is used to evaluate proposals or bids, those persons should be provided a Declaration Concerning Conflicts for Evaluators.

### **Appendices**

- Standard of Conduct Policy (Appendix 3)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)

## **SECTION 008 – STATEMENT OF NECESSITY TO ENSURE MOST EFFICIENT AND ECONOMIC PURCHASE**

It is RTPA policy to review proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The Contracts Officer will review all requisitions for compliance with this policy.

1. RTPA adopts adequate procedures for determining the types and amounts of property and services it needs to acquire. These procedures will avoid the purchase of unnecessary property and services not needed (including duplicates and quantities or options not intended to be used). RTPA monitors compliance of these procedures by determining what is necessary, current, and reasonably expected at the time the contract was executed.
  - a. RTPA may not add quantities or options to contracts solely to permit assignment to another party at a later date. These limits on assignments do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.
  - b. If the quantity of property or services reasonably believed as needed at the time of contract award changes, RTPA may assign its unneeded contract authority to another entity.
2. RTPA considers procurement size on whether to consolidate or break out the procurement to obtain a more economical purchase.
  - a. When economically advantageous to enter into joint procurements with other government agencies, RTPA may be responsible for undertaking the joint procurement and may, upon contract award, assign to the other participants responsibilities for administering those parts of the contract affecting their property or services.
  - b. RTPA may break out procurements into smaller amounts to provide greater opportunities for DBEs, small and minority firms to participate. RTPA will not split a larger procurement merely to gain the advantages of small purchase procedures.
3. RTPA contracts may include options to ensure the future availability of property or services so long as it is able to justify them as needed for its projects. An option, for a specified time, may allow RTPA to acquire more than what was originally procured or also may extend the term of the contract. To be used without being considered a sole source, however, such options must be evaluated as part of the selection or low bid determination process.
4. To obtain the best value, RTPA reviews lease versus purchase alternatives and if necessary, obtains an analysis to determine the more economical alternative. Before leasing an asset, RTPA makes a written comparison of the cost of leasing compared with purchasing or constructing the asset. Costs used in the comparison are reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.
5. RTPA is responsible for preparing specifications that describe its needs, while assuring that those specifications are not exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of federal laws or regulations. The specifications describe the property or services to be procured and state how the bids and/or proposals will be evaluated.

### **Appendices**

- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)

## **SECTION 009 – USE OF OTHER NON-RTPA PROCUREMENTS**

Public Utilities Code section 132352.4(b)(2) states that RTPA is permitted to contract in conjunction with other government agencies without utilizing competitive procurement procedures. This exception to competitive procurement is not permitted when FTA or FHWA funds will be utilized to carry out the project unless the procuring agency followed federal procurement requirements. The requirements and standards of this manual apply to procurements entered into under such agreements. If evidence that a competitive procurement process was followed by the procuring agency is sufficient, and no federal or Caltrans funds will be used, then purchases under another entity's procurement are allowable as long as various requirements are met if federal or Caltrans funds are utilized, additional requirements must be met. In all cases a market, price or cost analysis must be performed and documented to establish the amount that will be paid at the time of purchase will be fair and reasonable per Master Fund Transfer agreement provision, CFR 49 18.36 (f)(1).

### **Resource(s)**

- FTA Best Practices and Procedures Manual, Chapter 6 and Appendix B16

## **SECTION 010 – THRESHOLD DETERMINATIONS CONCERNING CONTRACTORS/CONSULTANTS/VENDORS**

There are several determinations that must be made by the Contracts Officer before a contractor, consultant, or vendor can be procured and/or utilized, whether or not the procurement is competitive. A discussion of these issues follows.

### **Conflicts of Interest**

1. A contractor is eligible for an award by RTPA so long as the procurement in question does not create an actual, potential, or apparent conflict of interest. A prohibited conflict of interest exists when a firm is or may be unable to render impartial, objective assistance or advice to RTPA or where a firm would receive an unfair competitive advantage. Prohibited conflicts of interest include, but are not limited to, the following situations:
  - a. If the selected consultants and/or subconsultants will be assisting RTPA in the preparation of one or more documents that will be used for a future solicitation, assisting RTPA evaluate the work of others on the project, or designing the specifications for a future project, the consultant team selected will not be allowed to participate as a proposer or join a team submitting a proposal in response to future solicitation(s) because this could cause an organizational conflict to arise.
  - b. A consultant that provides legal, lobbying, auditing, or public relations services to an entity with a conflicting position from RTPA or with whom RTPA is in or previously was in litigation, may be precluded from providing services to RTPA if RTPA believes the consultant may not be able to render impartial advice or provide effective advocacy on behalf of RTPA.
2. A notice of potential for conflict of interest shall be included within any solicitation document issued by RTPA.
3. For purposes of this section of the manual, a “firm” is defined as any company or family of companies where there is a single parent board of directors or staff of officers who can influence the policies and actions of the design company.
4. For purposes of this section of the manual, “ineligible” shall include the prime contractor for the services, subcontractors for portions of the services, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise.

5. If there is any doubt by a firm regarding a potential conflict of interest for a specific project or function, the appropriate member of management staff, depending on type of project, will (upon written request) provide a written ruling. Contractors should be encouraged to use this procedure prior to submittal of a bid or proposal. In the event a conflict of interest is determined to exist, a written appeal may be made by the affected firm to the Executive Director within five calendar days of notice from RTPA of the conflict. The Executive Director will determine the adequacy of the appeal and make a subsequent final decision. No further appeal shall be considered.
6. Waiver of any actual, potential, or apparent conflict of interest that may exist or arise as a result of concurrent legal representation of RTPA and parties whose interests may conflict shall be decided by the Executive Director in consultation with Legal Counsel.

### **Debarment**

7. Prior to doing business with a firm, the Contracts Officer must verify that the firm has not been debarred by RTPA or any of the agencies funding the procurement and add documentation of the debarment check to the contract file.

### Procurements That Will Give Consultants Project Management Responsibilities

8. If a procurement's scope of work will include allocation of project manager types of responsibilities or any other responsibilities that will call for a consultant's or subconsultant's staff to prepare an ICE or Record of Negotiation (RON) or negotiate contract terms on behalf of RTPA, the persons on the consultant's staff who will perform these responsibilities will need to fill out a disclosure of financial interests (Form 700) and be free of any conflicts of interest. If the scope of work will include such responsibilities, the Contracts Officer should inform Legal Counsel so that an attorney can provide appropriate terms and conditions to protect RTPA interests for insertion in the contract.

### Procurements That Will Allow Use of RTPA Office Space by Non-RTPA Staff

9. If a procurement will call for the contract awardee to house any staff at RTPA, the Contracts Officer should consult with Legal Counsel so that appropriate terms and conditions to protect RTPA interests are inserted in the contract.

### **Appendices**

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## **SECTION 011 – CONTRACT AWARDS TO RESPONSIVE AND RESPONSIBLE BIDDERS/OFFERORS**

1. RTPA will make awards only to responsible bidders/offerors who submit responsive proposals/bids and who can demonstrate they possess the ability to perform successfully under the terms and conditions of a proposed procurement.
2. RTPA may award a contract to other than the lowest bidder. RTPA may include a statement in the solicitation reserving the right to award the contract to other than the low bidder or offeror.
3. RTPA will award only to “responsive and responsible” contractors that it believes possess the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. RTPA determines responsiveness and responsibility after receiving bids or proposals and before making contract award. A bidder/offeror must demonstrate affirmatively to RTPA that it qualifies as “responsible” and that its proposed subcontractors also qualify as “responsible.” To determine that a bidder/offeror is “responsive and responsible,” RTPA, at a minimum, will determine and ensure that the bidder/offeror satisfies the following criteria:

- a. Has no known record of dissatisfactory integrity or improper business ethics;
  - b. Is neither debarred nor suspended from federal programs under DOT regulations, “Nonprocurement Suspension and Debarment;”
  - c. Bidder/offeror confirms that it is in compliance with the Common Grant Rules’ affirmative action and FTA’s DBE requirements;
  - d. Bidder/offeror confirms it is in compliance with the public policies of the federal government;
  - e. Has the necessary organization, experience, accounting, and operational controls and technical skills (or the ability to obtain them);
  - f. Is in compliance with applicable licensing and tax laws and regulations;
  - g. Has, or can obtain, sufficient financial resources to perform the contract;
  - h. Has, or can obtain, the necessary production, construction, and technical equipment and facilities;
  - i. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; and
  - j. Is able to provide a satisfactory current and past performance record in view of its records of long-time performance or performance with a predecessor entity, including key personnel with adequate experience, a parent firm with adequate resources and experience if applicable, and key subcontractors with adequate experience and past performance and past experience in carrying out similar work, with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations.
4. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be nonresponsible unless RTPA determines that the circumstances were beyond the bidder’s or offeror’s control or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance.
  5. RTPA may consider the number of the bidder’s or offeror’s contracts involved and the extent of deficient performance in each contract when making the responsibility determination. RTPA maintains the right to reject all bids or proposals submitted in response to IFB or RFPs.
  6. All requisitions resulting in the formal procurement process of an IFB, RFQ, or RFP should document the award to a responsive and responsible contractor through use of checklists, reference checks, recommendation memo, or other contract file documentation and, at a minimum, should include the following applicable items:
    - a. Review “Responsibility” Requirements. Before selecting a contractor for award, RTPA must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
    - b. Perform a reference check of an adequate number of references and complete the applicable reference check form.
    - c. Review the federal debarred/suspended contractor listing at: <http://sam.gov/portal/public/SAM>. RTPA may collect a debarment and suspension certification from the prospective contractor or include a clause in the contract requiring disclosure. RTPA checks the System for Award Management (SAM) before awarding a contract.
    - d. Review the State debarred/suspended contractor listing at: <http://www.dir.ca.gov/DLSE/Debar.html>. RTPA treats any proposer listed on the debarment and suspension list as nonresponsible and ineligible for award.

7. For all contracts in excess of \$500,000, the following uniform system of determining whether or not a bidder/offeror is “responsive and responsible” may be applied. Following is a nonexclusive list of factors in relation to the work to be performed for the project:
  - a. Financial Requirements:
    - i. Bidders/offerors shall have evidence of the availability of working capital;
    - ii. The largest value of all work any bidder/offeror has had under contract over a previous similar time frame as the subject contract shall meet or exceed the total amount of the bid;
    - iii. The dollar value of at least one of the previous individual contracts listed shall be at least 50 percent of the dollar value bid on the RTPA contract; and
    - iv. The bidder/offeror shall have successfully completed contracts during the previous five years that together exceeds five times the annual value of the RTPA contract.
  - b. Experience Requirements:
    - i. The bidder/offeror must demonstrate organization experience on work similar to RTPA contract by submitting a list, covering at least the previous five years, of all projects of any type that have been completed or are under construction. The list shall contain a name, title, address, and phone number for agency/firm staff to contact to verify the contract details;
    - ii. The bidder/offeror shall demonstrate individual experience by submitting a list of all officers, superintendents, and engineers who will be involved in RTPA contract. These key personnel shall have at least three years experience on contracts where the work is similar to RTPA contract and shall have been employed by the bidder/offeror for at least two years before RTPA contract bidding date. The individuals listed shall have been involved at the same level of responsibility on successfully completed contracts during the previous five years that together exceeds the value of RTPA contract. A résumé for each individual listed shall include the name, title, address, and phone number of an individual or organization who can verify the individual’s experience;
    - iii. The bidder/offeror shall submit a summary of all claims made in the last five years arising out of previous contracts listed (this summary shall include all claims by owner against bidder or bidder against owner and the final status of each claim);
    - iv. The bidder/offeror shall state whether or not it has defaulted on a project within the last two years;
    - v. The bidder/offeror shall list any violation of the apprenticeship requirements under a State Business and Professions Code of Labor Code found by an appropriate authority within the last two years;
    - vi. The bidder/offeror shall state whether they have been found guilty of failure to pay required prevailing wages on a public contract within the last two years;
    - vii. The bidder/offeror shall state whether they have been formally found to be a nonresponsive bidder, for reason other than being nonresponsive by a public agency within the last two years;
    - viii. The bidder/offeror shall list how many projects the bidder will be working on in conjunction with RTPA project;
    - ix. The bidder/offeror shall state whether they have ever been terminated by an owner or client or rejected from bidding on a public works project in the last five years;
    - x. The bidder/offeror shall state whether a surety ever completed any portion of the work on the bidder’s project within the last five years;
    - xi. The bidder/offeror shall state whether the bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explain the circumstances; and

- xii. For all items identified under this subsection, the bidder/offeror shall provide name of owner, title of project, contract amount, location of project, date of contract, and name of bonding company.
- c. Reporting Forms:
- i. In order to demonstrate that RTPA financial and experience requirements are met, the bidders/offerors shall submit, when requested by RTPA, a Contractor's Statement of Experience and Financial Condition prepared by the bidder/offeror and a financial statement prepared by an independent auditor, both verified under oath, shall meet RTPA's requirements.
  - ii. Failure to provide accurate information relative to its financial status or experience may result in the debarment of the bidder/offeror from future RTPA work.
  - iii. RTPA will make its determination of responsiveness and responsibility based upon information submitted by bidders/offerors, and, if necessary, interviews with previous owners, clients, design professionals, or subcontractors with whom the bidder/offeror has worked, including RTPA project managers. If a nonresponsive or nonresponsible offeror submits additional evidence within the time limitation provided by RTPA, then that additional evidence should be considered by the director in making the recommendation to the Executive Director regarding determination of the bidder/offeror that should be awarded the contract.
8. The methods above may be employed at the discretion of the Contracts Officer to include the requesting of a Dun & Bradstreet (<http://www.dnb.com/government>) financial report on the low bidder (IFB) or highest evaluated offeror(s) (RFP). All methods employed must be documented and contained in the contract file.

## Appendices

- Contractor's Statement of Experience and Financial Condition (Appendix 4)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)

## SECTION 012 – WRITTEN RECORD OF PROCUREMENT HISTORY

RTPA will maintain and make available to authorized agencies, records detailing the history of a procurement. At a minimum, these records should include:

1. The rationale for the method of procurement: RTPA provides the rationale it used for each contract, including a limited competition or sole source justification for any acquisition that does not qualify as competitive;
2. Selection of contract payment type: RTPA states the reasons for selecting the contract type it used, such as fixed-price or cost reimbursement;
3. Reasons for contractor selection or rejection: RTPA states its reasons for contractor selection or rejection and includes a written responsibility determination for the successful contractor; and
4. The basis for the contract price: RTPA evaluates and states its justification for the contract cost or price.

The determination for items 1 and 2 above will be made through the use of the Method of Procurement form or equivalent documentation to the contract file. In addition, any Board agenda report requesting approval to award a third-party contract or recommendation memo will serve as a record detailing procurement history. For item 3, a recommendation memo is used to justify contractor selection. For item 4, the justification for a procurement cost can be detailed in the Independent Cost Estimate (ICE) document.

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)

## SECTION 013 – USE OF TIME-AND-MATERIAL CONTRACTS

RTPA will use time-and-material type contracts only:

1. After a determination that no other type of contract is suitable; and
2. If the contract specifies a ceiling price that the contractor shall not exceed the amount except at its own risk.

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)

## SECTION 014 – VARIATIONS FROM PROCEDURES

1. Nothing herein is intended to limit the Executive Director's authority to determine not to make a contract award if he/she determines that the bids/proposals received or contract terms negotiated by RTPA staff are not in RTPA's best interests.

## Appendices

- None

## SECTION 015 – WRITTEN PROTEST PROCEDURES

RTPA has written protest procedures to handle and resolve disputes relating to its procurements. There are separate procedures related to protests involving the Disadvantaged Business Enterprises provisions in procurements and contracts. All protest decisions must be in writing. For FTA- or FHWA-funded procurements, RTPA will disclose all information regarding the protest in a timely manner in its next quarterly milestone progress report and at its next project management oversight review. A protestor must exhaust all administrative remedies by pursuing RTPA's protest procedures to completion before appealing the decision to the FTA. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of RTPA to have written protest procedures or alleged failure to follow such procedures. An appeal to the FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date when the protestor has received actual or constructive notice of RTPA's final decision.

1. RTPA's role and responsibilities with regard to the FTA when there is a protest on FTA-funded procurements:
  - a. RTPA will provide copies of all protests and any or all related supporting documents for protests that have a value exceeding \$100,000, or; involve a controversial matter, irrespective of amount, or; involve a highly publicized matter, irrespective of amount.



- b. RTPA will provide a brief description of the protest; the basis of disagreement, and; if open, how far the protest has proceeded, or; if resolved, the agreement or decision reached, and; whether an appeal has been taken or is likely to be taken.
  - c. When RTPA denies a bid protest, and especially if an appeal to the FTA is likely to occur, RTPA will inform the FTA regional administrator for the region administering a regional project or the FTA associate administrator for the program office administering a headquarters project directly.
2. The FTA’s role and responsibilities with regard to FTA-funded procurements in the appeals process for reviewing protests state that the protester must qualify as an “interested party,” which is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract.
- a. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
  - b. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
  - c. An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

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

## Appendices

- Protest Procedures for Procurements (Appendix 5)
- DBE Complaint Procedures (Appendix 32)

## SECTION 016 – CHANGES AND MODIFICATIONS

RTPA is responsible for issuing, evaluating, and making necessary decisions involving any change to its contracts, amendments, any change orders, or modifications. It also will evaluate and make the necessary decisions involving any claim of a constructive change to a contract. Changes and modifications will be evaluated to ensure that if they will constitute a sole source, applicable sole source documentation is prepared. In addition, an ICE will be prepared and the project manager will document negotiations of prices, costs and/or profit mark-up.

RTPA will have cost justifications supporting each change order it may issue and approve any proposed change order before it is issued. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of any applicable grant, cooperative agreement, or other funding restriction and must be reasonable for the completion of project scope.

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

## **SECTION 017 – DISPUTES**

RTPA has written procedures to handle and resolve disputes relating to contract provisions. All disputes must be in writing by contractors/consultants. Adequate documentation must be submitted by the contractor/consultant documenting the facts, events, negotiations, and/or applicable laws establishing the grounds for the dispute.

RTPA will notify the FTA about disputes on FTA-assisted procurements that have a value exceeding \$100,000 if the FTA funding could be used to resolve the dispute. Upon request from the FTA, RTPA will provide a brief description of the dispute; basis of disagreement, and; if open, how far the dispute has proceeded, or; if resolved, the agreement or decision reached, and; whether an appeal has been taken or is likely to be taken.

This information will be provided to the FTA as applicable in RTPA's next quarterly milestone progress report and in the next project management oversight review, if any.

### **Appendices**

- None

## **SECTION 018 – CONTRACT PERIOD OF PERFORMANCE LIMITATION**

Except for procurements of rolling stock and replacement part contracts, which are limited on federally funded procurements to five (5) years, RTPA's other contracts (such as property, services, leases, construction, revenue) are not limited by federal requirements to the five-year limit.

Even if a federal time limit is not applicable, however, RTPA staff will use sound business judgment and be judicious in establishing, extending, and documenting a contract's period of performance. Generally, RTPA's standard maximum contract length will not exceed five (5) years, inclusive of options, unless the reason for a longer term is documented in the contract folder. Contracts may be awarded with periods of performance in excess of five years if prior concurrence by the Executive Director in consultation with Legal Counsel is documented. This requirement applies to the initial contract and contract extensions or renewals beyond a five-year term. The same process also is required for the exercise of an option which will extend the contract's period of performance beyond five years.

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. RTPA staff should consider competition, pricing, fairness, and public perception when making decisions regarding the term of a contract. Particular attention should be paid when the procurement provides for on-call services on a wide range of services for more than three years. Such procurements limit the firms eligible for award to a specific list of on-call firms and may lead to missed opportunities for better pricing and/or experience from other firms that have been established or have gained the necessary experience to be eligible for award if a new procurement was issued at a sooner interval. RTPA staff will document its rationale for determining the performance period designated for each contract.

RTPA considers contract time extensions in light of whether they are permissible changes or impermissible cardinal changes. Once it awards the contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

Contract Extensions must be executed prior to the expiration date of the original contract.

## Appendices

- Sole Source Approval Form (Appendix 1)

### **SECTION 019 – ASSIGNMENT OF CONTRACT RIGHTS, JOINT PROCUREMENTS, AND INTERGOVERNMENTAL PROCUREMENT**

RTPA limits its procurements to the amount 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. Advertised quantities and dollar amounts should be justifiable.

When RTPA solicits, competes, and awards through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the solicitation and the contract award should both contain a minimum and maximum quantity that represents reasonably foreseeable needs.

Should RTPA find that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to other public agencies if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded or contains other appropriate assignment provisions. This process is sometimes referred to as “piggybacking.”

1. In cases where RTPA finds it useful to “piggyback” off of another public entity’s procurement, it first has to determine the contract price remains fair and reasonable and the negotiated contract provisions are adequate for compliance with all federal requirements if the contract will use federal funds. RTPA need not perform a second price analysis if a price analysis was performed for the original contract in the previous 12 months, however, RTPA staff will still need to determine whether the contract price or prices originally established are still fair and reasonable before using those rights by performing an analysis. RTPA is then responsible for ensuring the contractor’s compliance with the FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications, if applicable. RTPA staff should review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities it is seeking, do not exceed the amounts available under the entity assigning the contract.
2. Piggybacks and assignments may limit choices to specific property and services acquired. RTPA may choose to instead use joint procurements by combining or “pooling” procurements to obtain better pricing. Joint procurements are often more desirable than assignments because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement also may offer the advantage of permitting the parties to acquire property and services more closely responsive to each purchaser’s material requirements than would be available through assignment of existing contract rights. However, if RTPA and another party jointly solicit and award an IDIQ contract, the joint minimum and maximum quantities are expected to be stated in the solicitation and contract.
3. Non-RTPA procurements are procurements for which another public entity served as the lead procurement entity and that include provisions that will allow the procurement to be used by RTPA to contract with one or more specific contractors/vendors using pre-established prices, terms and/or conditions. Examples of such procurements include joint procurements, piggybacks, and state purchasing schedules. When obtaining property or services in this manner, RTPA staff should ensure that all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included in the master intergovernmental contract or in RTPA contract as applicable. When buying from a purchasing schedule, and as applicable, RTPA will obtain Buy America certification before entering into the contract or PO. If the product is not Buy

America-compliant, RTPA should obtain a waiver from the relevant federal agency before proceeding if the procurement will be federally funded.

## Appendices

- None

## SECTION 020 – COMPETITION

This section is composed of the following subsections:

- 020A Full and Open Competition
- 020B Prohibition Against Geographic Preferences
- 020C Written Procurement Selection Procedures
- 020D Pre-Qualification Criteria

## SECTION 020A – FULL AND OPEN COMPETITION

RTPA will provide for full and open competition when soliciting bids or proposals. All procurement transactions, excluding approved limited competition or sole source procurements, will be conducted in a manner providing full and open competition consistent with this manual. Some of the situations that may be considered to be restrictive of competition include, but are not limited to:

1. Unreasonable requirements placed on contractors in order for them to qualify to do business;
2. Unnecessary experience and excessive bonding requirements;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive awards to any person or firm on retainer contracts;
5. 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 the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
6. The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and
7. Any arbitrary action in the procurement process.

RTPA will adhere to these principles of competition:

1. Fundamental to the use of any procurement method is the principle of full and open competition. The availability of suppliers who are willing to compete for a procurement is essential for the effective use of small purchase procedures, formally advertised procurements (IFBs), or negotiated procurements (RFPs and RFQs).
2. Competition in procurement is defined as a condition where at least three sources are able to compete for a requirement, both in price and technical skills.
3. An attempt to get at least three quotes or bids is required for RTPA's competitive procurements.
4. RTPA will not fund procurements that restrict competition by utilizing exclusionary or discriminatory specifications. These include:

- a. Placing unreasonable requirements on firms by specifying technical features, conditions, or other factors for which there is insufficient operational justification of legitimate need;
  - b. Allowing noncompetitive practices between firms (collusion, price fixing);
  - c. Conflicts of interest within RTPA; and
  - d. Requiring unnecessary experience and bonding.
5. By working throughout the procurement process to encourage full and open competition among potential contractors, RTPA will assure that both its interests and those of the state and federal government are protected and that RTPA is getting a fair return on the expenditure of federal, state, and local tax dollars.
  6. Less than full and open competition is not justified based on failure to plan or limited availability of federal assistance to support the procurement (for example, expiration of federal assistance previously available for award). When less than full and open competition is available to RTPA on a federally-funded procurement, the common grant rule requires RTPA to:
    - a. Solicit offers from as many potential sources as is practicable under the circumstances;
    - b. Provide a sole source or limited competition justification. If RTPA decides to solicit an offer from only one source or use a limited competition procurement, it must justify its decision adequately and in writing;
    - c. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits; and
    - d. Submit the proposed procurement for pre-award review if a federal agency so requests.

## Appendices

- Section 022I of this manual
- Sole Source Approval Form (Appendix 25)
- Limited Competition Approval Form (Appendix 10)

## **SECTION 020B – PROHIBITION AGAINST GEOGRAPHIC PREFERENCES IN FEDERALLY FUNDED PROCUREMENTS**

RTPA will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals if federal funds will be used, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. This does not preempt state licensing laws; however, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

## Appendices

- None

## **SECTION 020C – WRITTEN PROCUREMENT SELECTION PROCEDURES**

RTPA will have written selection procedures in its solicitations. All solicitations should:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description should not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, should set forth those minimum characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should 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. RTPA will use a “brand name or equal” description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, use of “brand name or equal” must carefully identify its minimum needs and clearly set for those salient physical and functional characteristics of the brand name product in the solicitation.
2. Identify all requirements that bidders/offerors must fulfill and all other factors to be used in evaluating bids or proposals.
3. If a multiple-award on-call procurement is utilized, the solicitation must identify the requirements and criteria that will be used to select a specific firm for a specific project or task order so that notice is provided to competing firms of RTPA’s selection procedures.

## Appendices

- None

## SECTION 020D – PREQUALIFICATION CRITERIA

RTPA does not typically use a prequalification process, except in the case of major projects that will exceed \$5,000,000. RTPA will not, however, preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date, unless a determination has been made based on sufficient evidence that the bidder is not responsible. For procurements in excess of \$5,000,000 that will utilize a prequalification process, RTPA will take measures to confirm that its list of prequalified persons or firms that are used in acquiring goods and services are current and include enough qualified sources to ensure full and open competition. Firms that choose to prequalify will be asked to submit documentation, including a completed Contractor’s Statement of Experience and Financial Condition.

## Appendices

- Contractor’s Statement of Experience and Financial Condition (Appendix 4)

## SECTION 021 – BEST VALUE

RTPA may award a contract to a proposer who provides the greatest value. “Best Value” describes a competitive, negotiated procurement process in which RTPA reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that it may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest-priced proposal and the one that RTPA believes offers the best value. RTPA bases its determination of which proposal represents the best value on an analysis of the tradeoff of qualitative technical factors and price or cost factors. The documentation and analysis establishing best value should be documented in the RFP for small procurements, which includes the score sheets used to evaluate proposers on small procurements and establishes which proposer will provide the best value to RTPA for all procurements under the applicable small purchase threshold.

For procurements in excess of the small procurement threshold, the contract file should contain documentation in the evaluation factors within the solicitation and relevant score sheets, as well as the record of negotiation (RON) and other written records to establish the best value criteria are met. RTPA will disclose those factors in its solicitation that will form the basis for award. The evaluation factors for a specific procurement reflect the subject matter and the elements that are most important to RTPA. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.

## Appendices

- Record of Negotiation (Appendix 27)

## SECTION 022 – METHODS OF PROCUREMENT

This section is composed of the following subsections:

- 022A Procurement by Small Purchase Procedure for Equipment & Supplies (up to \$25,000)
- 022B Procurement by Small Purchase Procedure for Services Other Than A&E (more than \$5,000 up to \$100,000 with Caltrans or Federal Funds or more than \$25,000 up to \$100,000 with Local Funds)
- 022C Procurement by Sealed Bids/IFB for Equipment & Supplies and Construction (more than \$25,000)
- 022D Procurement by Competitive Proposal for Services Other Than A&E (more than \$100,000)
- 022E Procurement of A&E Services
- 022F Audit Requirements
- 022G Procurement by Non-Competitive Proposals (Sole Source) (With Caltrans or Federal Funds)
- 022H Procurement by Non-Competitive Proposals (Sole Source) (Without Caltrans or Federal Funds)
- 022I Procurement by Limited Competition
- 022J Options
- 022K Contracts with Other Government Entities
- 022L Use of On-Call Multiple Award Procurements

## SECTION 022A – PROCUREMENT BY SMALL PURCHASE PROCEDURES FOR EQUIPMENT AND SUPPLIES

Small purchase procedures are those relatively simple and informal procurement methods for securing equipment, supplies, or other property, which do not cost more than RTPA's simplified acquisition threshold of \$25,000. If small purchase procedures are used, price or rate quotations should be obtained from an adequate number of qualified sources, with three sources being the minimum number of quotes staff must attempt to obtain. Prior to requesting bids, the project manager will prepare an ICE and the Contracts Officer will prepare a Method of Procurement Selection Form.

1. Staff should attempt to obtain written bids or document oral bids from at least three suppliers in a manner that permits prices and other terms to be compared. This should be accomplished by sending a fax or email request to an adequate number of firms using any combination of RTPA's bid list, California Unified Certification Program, Caltrans DBE list, or known sources or sources generated from published documents. Staff should recommend the supplier that is determined to be the low responsive and responsible bidder meeting the terms, conditions, and specifications of the solicitation, taking into account the possible range of competing product and materials available, fitness of purpose, manufacturer's warranty, and other similar factors in addition to price.

Documentation of which vendors were sent quote requests, the responses received, and the low bidder selected should be documented by the project manager using the recommendation memo template.

2. Approved Equal Clause: In order to establish a basis of quality, functionality, and/or performance, certain materials, equipment, or kinds of materials may be specified, either by description of functionality and/or performance or by designating a manufacturer by name and referring to his brand of product designation, make, model, or part number or by specifying a kind of material. The solicitation should not exclude other processes, equipment or materials of equal functionality and/or performance, utility, or merit, which may be approved by RTPA upon request. Requests for approved equal, clarification of the solicitation specifications, and complaints on specifications must be received by RTPA, in writing, by the time specified in the solicitation. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Recommendation for Selection of a Contractor Memo Template (Appendix 6)

## **SECTION 022B – PROCUREMENT BY SMALL PURCHASE PROCEDURE FOR SERVICES OTHER THAN ARCHITECTURAL & ENGINEERING (more than \$5,000 up to \$100,000 with Caltrans or Federal Funds or more than \$25,000 up to \$100,000 with Local Funds)**

1. Prior approval of the use of this procurement procedure and the evaluation criteria should be obtained from the applicable management staff. The Contracts Officer also should concur with the use of this procurement method and fill out a Method of Procurement Selection Form to document the appropriateness of this procurement method. An informal competitive process may be followed with price or rate quotations obtained from an adequate number of qualified sources to ensure that RTPA is obtaining a fair and reasonable price and that the recommended consultant will provide the best value to RTPA if a best value analysis is utilized. Generally, quotes/proposals must be sought from at least three qualified consultants to meet this requirement. The competitive process should be documented by the Contracts Officer in the Recommendation template, the RON, or some other written record. In obtaining price or rate quotations, a SOW and evaluation criteria that include cost as a factor should be developed and supplied to all bidders/offerors.
2. Determination of which proposal will provide the best value to RTPA when the informal solicitation includes options that may be awarded, must include the options in the evaluation and selection process. If the optional work is not used to determine the best value proposal, such options, if exercised, will need to be justified as a sole source.
3. All procurements should have a documented RON that establishes that the project manager made the effort to obtain the best price for RTPA for the goods or services with quality, level of effort, cost, and other relevant factors taken into consideration. The staff member that takes the lead during negotiations is responsible for signing off on the RON whether it is a Contracts Officer or other staff person.

## Appendices

- Method of Procurement Selection Form (Appendix 10)
- Record of Negotiation (Appendix 27)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)



## **SECTION 022C – PROCUREMENT BY SEALED BIDS/IFB FOR EQUIPMENT, SUPPLIES AND CONSTRUCTION (More Than \$25,000)**

Under this procedure, bids are publicly solicited, and a firm-fixed-price contract (lump sum or cost per unit of work with a not-to-exceed amount) is awarded to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. A Method of Procurement Selection Form, Request for Major Construction Procurement Checklist, and ICE/EE must be prepared before an IFB is issued. Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval.

1. Guidelines for IFBs:
  - a. The IFB includes the complete assembly of related documents (whether attached or incorporated by reference) furnished to prospective bidders for the purpose of bidding.
  - b. IFBs must be based on a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description should not contain, in competitive procurements, features that unduly restrict full and open competition. The “brand name or equal” description may be used to define the performance or other necessary requirements of a procurement. When so used, the specific features of the brand name product that must be met by bidders must be clearly identified. Brand names that are known to meet the “or equal” requirements should be listed.
  - c. IFBs should be publicized through distribution to prospective bidders, posting on RTPA website, posting in public places, advertising in newspapers, and such other means as may be appropriate in sufficient time to enable bidders to prepare and submit their best bids before the time set for the public opening of bids.
  - d. If the procurement is successful, the contract will be awarded to the responsive and responsible bidder submitting the lowest bid determined on the basis of the specifications set forth in the IFBs.
  - e. The IFBs, including specifications and attachments, should permit full and open competition consistent with the requirement for the property or services to be procured. The requirement should represent RTPA’s minimum needs and be sufficiently described to promote full and open competition.
  - f. All bids should be opened publicly at the time and place stated in the IFB.
2. In order for sealed bidding to be feasible, the following conditions should be present:
  - a. A complete, adequate, and realistic specification or purchase description is available;
  - b. Two or more responsible bidders are willing and able to compete effectively for the business;
  - c. The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price; and
  - d. There is no price negotiation with bidders before sending out the notice of intent to award.
3. If the sealed bid procurement method is used, the following requirements apply:
  - a. The IFB will be publicly advertised, and bids should be solicited from an adequate number of known suppliers or contractors, providing them sufficient time to prepare bids prior to the date set for opening the bids;
  - b. The IFB, which will include any specifications and pertinent attachments, should 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 described in the IFB;
  - d. Bid amounts will be included in the bid opening documentation;
  - e. A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. For the procurement of tangible items, when specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs may be considered in determining which bid is lowest; payment

discounts will only be used to determine the low bid when industry practice for the type of project involved indicates that such discounts are usually taken advantage of; and

- f. Any or all bids may be rejected if there is a sound documented reason.
4. For purchases of equipment or supplies that are better suited for an RFP or purchase on the open market instead of an IFB, approval may be sought from the Contracts Officer to utilize a different procurement process based on the documentation in the Method of Procurement Selection Form. An alternate procurement process to the IFB may be in RTPA's best interest in the following example situations:
    - a. The purchase may be made at a lower price on the open market.
    - b. Competitive bidding is an inadequate method of procurement because it is necessary to purchase prototype equipment or modifications in order to conduct and evaluate operational testing.
    - c. The article(s) to be procured is undergoing rapid technological changes, and it is in the public's interest to issue an RFP so that the broadest possible range of competing product and materials available, fitness of purpose, manufacturer's warranty, and other similar factors in addition to price can be taken into consideration.
  5. If staff seeks authorization to utilize an alternate procurement process, documentation setting forth the reasons a deviation from the typical competitive bidding process is warranted, and a technical evaluation of the articles, prices, and suppliers should be placed in the contract folder.
  6. Payment Method

Contracts awarded as a result of IFBs should be fixed price. Escalation may be appropriate where unusual risks for labor or material are present and some flexibility is necessary and feasible. When escalation is necessary, an escalation ceiling must be established and must be the same for all bidders. Payment for unbid items, including items in change orders will not call for payment to the contractor on the basis of cost, plus a fixed percentage of cost. Markup amounts must be negotiated and determined reasonable on each item added to a low bid procurement.
  7. Solicitation of Bids
    - a. Preparation of IFBs. For supply and construction contracts, IFBs should contain the following information if applicable to the procurement involved:
      - i. Invitation number.
      - ii. Name and address of Contracts Officer.
      - iii. Date of issuance.
      - iv. Date, hour, and place of bid opening (prevailing local time should be used.)
      - v. Number of pages and numbered pages.
      - vi. A description of supplies or services to be furnished under each item in sufficient detail to promote full and open competition.
      - vii. The time of delivery or performance requirements.
      - viii. Statement of whether submission of electronic bids will be permitted.
      - ix. The IFB should set forth full, accurate, and complete information, including attachments.
      - x. Bid guarantee, performance, and payment bond requirements.
      - xi. A requirement that all bidders must allow an acceptance period of not less than a specified number of calendar days and that bids offering less than the minimum stipulated acceptance period will be rejected.
      - xii. Special experience and/or technical qualifications due to the complexity of the equipment being procured, or for some other special reason.

- xiii. Any authorized special provisions relating to such matters as progress payments, patents, liquidated damages, etc.
  - xiv. Any additional contract provisions or conditions required by state, local, or other jurisdictions.
  - xv. All factors to be considered in the evaluation of bids that weigh on price, such as shipping costs. It is essential that the IFB inform vendors of those factors that will be evaluated and exactly how each factor will be evaluated. Bidders must know these factors to properly construct their bid prices. It is imperative that this process be followed to assure that any perception of arbitrary application of the price factors by buyers is eliminated.
  - xvi. Directions for obtaining copies of any documents that have been incorporated by reference. All documents incorporated in the IFB by reference must be readily available to all potential bidders.
  - xvii. A bid price form should be included that is tailored such that it breaks down all of the appropriate cost elements and options such that RTPA staff can determine the low bidder and the responsiveness of the bids.
- b. Bidding Time. Consistent with the need for obtaining the supplies or services, all IFBs should allow sufficient bidding time (i.e., the period of time between the date of distribution of an IFB and the date set for opening the bids) to permit prospective bidders to prepare and submit bids. Generally, bidding time should not be less than 21 calendar days when procuring standard commercial articles and services. It should not be less than 30 calendar days when procuring other than standard commercial articles or services. The exception is when the urgency of the need does not permit such delay.
  - c. Place and Method of Delivery of Supplies. IFBs specifying f.o.b. origin should state that bids will be evaluated on the basis of bid price plus transportation cost to the buyer from point of origin to one or more designated destinations.
  - d. Bid Sample. For the procurement of tangible items, a “bid sample” may be required by the IFB document to assist the buyer in determining whether the bid is an offer to perform exactly as required in the invitation. Such samples, however, may be used solely for the purpose of determining responsiveness and should not be used to determine the bidder’s ability to produce the required items. Bidders should not be required to furnish samples unless there are certain characteristics of the product that cannot be described adequately in the specification or purchase description, thus necessitating inspection of a sample to assure procurement of an acceptable product. Submission of bid samples should be discouraged unless they are absolutely necessary.
  - e. Descriptive Literature for the Procurement of Tangible Items
    - i. Definition. The term “descriptive literature” means information, such as cuts, illustrations, drawings, and brochures, which describe or show the characteristics or construction of a product or explain its operation. The term includes only information required to determine acceptability of the product. It excludes other information such as that furnished in connection with the qualifications of a bidder or for use in operating or maintaining equipment;
    - ii. Use. Bidders should not be required to furnish descriptive literature as a part of their bids unless the project manager determines that such literature is needed to determine whether the product(s) offered meet the specification requirements of the IFB or establish exactly what the bidder proposes to furnish.
  - f. Final Review of IFBs. RTPA Contracts Officer shall review each IFB allowing adequate review time as necessary to correct any discrepancies or ambiguities that could limit competition unnecessarily.
  - g. Contacting Prospective Bidders. Notice of release of the IFBs should be sent via email or otherwise delivered to the maximum number of prospective bidders to promote and ensure maximum full and open competition. Unnecessary restrictions on competition should be avoided. From the time the solicitation is being prepared to the time of contract award, only the Contracts Officer should have contact with potential or actual proposers in order to reduce the likelihood of any unfair advantage in the competitive process.

- h. Pre-bid Conference. A pre-bid conference may be used as a means of briefing prospective bidders and explaining to them complicated specifications and requirements, including U/DBE information, goals, and documentation as early as possible after the invitation has been issued and before the bids are opened or proposals are due. The pre-bid conference should not be used as a substitute for amending a defective or ambiguous IFB or RFP. If a modification is proposed as a result of the pre-bid conference, such modifications should be made through a formal addendum and not through the pre-bid notes. A DBE interest list or non-inclusive DBE list of firms is made available with the IFB documents on RTPA website to assist contractors and subcontractors in locating each other to potentially partner on the project and may be provided again at the pre-bid conference as needed.
- i. Advertising. All IFBs should be advertised in a manner that promotes participation in the bidding by all qualified and capable firms. If there is a U/DBE goal, the goal amount should be advertised. Advertising only in the immediate local news media may not be adequate for large projects needing contractors of a type that are not common locally.
- j. Records of IFBs and Records of Bids. The Contracts Officer should retain a record of every IFB he/she issues and a copy of each abstract or record of bids. Contracts Officer should review this record during each subsequent procurement action for the same and, when appropriate, similar items. This should ensure that the information in the file is utilized with the new procurement. The IFB file should show the date of the IFB and the original distribution source list.
- k. Amendment of IFBs. If after issuance of IFBs, but before the time set for bid opening it becomes necessary to make changes or corrections in quantities, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous invitation, the changes will be accomplished by issuance of an addendum to the IFB at least 72 hours before the bid is due. Distribution of the addendum will be made to each concern to whom the invitation for bids has been furnished and/or placed on RTPA's website. Before amending an IFB, the period of time remaining to bid opening and the possible need to extend this period should be considered and, if necessary, confirmed in the addendum. Any information given to a prospective bidder concerning an IFB should be furnished promptly to all other prospective bidders as an addendum to the IFB. No award should be made unless the addendum has been issued in sufficient time to permit all prospective bidders to consider the information in submitting or modifying their bids. In this regard, changes to DBE goals or requirements that may require additional time for bidders to conduct a good faith effort to locate DBE firms will be considered in determining whether an extension of the deadline is needed.
- l. Responsiveness of Bids. To be considered for award, a bid should comply in all material aspects with the IFB. Bidders must use RTPA bid forms in order to be in material compliance with the IFB requirements. This applies to both the method and timeliness of submission and the substance of any resulting contract. It is imperative that all bidders be afforded an equal opportunity so that the integrity of the bidding system is maintained. Bids should be completed, executed, and submitted in accordance with the instructions contained in the IFB.
- m. Time of Bid Submission. Bids should be submitted so as to be received in the office designated in the IFB not later than the exact time set for opening of bids. Late bids must be rejected.
- n. Modification or Withdrawal of Bids. Bids may be modified or withdrawn by written notice. The notice must be received in the office designated in the IFB not later than the exact time set for bid opening. A bid may be withdrawn, in person, by a bidder or his authorized representative provided:
  - i. his/her identity is made known;
  - ii. he/she signs a receipt for the bid; and
  - iii. the withdrawal is prior to the exact time set for bid opening.

- o. Late Modifications and Withdrawals. Modifications and requests for withdrawal of bids that are received after the exact time set for bid opening are considered “late modifications” and “late withdrawals,” respectively. A late modification will not be considered.
8. Opening of Bids and Award of Contracts
- The official designated as the bid opening officer should decide when the time set for bid opening has arrived and so declare to those present. All bids received prior to the time set for opening should be publicly opened, read aloud to the persons present, and be recorded. The name of the bidder and the total amount of each bid should be read and documented in the IFB file. Bidders may obtain copies of the bid documents that must be disclosed pursuant to the California Public Records Act at any time after the bid amounts are publicly read and recorded.
- The original copy of each bid should be carefully safeguarded, particularly until an abstract of the bids has been made and its accuracy verified. RTPA may allow for electronic bidding of IFBs. If electronic bidding is allowed, the electronic process will record all data, and the results will be immediately available on RTPA website for the public to view.
9. Recording of Bids
- All hard copy bids must be time and date stamped upon their receipt. A time-and-date stamp should be kept at the desks of the receptionists and administrative staff handling mail, and these staff members should be instructed to place a time-and-date stamp on all proposals/bids. To comply with FTA Circular 4220.1F, all bids received against an IFB will be documented using a bid summary form. The invitation number, bid opening date, general description of the procurement item, names of bidders, prices bid, and any other information required for bid evaluation should be entered into the bid summary. When the items are too numerous to warrant the complete recording of all bids, an entry should be made of the invitation number, opening date, general description of the procurement items, and the total price bid where definite quantities are involved. The bid summary should be completed as soon as practicable after the bids have been opened and read. The Contracts Officer serving as the bid opening officer will certify the accuracy of the information. If the IFB is cancelled before the time set for bid opening, the cancellation should be recorded, together with a statement of the number of organizations invited to bid and the number of bids received.
10. Review of Bids
- Review of bids for responsiveness and bidders for responsibility should be conducted by technically qualified staff and/or consultants without financial or organizational conflicts of interest. Consultants or non-employees that assist staff in evaluating and reviewing bids must fill out a declaration concerning conflicts prior to reviewing bids. No oral discussion or written communication should be conducted with bidders except to obtain clarification regarding the bid contents or provide information regarding protests or delays.
11. Cancellation of Invitation After Opening
- Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award must be made to that responsible bidder who submitted the lowest-priced, responsive bid unless there is a compelling reason to reject all bids and cancel the invitation. An IFB should probably be cancelled if one of the following occurs (this is not an exhaustive list):
- a. all bids contained unreasonable prices;
  - b. there is evidence of collusion or bad faith; or
  - c. competition was not adequate to ensure a reasonable price.
- The solicitation documents will be corrected, when necessary, before the procedure for re-solicitation may be followed.
12. Rejection of Individual Bids

Any bid that fails to conform to the essential requirements of the IFB, such as specifications, delivery schedule, or any alternatives to these or other requirements specifically provided for in the IFB should be rejected as nonresponsive. Ordinarily, a bid will be rejected when a bidder imposes conditions that would modify requirements of the IFB or limit its liability to the buyer in a way that gives the bidder an advantage over other bidders. Minor deviations may be waived. A minor deviation is an error that does not go to the substance of a bid. A condition goes to the substance of a bid when it affects the price, quantity, quality, or delivery of the items offered. Waivers of minor deviations should be consistently applied to avoid allegations of favoritism. Any bid may be rejected if RTPA determines that it is unreasonable as to price, and the determination is supported by review and analysis of the action. If a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB, the bid must be rejected.

13. Notice to Bidders of Rejection of All Bids

When it is determined to reject all bids, the Contracts Officer should notify each bidder in writing that all bids have been rejected, stating the reason(s) for such action if appropriate.

14. Award

Unless all bids are rejected, award should be made by written notice within the time specified for acceptance in the bid or extension thereof. Award should be made to that responsible bidder whose bid, conforming to the IFB, will be most advantageous to RTPA, price and other factors considered. Determination of the lowest bidder must include the bid amount that includes all options that may be awarded. If the option bid amounts are not used to determine the low bidder, such options, if exercised, will need to be justified as a sole source. Award should not be made until the protest period has ended and all required RTPA approvals have been obtained. All unsuccessful bidders should be sent a notice of intent to award as soon as possible in order to start the clock running on the protest period.

15. Responsible Bidder-Reasonableness of Price

Before awarding the contract, Contracts Officer, with the assistance of technical staff or consultants, should determine that prospective contractor is responsible and that the prices offered are reasonable. These determinations should be made in the light of all prevailing circumstances.

16. Discounts

Prior to issuing an IFB (except one for construction), a determination should be made to establish the minimum period for prompt payment discounts to be considered in the evaluation. The minimum period should be stated in the IFB.

17. Delay of Award

If, after bid opening, administrative problems threaten to delay award beyond the bidder's acceptance period, bidders should be requested to extend the bid acceptance period. This request must be made and confirmed in writing prior to the expiration of their bids (with consent of sureties, if any) to avoid the need for re-advertisement

18. Information to Bidders

When award is made to other than the apparent low bidder, the Contracts Officer should promptly notify the unsuccessful lower bidders. The notification should state the reason for rejection of their bid. In addition, notification that an award has been made to another firm should be given immediately to all unsuccessful bidders.

19. Technical Evaluation Memorandum

A recommendation memo should be prepared for each IFB procurement. The recommendation memo should include a certifying statement confirming that the low bidder is acceptable with respect to the technical specifications of the IFB. It should be prepared by the project manager in cooperation with the Contracts

Officer to ensure that the apparent low bidder is technically responsive. The memorandum should be supported by documentation and placed in the contract file. Any non-RTPA employee involved in evaluating bidders or bids will be given RTPA Evaluator Guidelines and fill out a Declaration Concerning Conflicts for Evaluators.

## 20. Protests

Protest procedures shall be included in the IFB.

## Appendices

- Standard of Conduct Policy (Appendix 3)
- Method of Procurement Selection Form (Appendix 10)
- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)
- Bid Summary (Appendix 12)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Notice of Intent to Award (Appendix 16)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)

## **SECTION 022D – PROCUREMENT BY COMPETITIVE PROPOSAL FOR SERVICES OTHER THAN ARCHITECTURAL AND ENGINEERING (more than \$100,000 with Local, Caltrans or Federal Funds)**

1. When the project or operating budget or ICE determines that the value of the services to be procured exceeds \$100,000 and the Method of Procurement Selection (MOPS) Form indicates this method is appropriate, the RFP method should be used. Board consent in a public meeting may also be required if the procurement is above pre-designated thresholds. This competitive proposal method of procurement is normally conducted with more than one source submitting an offer (i.e., proposal). Either a fixed-price or cost-reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used the following requirements apply:
  - a. RFPs will be publicized. All evaluation factors will be identified along with their relative importance.
  - b. Proposals should be solicited from an adequate number of qualified sources.
  - c. The RFP will define the method for conducting technical evaluations of the proposals received and for selecting awardees.
  - d. Awards will be made to the responsible firm whose proposal is most advantageous to RTPA with price and other factors considered, which is sometimes referred to as best value.
2. The RFP solicitation is publicized and proposals are requested from a number of sources. Negotiations may be conducted with one or more of the sources submitting offers and a fixed-price or cost-reimbursement type (that identifies specific rates of compensation) of contract is awarded, as appropriate. When the RFP is used, the following procedures apply:
  - a. A technical and a cost proposal should be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP should be publicized, and requests for the solicitation by other potential sources as a result of the advertisement should be honored to the maximum extent practicable. The objective is to promote full and open competition.

- b. Care should be exercised to avoid providing any information to an offeror which would give them a competitive advantage. From the time the solicitation is being prepared to the time of contract negotiations, only the Contracts Officer should have contact with potential or actual proposers in order to reduce the likelihood of any unfair advantage in the competitive process.
  - c. The RFP should disclose a ceiling price or budget range.
  - d. The RFP should identify all significant evaluation factors (criteria) and corresponding point value for each evaluating factor. If a two-step RFP procurement method is used, RTPA will identify a short-listed group of proposers within the competitive range for the highest-scoring offerors in the first step based on proposal evaluating factors that include price. Then, the short-listed group of proposers will be invited to participate in the second step of the competitive process. More details on the two-step process can be found below. A one-step RFP is used when obtaining a qualified consultant at the lowest price is the primary objective. In order to successfully perform the work, the consultant does not need to be the most qualified competitor. Such an RFP is used when the services are routine. A two-step RFP is used when obtaining the most qualified consultant is the primary objective. Price is a significant factor in the selection, but obtaining the lowest price is not the primary objective. Such an RFP is used when the services requested are not routine and are complex or highly specialized. RTPA may elect to negotiate with the highest-scoring short-listed offeror based on proposal evaluating factors alone, including price, and forgo interviews if RTPA has sufficient information to determine that the offeror provides the best value to RTPA and the interview process is unnecessary.
  - e. Determination of which proposal will provide the best value to RTPA when the solicitation includes options that may be awarded, must show documented inclusion of the options in the evaluation and selection process. If the optional work is not used to determine the best value proposal, such options, if exercised, will need to be justified as a sole source.
  - f. RTPA may elect to conduct interviews with all responsible offerors who submit proposals within a competitive range, with price and other factors considered.
  - g. Upon selection of the most qualified offeror, RTPA may elect to conduct negotiations with one or more offerors in the competitive range. During the negotiation process, the offeror(s) will be given reasonable opportunity (with a common cutoff date) to support, clarify, correct, improve, or revise its/their proposal(s).
  - h. Unsuccessful offerors should be notified at the earliest practicable time that their offer is no longer being considered for award. Upon written request, unsuccessful offerors should be informed (in general terms only) of the reasons for not being awarded a contract, but this should not be done until after the contract has been executed with the awarded consultant in order to preserve the competitive process. After award of a contract, a debrief for the unsuccessful offerors may occur. Before, during, and after contract award, staff should take care to avoid disclosing offerors' proprietary data if it is labeled as such.
  - i. Award should be made to the responsible offeror whose proposal will be most advantageous to RTPA; price, technical, and other factors considered ("other factors" means factors other than price-related factors such as quality of proposal, experience, etc.).
3. Solicitation of Proposal
- a. Knowledge of the product or service and its use is essential to sound pricing. The project manager should develop an ICE of the proper price level or value of the product or service to be purchased. For goods, such estimates may be based on a physical inspection of the product and review of such items as drawings, specifications, and prior procurement data.
  - b. Selection of qualified sources for solicitation of proposals is basic to sound prices. Proposals should be invited from a sufficient number of competent sources to ensure adequate competition.



- c. Failure to determine requirements in sufficient time to allow a reasonable period for preparation of RFP, preparation of quotations, contract negotiation and preparation, and adequate lead time for performance may cause delays in deliveries and increased prices. Requirements issued on an urgent basis or with unrealistic delivery schedules should be avoided since they generally increase prices or restrict desired competition.
- d. The RFP should contain sufficient information to enable a prospective offeror to properly prepare a proposal. The RFP should be as complete as possible with respect to:
  - i. item description and/or SOW;
  - ii. specifications;
  - iii. buyer furnished property, if any;
  - iv. required delivery schedule;
  - v. general provisions;
  - vi. special provisions;
  - vii. cost and pricing data requirements;
  - viii. contract clauses (standard or special);
  - ix. experience and technical experience;
  - x. project organization and key personnel;
  - xi. duration of agreement;
  - xii. payment method (selection of which is documented in a Contract Payment Type Selection Form);
  - xiii. project schedule; and
  - xiv. any U/DBE requirements.
- e. RFPs should specify a date and time for submission of proposals. Any extension of time should be granted uniformly to all prospective offerors. Each RFP should be available to all prospective offerors at the same time, and no offeror should be given the advantage of advance knowledge regarding SOW details or evaluation factors that could affect the competitive process.

#### 4. Addenda to the RFP

If after issuance of the RFP, but before the time set for the proposal deadline, it becomes necessary to make changes or corrections in quantities, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous language, the changes will be accomplished by issuance of an addendum at least 72 hours before proposals are due. Distribution of the addenda will be via RTPA's website and sent to original RFP recipients. Before amending an RFP, the period of time remaining until the proposal deadline and the possible need to extend this period should be considered and, if necessary, confirmed in the addendum. Any information given to one proposer should be furnished promptly to all other prospective proposers as an addendum. No award should be made unless the addendum has been issued in sufficient time to permit all prospective sufficient time to submit or modify their proposals. In this regard, changes to DBE goals or requirements that may require additional time for proposers to conduct a good faith effort to locate DBE firms will be considered in determining whether an extension of the deadline is needed.

#### 5. Pre-Proposal Meeting

A pre-proposal meeting may be used as a means of briefing prospective offerors and explaining to them complicated specifications and requirements, including U/DBE information, goals, and documentation as early as possible after the solicitation has been issued and before the proposals are due. The pre-proposal meeting should not be used as a substitute for amending a defective or ambiguous solicitation. After a pre-proposal meeting is held, question-and-answer notes should be taken and posted on the website. If a modification is proposed as a result of the pre-proposal meeting, such modifications should be made through a formal addendum and not through the question-and-answer notes. A list of interested small and U/DBE firms should

be prepared and posted within three days after the pre-proposal meeting on RTPA website to assist contractors and subcontractors in locating each other to potentially partner on the project.

6. Evaluation Committee

Evaluation of proposals should be conducted by one or more committees of technically qualified personnel concerned with the procurement and should include at least one non-RTPA staff member. All non-staff members must receive the evaluation committee guidelines and complete a declaration concerning conflicts of Interest before taking part in the evaluation. Selection of evaluation committee members should be approved by the Executive Director using the evaluation committee selection memo. Evaluation Committee members will evaluate and provide their individual ratings of the technical component of the proposals. The Contracts Officer will analyze the cost proposals and provide the analyses to the Evaluation Committee members. If an Evaluation Committee member prepared the Independent Cost Proposal, he/she should not take the lead in negotiations but may assist Contracts Staff in preparing the negotiation strategy.

7. Selection of Offerors for Negotiation and Award

The objective of contract negotiation is to obtain complete agreement on all the basic issues. Oral discussion or written communication should be conducted with offerors, to the extent necessary, to resolve uncertainties relating to the technical and nontechnical issues. Basic questions should be resolved when they arise and not be left for later agreement during subsequent proceedings.

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with offerors within the competitive range after which best and final offers (BAFOs) may be requested. However, RTPA may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to RTPA's right to reject any or all proposals, the offeror will be selected whose proposal is found to be most advantageous to RTPA. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures included in the RFP. Proposals may not be evaluated on the basis of criteria that were not included in the RFP. After receipt of initial proposals, written or oral discussion may be conducted with all responsible offerors who submitted proposals within a competitive range, price and other factors considered. Exceptions to this requirement are:

- a. procurements in which rates or prices are fixed by law or regulation; and
- b. procurements in which it can be clearly demonstrated (from the existence of adequate competition or accurate prior cost experience with the product or service) that acceptance of the most favorable initial proposal without discussion would result in a fair and reasonable price. In such procurements the RFPs must contain a notice that award may be made without discussion of proposals received and that proposals should be submitted initially on the most favorable terms possible from a price and technical standpoint. When there is uncertainty, however, as to the pricing or technical aspects of any proposal, the project manager and Contracts Officer should not make award without further exploration and discussion. When the project manager and Contracts Officer deem a proposal to be the most favorable and that proposal involves a material departure from the requirements stated in the RFP, all offerors should be given an opportunity to submit new proposals on a basis comparable to that of the offeror tentatively selected.

8. Confidentiality of Negotiations

In competitive negotiations, offerors should not be given any indication of a "target" price that must be met to ensure further consideration for contract award. Such practice constitutes an auction technique that may violate the integrity of the procurement process and must be avoided. Additionally, the RFP boilerplate should state that proposals (minus the cost proposal/estimate until the time of award) will not be treated as confidential documents unless they are marked as such by the bidder/offeror and the bidder/offeror is able to demonstrate the documents contain the type of information protected by law as confidential or trade secret. Large portions of

proposals are typically public records. They should not, however, be released to the public during the procurement or contract negotiation process without the approval of the Executive Director in consultation with Legal Counsel.

9. Opening of Proposals

Proposals will not be publicly opened. All detailed cost estimates (“cost proposals”) and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the evaluation committee and RTPA officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

10. Negotiations

All negotiated procurements over \$5,000 must have a documented RON that establishes that staff made the effort to obtain the best price for RTPA for the goods or services with price, quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON. The project manager should take the lead on preparing the RON when he/she leads the contract negotiations if he/she did not take the lead on preparing the ICE. The Contracts Officer is responsible for documenting negotiations in the RON or in other records when it takes the lead on the contract negotiations.

11. Protests

Protest procedures shall be included in the RFP.

12. Normally, a “one-envelope” selection procedure will be used for service contracts in excess of \$100,000. The “one-envelope” competitive process is as follows:

- a. Notice of the professional services required should be published at least once in a newspaper of general circulation in the county and in community newspapers, as appropriate, at least three weeks before the proposal due date. For federally funded projects, notice also should be published in one or more minority newspapers in the county. The notice should state that RTPA is interested in receiving responses from qualified firms and indicate how additional information can be obtained and the time and place for receiving responses.
- b. Notice also should be sent to firms or individuals known to be interested in providing the required services, including small and emerging businesses on RTPA’s various interested party lists and to appropriate DBE firms or individuals registered with RTPA.
- c. The RFP should include:
  - i. Pass/fail criteria to be used as an initial screening of responses. Such criteria should include, but not be limited to, insurance requirements, licensing, and any other consideration which would make the proposer ineligible to perform the work.
  - ii. Evaluation factors.
  - iii. Any standard contract language that the successful offeror will be required to comply with, including all applicable federal clauses and certifications.
- d. Responses to an RFP shall list all proposed subconsultants and subcontractors, their area of the work and certified U/DBEs. A cost proposal shall be submitted along with the technical proposal and will be used as an evaluation factor by the evaluation committee.
- e. The Contracts Officer will document the receipt of all proposals. A time-and-date stamp shall be kept at the desks of the receptionists and administrative staff handling mail, and these staff members shall be instructed to place a time-and-date stamp on all proposals. RTPA’s procedure for determining whether a proposal is disqualified for being submitted to RTPA after the deadline for proposals or statements of qualification will be stated in the solicitation document.
- f. The responses should be evaluated by an evaluation committee appointed by the project manager with the approval the Executive Director. The evaluation committee should consist of RTPA staff and should include

at least one person from outside the agency. Care should be taken to avoid using direct supervisors and their reports as the sole staff scoring evaluators. Additional staff members/advisers, who do not participate in scoring, may sit in on evaluation panels if needed to provide expertise.

- g. The firm(s) that are deemed responsible and responsive and who receive the highest scores will be short-listed. Short-listed proposers should be sent a notice to short-listed proposers and those who have not made the short-list should be sent a notice to proposers not making short-list. This notice will trigger the protest period.
  - h. The top-ranked firm(s) may then be interviewed, if deemed necessary. The final list of qualified firms shall be based on the response to the RFP references, the interview, and other relevant factors. The project manager should summarize the findings of the evaluation committee in a recommendation memo to the Executive Director. The memo should include the evaluation committee's recommendation for negotiations with one or more firms in the competitive range.
  - i. The Executive Director will approve or reject the recommendation based upon information provided by the evaluation committee and other factors as deemed appropriate, including, but not limited to, qualifications, ability to meet schedule and budget, cost of work, and meeting insurance requirements. The Executive Director also may interview one or more of the firms prior to making a selection.
  - j. Approval by the Executive Director of the recommendation shall be deemed approval to enter into negotiations with one or more firms in the competitive range. After one or more offerors are selected for contract negotiations, they should be sent a notice of intent to award. This notice is not a commitment by RTPA to award a contract; it is just notice that RTPA intends to negotiate. At this stage any necessary certificates of insurance should be requested from offerors with whom RTPA will negotiate. Proposers who are not selected for negotiation should be sent a notice of intent to enter negotiations with another consultant in order to trigger their protest period. A contract should not be finalized until a sufficient number of days have passed from the time the notice of intent to enter negotiations with another proposer is sent to the unsuccessful proposers for the protest period to have expired.
  - k. The cost proposals from the firm(s) in the competitive range should be used as a basis for negotiation. Negotiations will be conducted by the Contracts Officer and the Executive Director and can include factors in addition to cost, such as staffing levels, project schedule, etc. If negotiations are conducted with more than one firm in the competitive range, then staff attempt to obtain the most favorable terms by negotiating with all of the firms. Should negotiations fail, the Executive Director may issue a BAFO to the qualified firms. Once negotiations are complete, a contract incorporating the negotiated terms and conditions will be prepared for the approval of the Executive Director or his/her designee. A post-award notice should be sent to all of the unsuccessful firms at this point in time to notify them that a final selection has been made and trigger their protest period.
12. For services that have a very explicit SOW containing detailed, straight-forward specifications that will allow consistent responses and offerors can be considered qualified or not qualified based on predetermined criteria, the low-bid IFB process may instead be used. The Contracts Officer can assist the project manager in determining whether the nature of any of the services is appropriate for using this low-bid process.
13. Cost must be used as a factor in evaluating all proposals for services pursuant to this section.
14. As mentioned above, if desired, a **“two-envelope”** selection process may be followed, as follows:
- a. Requests for information/letters of interest/statements of qualifications (RFIs/LOIs/SOQs) may be solicited from the current RTPA on-line vendor database and any other applicable list, for the particular services specialty.
  - b. Notice of the professional services required should be published at least once in a newspaper of general circulation in the county and in one or more minority newspapers in the county at least three weeks before the proposal due date. The notice should state that RTPA is interested in receiving RFIs/LOIs/SOQs from

qualified firms, indicate how additional information can be obtained, and indicate the time and place for receiving responses.

- c. An RFI or RFP may be sent to firms or individuals previously known to be interested in or capable of providing the required services. Reasonable effort should be made to send requests to minority firms known to be capable of providing the required services.
- d. “Pass/fail” criteria will be established by staff and clearly stated in the RFIs/RFP to be used as a screening of responses for responsiveness to the RFP/RFP. Such criteria may include, but are not limited to, adherence to project budget, insurance requirements, and DBE compliance (if DBE is applicable).
- e. An evaluation committee will be formed by the project manager with the approval the Executive Director, which should consist of RTPA staff and should include at least one person from outside the agency.
- f. The evaluation committee will evaluate the technical component of the SOQs, and the Contracts Officer will analyze the cost proposals and provide the analyses to the evaluation committee members. The project manager or Contracts Officer should prepare a recommendation memo to the Executive Director summarizing the evaluation committee’s findings and recommending one or more qualified firms to be invited to receive an RFP. The firm(s) in the competitive range that is deemed responsible and responsive will be short-listed. Short-listed proposers should be sent a notice and those who have not made the short-list should be sent a notice of failure to make short-list. Following approval by the Executive Director or designee, the Contracts Officer may then issue the final version of the RFP to the qualified firm(s).
- g. From this point, the steps above for a one-envelope procurement should be followed.

## Appendices

- Standard of Conduct Policy (Appendix 3)
- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Responsive Bidder/Proposer Checklist for RFP (Appendix 11)
- Subconsultant List (Appendix 13)
- Notice to Short-Listed Proposers (Appendix 18)
- Notice to Proposers Not Making Short-List (Appendix 19)
- Request for Cost Proposal (Appendix 20)
- Notice of Intent to Enter Negotiations with Another Proposer (Appendix 17)
- Record of Negotiation (Appendix 27)
- Notice of Intent to Award (Appendix 16b)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)

## SECTION 022E – PROCUREMENT OF A&E SERVICES

The procedures outlined in this section relate to contracts with engineering firms to perform architectural and engineering related work. It is based on the Brooks Act when federal funding is utilized and on the California mini-Brooks law whether or not federal funds are used. Rather than selection based on price, the Act provides for

selection based on professional qualifications and experience, followed by negotiation with the most qualified firm of a price that is fair and reasonable to the government.

Based on the nature of RTPA's federal and state mandates, the need to perform a qualifications based selection in compliance with the Brooks Act is unlikely.

1. RTPA will use competitive proposal procedures based on the Brooks Act and California Mini-Brooks Act when contracting for A&E services as defined in 40 U.S.C. §541 and California Government Code 4525, as documented in a Method of Procurement Selection Form. Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval. Although price is not an evaluation criterion, and ICE must be prepared before the RFQ is issued for A&E Services. Types of services considered A&E services include environmental, 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 be evaluated;
  - b. Price be excluded as an evaluation factor;
  - c. Negotiations be conducted with only the most qualified offer or; and
  - d. Failing agreement on price, negotiations with the next most qualified offer or should be conducted until a contract award can be made to the most qualified offer or whose price is fair and reasonable to the grantee.
2. Separately bound or sealed cost proposals should be submitted as part of the process and should not be opened until after the evaluation committee has ranked the proposers. Cost proposals should be excluded as an evaluation factor and will only be used by the Executive Director or his/her designee when negotiating within the prescribed budget, except as may be otherwise provided in this manual.
3. The separately submitted cost proposal should be used as a basis for negotiation. Negotiations will be conducted by the Executive Director or his/her designee and can include factors other than cost, such as staffing levels, project schedule, etc. The party who prepared the original IC or Cost Analysis may participate in preparation of the negotiation plan, but should not lead the negotiations. Should negotiations fail, the Executive Director, or his/her designee, will enter into negotiations with the next ranked firm. Once negotiations are complete, a contract incorporating the negotiated terms and conditions will be prepared for the approval of the Executive Director or his/her designee. Only the cost proposal of the firm(s) in negotiations should be opened. At the end of the process, all unopened cost proposals should be disposed of unopened or returned to the offeror.
4. All provisions of Section 022D (Procurement of Services Other Than A&E by Competitive Proposal with a value greater than \$5,000) of this manual applicable to RFQs, which are not in conflict with this Section will be used for A&E procurements.
5. Audits and Indirect Costs. The following requirements apply to a third-party contract for A&E services:
  - a. Performance of Audits. The third-party contract or subcontract must be performed and audited in compliance with Federal Acquisition Regulation (FAR) Part 31 cost principles.
  - b. Indirect Cost Rates. RTPA, the contractor, its subcontractors must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute.
  - c. Application of Rates. After a firm's indirect cost rates are established and accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.

- d. Pre-notification – Confidentiality of Data. Before requesting or using cost or rate data, RTPA should notify the affected firm(s) that their data will be kept confidential and may not be accessible by or provided by the group of agencies that share cost data, except by written permission of the audited firm. If prohibited by law, that cost and rate data may not be disclosed under any circumstances. California’s Public Records Act may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using cost or rate data, RTPA should notify the affected firm that its cost or rate data may be subject to disclosure and should try to obtain permission to provide that data from the firm if RTPA receives a public records request for these records under applicable California law.
6. All procurements must have a documented RON that establishes that the project manager made the effort to obtain the best price for RTPA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Contracts Officer is responsible for documenting the RON in other records when a template is not used.
7. Protest procedures should be included in the RFQ.

## Appendices

- Method of Procurement Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Responsive Bidder/Proposer Checklist for RFQ (Appendix 11)
- Subconsultant List (Appendix 13)
- Notice to Short-Listed Proposers (Appendix 18)
- Notice to Proposers Not Making Short-List (Appendix 19)
- Request for Cost Proposal (Appendix 20)
- Notice of Intent to Enter Negotiations with Another Proposer (Appendix 17)
- Record of Negotiation (Appendix 27)
- Notice of Intent to Award (Appendix 16b)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)

## SECTION 022F – AUDIT REQUIREMENTS

Caltrans direction prior to 2013 required the performance of preaward audits of contracts over \$1,000,000 involving state and federal funds.

The purpose of the preaward was to assess the adequacy of the consultant’s accounting system to segregate allowable, unallowable and allocable costs, to assess the consultant’s financial position; and to evaluate the reasonableness of the proposed costs.

The 2013 version of the Local Programs Manual dispenses with the preaward audit concept, but still requires RTPA to determine the eligibility of costs paid to consultants. RTPA accomplishes this requirement to determine the eligibility of costs by performing costs and/or price analysis as part of the procurement process.

**For A & E contracts only**, where cost is not a consideration in the selection of the consultant, Caltrans Audits and Investigations now requires RTPA to submit the following prior to executing negotiated contracts:

**Small Purchases, less than \$150K -**

No documentation required.

**Procurements between \$250K and \$1M -**

The following certifications by the consultant:

- That establishes the firm’s indirect cost rate and asserts that it is in compliance with the cost principles of FAR Title 48, CFR, Part 31 and contains no unallowable costs.
- That the firm’s financial management system meets the standards of financial reporting, accounting records, internal and budget controls in compliance with FAR, Title 49 CFR, Part 18.20.
- The dollar amount of all A&E contracts awarded by Caltrans or California local agencies within the last three years and the number of states with which the firm conducts business.
- That the direct costs identified in the cost proposal are reasonable, allowable and allocable in accordance with the cost principles of FAR 48, CFR, Part 31.
- Proposed contract amount for sub-consultants.
- Proposed Contract amount for the prime.
- A list of all sub-consultants and proposed subcontract dollar amounts.

**Procurements between \$1M and \$3.5M –**

- The proposed contract.
- Cost proposals for the prime and all sub-consultant contracts of \$150,000 or more.
- Consultant generated Indirect Cost Rate schedule prepared in accordance with applicable CFRs.
- A completed Internal Control Questionnaire
- The following certifications by the consultant:
  - That establishes the firm’s indirect cost rate and asserts that it is in compliance with the cost principles of FAR Title 48, CFR, Part 31 and contains no unallowable costs.
  - That the firm’s financial management system meets the standards of financial reporting, accounting records, internal and budget controls in compliance with FAR, Title 49 CFR, Part 18.20.
  - The dollar amount of all A&E contracts awarded by Caltrans or California local agencies within the last three years and the number of States the firm does business with.
  - That the direct costs identified in the cost proposal are reasonable, allowable and allocable in accordance with the cost principles of FAR 48, CFR, Part 31.
  - Proposed contract amount for subconsultants.
  - Proposed contract amount for the prime.
  - A list of all subconsultants and proposed subcontract dollar amounts.
- One of the following:
  - A copy of the prior fiscal year and most recently completed fiscal year Cognizant approved indirect cost rate approved by the state DOT or
  - A copy of the prior fiscal year and most recently completed Indirect Cost Rate Schedule and audit report by an independent CPA.
  - A copy of the prior and most recently completed fiscal year Indirect Cost Rate evaluation or audit report on a prior Caltrans or local agency contract, and any other governmental agencies report, review or attestation.



## Procurements over \$3.5M –

- The proposed contract
- Cost proposals for the prime and all sub-consultant contracts of \$150,000 or more.
- Consultant generated Indirect Cost Rate schedule prepared in accordance with applicable CFRs.
- A completed Internal Control Questionnaire
- The following certifications by the consultant:
  - That establishes the firm's indirect cost rate and asserts that it is in compliance with the cost principles of FAR Title 48, CFR, Part 31 and contains no unallowable costs.
  - That the firm's financial management system meets the standards of financial reporting, accounting records, internal and budget controls in compliance with FAR, Title 49 CFR, Part 18.20.
  - The dollar amount of all A&E contracts awarded by Caltrans or California local agencies within the last three years and the number of States the firm does business with.
  - That the direct costs identified in the cost proposal are reasonable,, allowable and allocable in accordance with the cost principles of FAR 48, CFR, Part 31.
  - Proposed contract amount for subconsultants
  - Proposed contract amount for the prime
  - A list of all subconsultants and proposed subcontract dollar amounts.
- One of the following:
  - A copy of the prior fiscal year and most recently completed fiscal year Cognizant approved indirect cost rate approved by the state DOT or
  - A copy of the prior fiscal year and most recently completed Indirect Cost Rate Schedule and audit report by an independent CPA.
  - A copy of the prior and most recently completed fiscal year Indirect Cost Rate evaluation or audit report on a prior Caltrans or local agency contract, and any other governmental agencies report, review or attestation.
- Indirect Cost Rates Audited by a CPA
  - A copy of the consultant's approved State DOT Cognizant Indirect Cost Rate Schedule and Report and the Cognizant Approved State DOT Cognizant Concurrent letter (if issued) OR
  - A CPA Audited Indirect Cost Rate Audit Report AND
  - A copy of the CPA audited financial statements.

In the case of procurements for A&E consultants of \$1M or more, RTPA can begin, but not conclude, cost negotiations with the best qualified firm until a conformance letter is received from Caltrans Audits.

Based on the information gathered through the above steps, Caltrans Audits will perform risk analyses to determine which contracts/firms Caltrans will audit.

## Resource(s)

- Caltrans Local Assistance Manual, Section 10
- Caltrans Local Assistance Manual, Exhibit 10-A
- Caltrans Local Assistance Manual, Exhibit 10

## **SECTION 022G – PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITH CALTRANS OR FEDERAL FUNDS**

When RTPA requires supplies or services available from only one responsible source and no other supplies or services will satisfy its requirements, RTPA may make a sole source award following documentation of an adequate justification. When RTPA requires an existing contractor to make a change to its contract that is beyond the scope of that contract, it may be a sole source award that must be justified. RTPA staff should work with the Contracts Officer to determine if a particular contract amendment could be considered a sole source. A sole source cannot be justified when the need for the sole source is due to either a failure to plan or a lack of advance planning or due to concerns about the amount of assistance available to support the procurement (for example, expiration of federal assistance available for award). Board consent in a public meeting may also be required if the procurement meets pre-designated thresholds. Procurement via the limited scope procurement method described in Section 022I also should be explored prior to utilizing the sole source method. The following requirements apply to a sole source procurement that falls within the parameters of this section:

1. A cost analysis (i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit (ICE), is required.
2. The Contracts Officer should not commence a sole source unless the Method of Procurement Selection Form indicates a sole source is appropriate and the procurement requisition includes a sole source approval form that:
  - a. justifies the use of such actions in writing based on one or more of the justifications permitted by the federal funding agency(ies);
  - b. certifies the accuracy and completeness of the justification; and
  - c. approval by the Executive Director is received.
3. The project manager is responsible for providing and certifying as accurate and complete necessary data to support his/her recommendation for a noncompetitive procurement.
4. The sole source justification form must accompany each procurement requisition requesting a sole source procurement.
5. When the acquisition will be paid for in whole or in part by federal funds, one of the following conditions must be met:
  - a. Staff solicited competitive bids and was unable to obtain a responsive bidder.
  - b. The grantor agency providing the federal funds has approved sole source procurement.
  - c. The service is only available from a single source because the contractor will be required to use confidential information, intellectual property, or trade secrets owned by the contractor.
  - d. The federal grantor agency made the award of funds being used based on RTPA's use of a particular team of contractors, and the contractor to be sole sourced is one of the team members identified in the funding application.

- e. The work is necessary to continue development or production of highly specialized equipment or components thereof, and it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition or when it is likely that award to another contractor would result in unacceptable delays in fulfilling RTPA's needs.
  - f. The sole source is authorized by statute, or only one contractor can comply with specific statutory requirements.
  - g. A national emergency exists and a particular facility or contractor is needed to achieve mobilization.
  - h. The disclosure of RTPA's needs in a public procurement process would compromise national security.
  - i. A particular expert or neutral person's services are needed for a current protest, dispute, claim, or litigation.
  - j. A competitive procurement is precluded by the terms of an international agreement or treaty or the written directions of a foreign government providing reimbursement for the cost of the supplies or services.
  - k. To establish or maintain an educational or other nonprofit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.
6. All procurements over \$5,000 must have a documented RON that establishes that the project manager made the effort to obtain the best price for RTPA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. The Contracts Officer is responsible for documenting the RON when it takes the lead on the negotiations, and the project manager is responsible for the RON if he/she takes the lead on negotiating with the contractor.
  7. Sole source procurements require approval by the Executive Director.

### *Appendices*

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

## **SECTION 022H– PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITHOUT FEDERAL FUNDS**

1. Regardless of funding, sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source. A contract amendment or change order that is not within the scope of the original contract also is considered a sole source procurement that must comply with this section. A sole source cannot be justified when the need for the sole source is due to either a failure to plan or a lack of advance planning, or due to concerns about the amount of assistance available to support the procurement (for example, expiration of funding assistance available for award). Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval. RTPA staff should work with the Contracts Officer to determine if a particular contract amendment could be considered a sole source. Procurement via the limited scope procurement method described in Section 022J also should be explored prior to utilizing the sole source method.
2. When there are no federal funds involved, one of the following additional factors may be utilized to justify a sole source acquisition in addition to the factors in Section 022I:
  - a. Only one (1) contractor/consultant/vendor who can provide unique/highly specialized item/ service.
  - b. Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract.

- c. Cost to prepare for a competitive procurement exceeds the cost of the work or item.
  - d. The item is an integral repair part or accessory compatible with existing equipment.
  - e. The item or service is essential in maintaining research or operational continuity.
  - f. The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur substantial cost in time and/or money.
3. A cost analysis (i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit (ICE) is required.
  4. The Contracts Officer should not commence noncompetitive negotiations unless a Method of Procurement Selection Form indicates a sole source is needed and the procurement requisition includes a sole source approval form that:
    - a. justifies the use of such actions in writing;
    - b. certifies the accuracy and completeness of the justification; and
    - c. approval by the Executive Director .
  5. The project manager is responsible for providing and certifying as accurate and complete necessary data to support their recommendation for noncompetitive procurements.
  6. All procurements must have a documented RON that establishes that staff made the effort to obtain the best price for RTPA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Contracts Officer is responsible for documenting the RON when it takes the lead on the negotiations, and the project manager is responsible for the RON if he/she takes the lead on negotiating with the contractor.
  7. The sole source approval form must accompany each procurement requisition requesting a sole source procurement

## Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

## SECTION 022I – PROCUREMENT BY LIMITED COMPETITION

1. Generally, RTPA must provide for full and open competition in solicitations. The Common Grant Rule for governmental recipients of federal funding, however, permits RTPA to limit the number of sources from which it solicits bids or proposals when RTPA has such an unusual and urgent need for the property or services that it would be seriously injured unless it were permitted to limit the solicitation. A limited competition procurement cannot be justified when the need for foregoing the full and open competition requirement is due to either a failure to plan or a lack of advance planning or due to concerns about the amount of assistance available to support the procurement (for example, expiration of federal assistance available for award). Only under certain circumstances can RTPA conduct a procurement using limited competition requirements. A small purchase procurement procedure in which only three quotes are sought on a shorter time frame could be used even for a procurement exceeding the normal applicable thresholds if a justification for limited competition exists. Prior consultation with the Contracts Officer is required in order to utilize a limited competition procurement method.

The justifications in Sections 022G and 022H may be sufficient. Additionally, one of the justifications below may be sufficient.

- a. Documentation is provided establishing that full and open competition in connection with a particular acquisition is not in the public interest.
  - b. Documentation is provided establishing that an unusual and urgent need for the services exists and RTPA would be seriously injured unless it is permitted to limit the competition.
  - c. Documentation is provided establishing that public exigency or emergency will not permit a delay resulting from a full formal competitive procurement for the supplies or services.
  - d. Acquisition of an expert or neutral person's services is needed for a current or potential protest, dispute, claim, or litigation.
2. The Contracts Officer should not commence a limited competition procurement unless the procurement requisition justifies the use of limited competition, certifies the accuracy and completeness of the justification, and is approved by a department director or higher level of authority. The project manager is responsible for providing and certifying as accurate and complete necessary data to support the recommendation for limited competition procurements.
  3. The limited competition request form must accompany each procurement requisition requesting this kind of procurement.
  4. All procurements over must have a documented RON that establishes that the project manager made the effort to obtain the best price for RTPA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Contracts Officer member is responsible for documenting the RON when it takes the lead on the negotiations, and the project manager is responsible for the RON if he/she takes the lead on negotiating with the contractor.
  5. Limited competition procurements require approval by the Executive Director

## Appendices

- Procurement Requisition Form (Appendix 2)
- Limited Competition Approval Form (Appendix 25)
- Record of Negotiation (Appendix 27)

## SECTION 022J – OPTIONS

1. In compliance with FTA Circular 4220.1F options must be evaluated as part of the price evaluation of offers before award is made on FTA-funded procurements if an option will be included in the solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, RTPA may elect to purchase additional equipment, supplies, or services called for by the contract or may elect to extend the term of the contract. If RTPA chooses to use options, the requirements below apply:
  - a. Evaluation of Options: The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.
  - b. Exercise of Options
    - i. The project manager and the Contracts Officer must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

- ii. An option may not be exercised unless the project manager has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
2. The terms for the options and for the exercising of them should be defined in each contract. For service contracts the basic plus option periods should not exceed five years unless a documented justification is approved by the Contracts Officer.
3. The bid price form used in an IFB and the cost proposal form used in an RFP should state that the option prices will be included in the total price for evaluation purposes.

## **Appendices**

- Sample Cost Proposal (Appendix 9)

## **SECTION 022K – CONTRACTS WITH OTHER GOVERNMENT AGENCIES**

RTPA may contract with any department or agency of the United States or the State of California and local governmental authorities within or outside of the region, including those in Mexico, any city, county, public district, public corporation, or joint powers authority formed pursuant to the provisions of the Joint Exercise of Powers Act, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code upon those terms and conditions as RTPA finds are in its best interests without conducting a competitive procurement. Such contracts are known as “intergovernmental agreements” and do not require a competitive procurement process.

### *Appendices*

- None

## **SECTION 022L – USE OF ON-CALL MULTIPLE-AWARD PROCUREMENTS**

When RTPA has a need to procure services within a particular genre, such as A&E, transit planning, environmental, or legal services, but the specific project assistance that will be needed from consultants is not known in a sufficient amount of detail, an RFQ can be used to select a short-list of prequalified firms for a specific period of time. The procedure used is similar to that of a two-envelope RFQ procurement, for which more details are provided in Section 22D of this manual. In addition to those procedures, the following additional items should be considered:

1. A determination of whether any applicable DBE goal should be set at the [master] contract stage or at a later point in time when task orders are issued will need to be made prior to issuance of the RFQ. The Small Business Manager and Office of General Counsel should be consulted for advice on DBE goals and the timing of DBE documentation deadlines that will be applicable to proposers.
2. Within the RFQ, RTPA will need to identify the criteria that will be used to select from among the firms on the on-call list and an on-call consultant selection form including those criteria will need to be prepared prior to issuance of each task order.

### *Appendices*

- On-Call Consultant Selection Form Sample (Appendix 28)

## SECTION 023 – COST AND PRICE ANALYSIS

1. RTPA staff should perform a cost or price analysis in connection **with every procurement action** that will result in expenditure of funds, **including contract modifications and amendments that call for additional funds, sole sources, change orders, exercise of options, use of a purchasing schedule or the piggybacking method and must be completed prior to the procurement.** The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the procurement requisition originator must create an ICE before receiving bids, cost estimates or proposals.
2. Task Order Contracts. If the ICE prepared prior to the solicitation was sufficiently detailed by task to allow a determination of the reasonableness of the price for a particular task, an additional ICE may not be required. If, however, the level of detail in the original ICE is insufficient or there is a reason to believe the amounts used in the original ICE are no longer reasonable or accurate, an ICE should be completed by the Project Manager considering the level of effort needed as well as other factors such as direct materials needed before a cost estimate or proposal is requested from the contractor in order to ensure the ICE is independently prepared and the Project Manager has not relied on the contractor to determine the starting point for negotiations.
3. Cost Analysis. A cost analysis must be performed when the bidder is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and A&E services contracts. **A cost analysis will also be necessary when adequate price competition is lacking and for sole source procurements, limited competition procurements, and contract modifications or 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.
4. Price Analysis. A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
5. Profit/Fee. RTPA will negotiate profit/fee as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis should be performed, including amendments, task orders, job orders and change orders. 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, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
6. Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles on federally funded procurements.
7. Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used on federally funded procurements. This includes fixed mark-ups on equipment rentals and subcontractors. A maximum mark-up amount may be specified which should be negotiated based upon the risk involved, level of supervision needed, complexity of the work, and other factors. Documentation of this decision making should be included in the contract file in each instance.
8. Establishing Indirect Cost Rates. For contracts other than A&E contracts that are federally funded, if the contractor or subcontractor does not have an approved government agency indirect cost rate agreement, the contract's dollar value should determine how that rate is verified.
  - a. Contracts of \$5 Million or Less. The audit recommendations of the contractor's certified public accountant or indirect cost information in the contractor's annual statement to their stockholders, shareholders, or owners, or examples of acceptance of their rates by other governmental agencies within the last six months may be accepted.

- b. Contracts Exceeding \$5 Million. The Defense Contract Audit Agency, another federal cognizant audit agency, or an accounting firm approved by the federal government to perform audits for the federal government, must verify the contractor's rates.

## Appendices

- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Cost Analysis Form (Appendix 33)
- Price Analysis (Appendix 34)

## SECTION 024 – BONDING REQUIREMENTS

1. For non-federally funded construction or facility improvement contracts or subcontracts less than \$50,000 in value, bonding may be required at the discretion of the Executive Director. For construction or facility improvement contracts or subcontracts exceeding \$100,000, it is the policy of RTPA to impose these minimum requirements:
  - a. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price must be issued by a bonding company registered in California. The “bid guarantee” shall consist of a firm commitment such as a bid bond executed by an admitted surety insurer and made payable to RTPA, cash, cashiers check, 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. A bid shall not be considered unless accompanied by one of the forms of bidder's security. On the failure or refusal of any bidder to execute the contract, its bidder's security shall be forfeited to RTPA. RTPA may withhold the bidder's security of the second- and third-lowest, responsive and responsible bidders until the contract has been finally executed. RTPA shall, upon request, return cash, cashier's checks, and certified checks submitted by all other unsuccessful bidders within ten (10) days after the contract is awarded, and their bidder's bonds shall be of no further effect.
  - b. A performance bond on the part of the contractor for at least 50 percent of the contract amount for contracts without federal funds, 100 percent of the contract price for federally funded contracts, or for such percentage as may be required by law or funding agencies. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - 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 in the amount of 100 percent of the contract price is required unless the award is less than \$100,000 or the Board grants a variance.
  - d. A cash deposit, certified check, or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of the grantor agency is adequately protected.
2. At the discretion of the Contracts Officer and project manager, bonding of higher limits than the minimum may be imposed if the project risk warrants such.

## Appendices

- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)



## SECTION 025 – PAYMENT PROVISIONS IN THIRD-PARTY CONTRACTS

1. Advance Payments
  - a. For non-federally funded contracts, the use of advance payments is strongly discouraged and will only be agreed to if no other option is available.
  - b. For federally-funded contracts, the federal funding agencies do 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 the federal funding agency(ies).
2. Progress Payments. The risk associated with use of progress payments is that RTPA may make payment for contract work that has not been completed. RTPA should only use progress payments if the following conditions are met, as applicable:
  - a. The percentage of completion method for progress payments can only be used on construction contracts if the procurement is FTA funded.
  - b. Progress payments are only made to the contractor for costs incurred in the performance of the contract.
  - c. RTPA obtains adequate security for the progress payments and has sufficient written documentation to substantiate the work for which payment is requested. Adequate security may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment.
  - d. RTPA obtains sufficient documentation to demonstrate completion of the amount of work for which progress payments are made.
3. Pursuant to prompt payment provisions in state law, terms and conditions in grants to RTPA from state and federal agencies, and federal regulations applicable to procurements with DBE requirements, payment is typically required by RTPA prime contractors to their subcontractors within 15 days. RTPA monitors payments to DBE subcontractors through use of monthly progress reports from contractors.

### Appendices

- U/DBE &SB Monthly Participation Progress Report (Appendix 14d)

## SECTION 026 – LIQUIDATED DAMAGES PROVISIONS

1. RTPA may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine.
2. The use of liquidated damage provisions is at the discretion of the Executive Director.
3. 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. Any liquidated damages recovered shall be credited to the project account involved unless the grantor agency permits otherwise. Documentation establishing how the liquidated damages amount was determined will be provided by the project manager for the contract file.

### Appendices

- None

## SECTION 027 – CONTRACT AWARD ANNOUNCEMENT

Once the contract terms have been negotiated, a post-award notice should be sent to those bidders/offerors who were not selected for the award. The Contracts Officer will send a notice to proceed to the successful proposer/bidder following execution of a contract. If RTPA implements a contract award announcement procedure for federally funded procurement for goods or services (including construction services), the announcement should specify the amount of federal funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services.

### Appendices

- Post-Award Notice to Unsuccessful Proposers (Appendix 21)
- Notice to Proceed (Appendix 22)

## SECTION 028 – CONTRACT PROVISIONS

All contracts should include provisions to define a sound and complete agreement. In addition, contracts and subcontracts should contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate, for all contracts in excess of the small purchase threshold.
2. Termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

### Appendices

- None

## SECTION 029 – CARDINAL CONTRACT CHANGE

1. A cardinal contract change is a significant change in contract work (goods 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. Such practices are sometimes informally referred to as “tag-ons.” A change within the scope of the contract (sometimes referred to as an “in-scope” change) is not a tag-on or a cardinal change.
2. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases. The following guidance should be used, however, in order to determine if a change is a cardinal change and if such a change will therefore constitute a sole source. Legal Counsel should be consulted to make a final determination regarding whether a particular contract change will constitute a cardinal change.
  - a. Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an “out-of-scope” change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) supports this policy.

- b. Customary Marketing Practices. Marketing practices can influence the determination of which changes will be “cardinal.”
- c. Balancing Test. Based on 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, is the change significant? Generally, a change that causes the contract value to exceed the advertised potential contract value by more than 25 percent will be considered a cardinal change.
- d. 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. Another cardinal change would, at this time, include 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. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.
- e. 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. RTPA will not necessarily treat these federal procurement decisions as controlling, however, RTPA intends to 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.
- f. Managing A&E Contracts and Task Orders. When maximum values are set forth in a contract or TO, the contract manager must carefully track the dollar value capacity to avoid exceeding the stated maximum amount(s). The Contracts Officer will verify capacity of funds and time prior to preparation of the amendment or TO. Amendments or task orders issued in excess of the stated maximum time or amount in the contract may be treated as sole source procurements. The intent of the parties at origination of a contract or TO that is intended to cover a phased project should contain a description of the plan for future deliverables or services by amendment or additional TOs in order to avoid the need for sole source documentation. Such a plan should be described in the contract or TO so as to clearly establish that such future deliverables and/or services are conditioned upon applicable matters within RTPA’s discretion such as availability of funds, budget, contractor performance, and RTPA’s best interest.

## Appendices

- None

## SECTION 030 – STATUTORY AND REGULATORY REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

1. A current (but not all-inclusive) list of statutory and regulatory requirements applicable to RTPA procurements (such as Davis-Bacon Act, DBE, Clean Air, and Buy America) is contained in RTPA contract templates. RTPA is responsible for evaluating these requirements for relevance and applicability to each procurement. For example, procurements involving the purchase of iron, steel, and manufactured goods will be subject to the “Buy America” requirements in 49 C.F.R. Part 661 if there is FTA funding, but different Buy America provisions will apply if there is FHWA funding in a procurement.

2. It is the responsibility of each person in the procurement process to ensure that all required clauses specific to the type of procurement and funding type are included in the contract boilerplate, that those federal clauses accompany all bid or proposal documents, that the bidder/offeror completes the required certifications and that the PO or contract includes reference to the clauses and contains signed certifications.

## Appendices

- None

## SECTION 031 – PURCHASE ORDERS AND BLANKET PURCHASE ORDERS

1. The Contracts Officer will determine if a BPO is feasible. A PO or BPO may not exceed the applicable small purchase threshold. A PO or BPO may not be used if the standard purchase order terms and conditions are not sufficient to protect RTPA's interests. If tailored terms and conditions are needed due to the nature of the goods or services being purchased or the risks of the project, a contract is required. POs and BPOs are only intended to be used for goods and services that are ordered routinely and repeatedly.
2. POs must include applicable standard terms and conditions, which must be selected based on funding types and the items or services being procured.
3. Before a PO is selected as the method of procurement, a purchase order checklist will be used to ensure a PO is appropriate.
4. BPOs are intended to enable the rapid and routine procurement of various items without processing each order on a separate PO.
5. The requestor may suggest potential vendors if the simplified procurement process has been utilized. The Contracts Officer is ultimately responsible for reviewing the simplified procurement process used for a PO or BPO, including the ICE and record of negotiation (RON).
6. If a BPO is used, the vendor is given the BPO number assigned and the dollar limit which covers a fiscal-year period. A BPO may be requested at any point during the year, but will only be in effect for the fiscal year. Additional years may be approved by the Contracts Officer so long as the approval is consistent with Board policies concerning procurements.
7. Once a BPO is established, the requestor will place each individual order, ensure proper expense account coding, and approve the amount to be paid from the BPO. The Executive Director or his/her designee should confirm that goods or services have been received by signing the packing slip received with each order and include a copy with the invoice to be paid.

## Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Purchase Order Checklist (Appendix 31)
- Notice of Intent to Award (Appendix 16)

## **SECTION 032 – DELEGATION OF AUTHORITY AND APPROVALS**

All procurements **MUST** be approved by the RTPA Executive Director.

All procurements exceeding \$15,000 must be approved by the Executive Director and by the Board of Directors. Transactions approved by persons without authority are void.

In the event of an emergency or urgent need, the Executive Director is authorized to take all necessary actions to prevent significant unnecessary loss to RTPA, a shut down of public services, or to address a situation threatening the health or safety of persons or property, including but not limited to, authorization to contract with a contractor or consultant on a sole sources basis, consistent with applicable state or federal law without prior approval from the Board of Directors. In the event such an emergency or urgent need occurs, the Executive Director will consult with the President of the Board and submit a report to the Board of Directors at its next regular meeting in order to obtain ratification for those actions.

### **Appendices**

- None

## **SECTION 033 – PROCUREMENT CARDS**

RTPA will maintain credit cards under the control of the Director of Finance and Administration which will allow for cost- and time-effective procurements. Use of credit cards is subject to the procurement requirements applicable to micro and small purchases as detailed in Section 22.

### **Appendices**

- Credit Card Charges Summary (Appendix 35)

## **SECTION 034 – CLOSEOUT OF CONTRACT AND TASK ORDERS**

At the conclusion of the work assigned to a contractor in a contract or task order, the project manager is responsible for notifying the Contracts Officer that the contract or task order is being closed out. An evaluation of the contractor should also be completed by the project manager and a copy provided to the Contracts Officer to include in RTPA's records. When a contract or task order is being terminated, the project manager also must notify Director of Administration and Finance that the remaining funds in the contract or task order can be liquidated and unencumbered.

### **Appendices**

- None

## **SECTION 035 - DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL OPPORTUNITY**

1. DBEs should have the maximum opportunity to participate in the performance of RTPA's federally funded procurements and contracts. RTPA will fulfill its DBE obligations in its DBE plan by ensuring fair and full

utilization of DBEs in the purchase of equipment, materials, and supplies and in the performance of contracts and subcontracts.

2. The required DBE clauses will be included in any and all DOT-financed agreements executed by RTPA. It is the policy of the DOT and RTPA that DBEs as defined in 49 CFR Part 26 should have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to such procurements. Contractors must agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Contractors must not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. DBE Accountability
  - a. RTPA should monitor DBE payments under POs, contracts, or any other method used to expend funds with a certified DBE firm.
  - b. A DBE directory should be maintained.
  - c. The Contracts Officer will request a listing of DBE vendors from the directory for all federally funded procurements when a formal solicitation is used. The Contracts Officer is to supplement RTPA's bid list by adding a sufficient number of DBE firms so that the notice to offerors/bidders can be distributed to all firms on the bid list created for the specific procurement activity. When there is a subcontract opportunity or it is deemed appropriate, a contract goal should be defined and documented.
  - d. RTPA will monitor POs and contracts on an ongoing basis to assure compliance with the applicable DBE program(s).
  - e. The establishment of one or more contract goals for a formalized procurement will be documented by the Contracts Officer based on the availability of the Underutilized DBEs (UDBEs) in the geographical area for the specific type of procurement and the judgment that the goal can reasonably be met by the bidder/proposer.
  - f. If at the time of bid or proposal submittal the DBE/UDBE goal is not met and if required by law, the bid or proposal will be requested for review by the Contracts Officer or a consultant to assure that a good faith effort has been met. The Contracts Officer will document that the bidder/proposer was either found responsive to the DBE/UDBE requirements of the RFP/IFB or has been deemed non-responsive by completing the "responsive checklist" if DBE/UDBE provisions are applicable.

#### 4. Records and Reports

RTPA provides data about its DBE programs as directed by DOT operating administrations. RTPA creates and maintains a bidders list by collecting the data from bidders or through surveys. This list provides accurate data about DBE/UDBE and non-DBE contractors and subcontractors who seek to work on RTPA's federally assisted contracts for use in setting overall goals. RTPA will obtain the following information about these DBE/UDBE and non-DBE contractors and subcontractors:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE/UDBE or non-DBE;
- d. Age of the firm; and
- e. The annual gross receipts of the firm – information is obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than \$500,000; \$500,000 to \$1 million; \$1 to 2 million; \$2 to 5 million; etc.) rather than requesting an exact figure.

5. DBE Requirements
  - a. RTPA has to fulfill the DBE requirements for all DOT-funded projects receiving planning, capital, and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in funds in a federal fiscal year.
  - b. RTPA must submit a DBE program to the concerned operating administration. Once the operating administration has approved the program, the approval counts for all DOT-assisted programs (except that goals are reviewed by the particular operating administration that provides funding for DOT-assisted contracts). RTPA also will enter into an implementation agreement for its DBE program when required by a funding agency.
  - c. Additional information regarding RTPA's DBE programs can be found in its FTA and FHWA DBE programs documentation.

## Appendices

- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)
- Subconsultant List (Appendix 13)
- Bidders List (Appendix 14a)
- Local Agency U/DBE Commitment Form (Appendix 14b)
- DBE/UDBE Information – Good Faith Efforts Form (Appendix 14c)
- U/DBE & SB Monthly Participation Progress Report (Appendix 14d)
- Final Report – Utilization of U/DBE and SB, First-Tier Subconsultants (Appendix 14e)

## SECTION 036 – PROCUREMENT REQUISITIONS

1. The procurement process formally begins with the preparation and submission of a procurement initiation packet to the Contracts Officer. The procurement requisition packet consists of the following forms:
  - a. Scope of work/statement of work (SOW)
  - b. ICE or Engineer's Estimate
  - c. Project schedule
  - d. Specification (if available)
  - e. RON (for task orders)
  - f. Sole Source or Limited Competition Justification form (if applicable)
2. The project manager will complete the procurement initiation form by providing the following information:
  - a. Entering the requestor name, department, project number, procurement value, date the service is needed, justification for procurement, and ICE value, description of services or goods, funding source, (if it will be a sole source or agreement with another government agency) vendor information, and any other applicable information that is required on the procurement requisition.
3. The procurement will be assigned to the Contracts Officer who will be responsible for the following:
  - a. Completing a draft document such as a task order, amendment, memorandum of understanding (MOU), etc. per the request
  - b. Determining if a DBE/UDBE contract goal needs to be set or re-evaluated and arranging for the goal setting documentation to be prepared internally or by a consultant.

- c. Determining whether a pre-award is required and arranging for an auditor to carry out the audit.
  - d. Setting the estimated procurement schedule when a formal procurement method is used.
  - e. Reviewing any grants or agreements concerning the funding that will be used for the procurement and incorporating necessary provisions or referencing any pass-through obligations in the draft contract, task order, MOU, etc. so that document provisions can be tailored accordingly.
  - f. Sending the final formatted contract to the consultant/contractor for signature.
  - g. Once the signed contract is received, routing the signed document for final signature per the Director Delegation and/or Red Flag approval process.
  - h. Sending a copy of the executed contract to the consultant/contractor.
4. When a credit card is used, a sales receipt must be attached with the signature of the person taking possession of the goods attesting to such receipt.
  5. The MOP form is intended to assist project managers and the Contracts and Procurement Department in determining the rationale for the selection of procurement method and cost type of a solicitation and should be filled out in accordance with Section 042 of this manual.

## Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Limited Competition Approval Form (Appendix 25)
- Sole Source Approval Form (Appendix 1)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)

## SECTION 037 – INDEPENDENT COST ESTIMATE (ICE)

1. In the FTA Circular 4220.1.F, it is specified that grantees should perform a cost or price analysis in connection with every procurement action including change orders, contract modifications and sole source procurements.
2. The intent of the Circular 4220.1.F, with respect to cost and price analysis (which logically begins with an in-house cost estimate) is to capture every procurement, not just “major” procurements. The degree of the analysis and the degree of detail of the in-house cost estimate depend on the size and complexity of the procurement. An ICE or EE should be developed for every procurement and the estimate must be documented using the appropriate standardized RTPA form. A consultant not otherwise involved in the procurement, who has signed appropriate conflict of interest forms including a Form 700 and does not have a conflict, may prepare and sign the ICE if RTPA staff member will be involved in negotiating the final price, level of effort, or other cost issues.
3. A cost analysis should be used when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. For example, when the offeror submits elements (such as labor hours, overhead, materials) of the estimated cost, (such as professional consulting and A&E contracts); when price competition is inadequate; when only a sole source is available, even if the procurement is a contract modification or; in the event of a change order. RTPA, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.



- a. Establishing Indirect Cost Rates. For contracts other than A&E contracts, if the contractor or subcontractor does not have an approved government indirect cost rate agreement, the contract's dollar value should determine how that rate is verified.
    - i. Contracts of \$5 million or less. The audit recommendations of the contractor's certified public accountant or indirect cost information in the contractor's annual statement to their stockholders, shareholders, or owners or examples of acceptance of their rates by other governmental agencies within the last six months should be used.
    - ii. Contracts exceeding \$5 million. If federal funding is being used, the Defense Contract Audit Agency, another federal cognizant audit agency, or an accounting firm approved by the federal government to perform audits for the federal government must verify the contractor's rates.
  - b. Profit. Profit should be negotiated as a separate element of the cost for each contract or task order in which there has been no price competition and in all acquisitions in which RTPA performs or acquires a cost analysis. To establish a fair and reasonable profit, RTPA considers the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
4. If RTPA determines that competition was adequate, a price analysis (rather than a cost analysis) should be used to determine the reasonableness of the proposed contract price. RTPA may use an abbreviated price analysis for micro and small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which the Contracts Officer can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

## Appendices

- Procurement Requisition Form (Appendix 2)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)

## SECTION 038 – INSURANCE REQUIREMENTS

It is the policy of RTPA to require that third-party contractors or consultants maintain insurance coverage to meet insurance standards contained in specific contract boilerplate. Proof of insurance coverage shall be documented by the Contracts Officer.

## Appendices

- None

## **SECTION 039 – METHOD OF PROCUREMENT SELECTION (MOPS) FORM**

The Contracts Officer is responsible for attaching and completing all required sections of a MOPS Form, and related memos if needed to ensure satisfactory documentation of the competitive procurement decision making process is enclosed in the contract folder.

### **Appendices**

- Method of Procurement Selection Form (Appendix 10)

## **SECTION 040 – PROCUREMENT DOCUMENTS**

At a minimum the contract folder should include:

1. Solicitation document (IFB, RFQ, or RFP)
2. Contract (agreement/MOU/lease/letter agreement/PO/etc.)
3. Amendments
4. Task orders
5. Documentation establishing reasonableness of procurement method (MOPS, procurement requisition, Purchase Order Checklist, Sole Source Approval form, Limited Competition Approval form)
6. Documentation establishing reasonableness of amount paid (ICE, RON, evaluation committee score sheets)
7. Documentation of required federal forms and U/DBE compliance
8. Documentation establishing selection of payment method.

### **Appendices**

- None

## **SECTION 041 – REVISIONS TO MANUAL**

Unless otherwise noted in this manual, revisions or waivers to any of the procedures in this manual may only be approved by the:

9. The Executive Director; or
10. The Board (if such revisions conflict with current Board policy).

## **SECTION 042 – ADVERTISING OF SOLICITATIONS**

1. All RFPs, RFQs, and IFBs (collectively “solicitations”) will be advertised, at a minimum, as set forth elsewhere in this manual depending on the type and amount of the procurement. If the complexity or the specialized nature of the procurement warrants additional advertising, the Contract Officer should be consulted. All solicitations in excess of the applicable small purchase threshold, which are not sole source or limited competition procurements, will be advertised on RTPA’s webpage.

2. A notice of solicitation will be sent to all firms identified as interested in the type of project being advertised. If no clear category for the type of project is maintained, then the project manager and Contracts Officer should use their best judgment in selecting multiple categories to ensure an adequate response to the solicitation.
3. The preferred publication for the advertisement of construction and A&E procurements is the County Trade Journal. Additional publications, in a newspaper of general circulation and at least one DBE/small business directed or trade newspaper published in the county, is required for competitive procurements over \$100,000.

### Appendices

- Solicitation Notification (Appendix 15)

## **SECTION 043 – DISTRIBUTION OF ADVERTISED SOLICITATION DOCUMENTS**

1. All of RTPA's solicitation documents for procurements in excess of the applicable small procurement threshold are made available on its website including map, drawings, and other documents. At the time that the solicitation documents are posted, businesses that have requested notice of solicitations of the type being posted via registration on RTPA's website, as well as any other qualified business RTPA staff desires a proposal from, should be sent a solicitation notification.
2. When RTPA staff provides solicitation documents to someone not currently in RTPA's online vendor database, RTPA should request the proposer to register in RTPA's online vendor database.
3. For construction bids, RTPA staff will add the contractor to the bidders list and request that the contractor register in RTPA's online vendor database.

### Appendices

- Solicitation Notification (Appendix 15)

## **PART III - APPENDICES**

Project Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor/Consultant/Vendor: \_\_\_\_\_

Project Number: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Project Description:

**Notice: Contracting without providing for full and open competition is prohibited unless justified on one or more of the boxes below. A requisition must be attached to this form.**

**THE FOLLOWING MUST BE ANSWERED AFFIRMATIVELY**

BY MARKING THE BOXES BELOW, YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.

- The need for a sole source is not due to a failure to plan or a lack of advanced planning.
- The need for a sole source is not due to concerns about the amount a Federal assistance available to support the procurement (for example, expiration of Federal assistance available for award).

**JUSTIFICATION FOR AWARD OF SOLE SOURCE CONTRACT (W/FEDERAL FUNDING)**

- Staff solicited competitive bids and was unable to obtain a responsive bidder.
- The grantor agency providing the federal funds has approved sole source procurement.
- The service is only available from a single source because contractor will be required to use confidential information, intellectual property, or trade secrets owned by contractor.
- The federal grantor agency made the award of funds being used based on RTPA's use of a particular team of contractors, and the contractor listed above is one of the team members identified in the funding application.
- The work is necessary to continue development or production of highly specialized equipment or components thereof, and it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition or when it is likely that award to another contractor would result in unacceptable delays in fulfilling RTPA's needs.
- Sole source is authorized by statute, or only one contractor can comply with specific statutory requirements.
- A national emergency exists, and a particular facility or contractor is needed to achieve mobilization.
- The disclosure of RTPA's needs in a public procurement process would compromise national security.
- A particular expert or neutral person's services are needed for a current protest, dispute, claim, or litigation.
- A competitive procurement is precluded by the terms of an international agreement or treaty or the written directions of a foreign government providing reimbursement for the cost of the supplies or services.
- To establish or maintain an educational or other nonprofit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.

**ADDITIONAL JUSTIFICATIONS FOR AWARD OF SOLE SOURCE CONTRACT (W/NO FEDERAL FUNDING)**

- Only one contractor/consultant/vendor who can provide unique/highly specialized item/ service.
- Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract.
- Cost to prepare for a competitive procurement exceeds the cost of the work or item.
- The item is an integral repair part or accessory compatible with existing equipment.
- The item or service is essential in maintaining research or operational continuity.
- The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur substantial cost in time and/or money.

**EXPLANATION:**

## PROCUREMENT REQUISITION

(STARTS THE PROCUREMENT PROCESS FOR A PURCHASE OR CONTRACT)

Contract #:	Contract Amendment # (If applicable)	<b>CONTRACTS USE ONLY</b> Date Complete Package is Received by Contracts Officer Procurement Type: Purchase Order #: Vendor ID:	
Task Order # (if applicable):	Task Order Amendment # (If applicable)		
Is this procurement a sole source? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>COMPLETE ALL APPLICABLE FIELDS BEGINNING HERE DOWN TO THE CONFIRMATION SIGNATURE SECTION</b>			
Requestor Name:	Date:		
Department:	Extension:		
OWP Number(s):	Cost Code:		
Total Contract: \$	<input type="checkbox"/> UDBE ____%	<input type="checkbox"/> DBE ____%	<input type="checkbox"/> Not Applicable
This Task Order: \$	<input type="checkbox"/> UDBE ____%	<input type="checkbox"/> DBE ____%	<input type="checkbox"/> Not Applicable

Procurement Justification:

Independent Cost Estimate (ICE): \$

Every procurement requires a cost or price analysis that begins with an ICE. Procurements less than \$5,000 may use a simplified ICE form. Procurements over \$50,000 should use a standard ICE form listing hours, classifications, and rates by tasks. By approving this requisition, the requester attests that the ICE is a fair and reasonable estimation of costs that was independently prepared prior to solicitation.

QTY – use “1” U/M – use “lot” DESCRIPTION – describe services or product UNIT COST – individual cost EXTENDED COST – QTY multiplied by UNIT COST

QTY	U/M	DESCRIPTION	UNIT COST	EXTENDED COST
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<b>SUBTOTAL</b>	\$0.00
<b>ATTACHMENTS</b> (as applicable): <input type="checkbox"/> Scope of Work and Schedule <input type="checkbox"/> Payment/Fee Schedule <input type="checkbox"/> Quotes <input type="checkbox"/> ICE <input type="checkbox"/> RON <input type="checkbox"/> Sole Source Justification <input type="checkbox"/> Other (SPECIFY):			<b>TAX</b>	
			<b>FREIGHT</b>	
			<b>TOTAL PRICE</b>	\$0.00

Funding Source: (CHECK/DEFINE ALL THAT APPLY)

Federal	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FTA	<input type="checkbox"/> FHWA	<input type="checkbox"/> Other (DEFINE):
State	<input type="checkbox"/> YES <input type="checkbox"/> NO	Caltrans or Other State Funding Description:		
Local	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Other (DEFINE):		
Grant	<input type="checkbox"/> YES <input type="checkbox"/> NO	Contract Number (for grant):	Grant Number:	\$ Amount:
Grant Description: Grantor Pass-Thru Funding Obligations? <input type="checkbox"/> YES <input type="checkbox"/> NO				

VENDOR INFORMATION	DELIVERY ADDRESS
Name: _____	
Address: _____	
Tax ID: _____	
Phone: _____ Fax: _____	
Contact: _____ Email: _____	

**CONFIRMATION/APPROVAL SIGNATURE(S)**

\*By approving the requisition, project manager asserts that the SOW for this procurement is within the SOW of the underlying agreement.

Project Manager: _____	Date: _____
Finance Director: _____	Date: _____
Executive Director: _____	Date: _____

# **RTPA STANDARD OF CONDUCT**

## **I. INTRODUCTION AND APPLICABILITY**

This document established the standard of conduct applicable to all RTPA staff.

## **II. GUIDE TO ETHICAL DECISION MAKING**

To assist in fostering a climate of ethical awareness, conduct, and decision making at RTPA, staff may find it useful to refer to or consider, either by themselves or if they are uncertain, in conjunction with the Executive Director and RTPA legal counsel, the following five questions:

1. Is the decision or conduct lawful?
2. Is the decision or conduct consistent with RTPA's policies and goals?
3. Can the decision or conduct be justified in terms of public interest and would it withstand public scrutiny?
4. What will the outcome be for the staff member, other staff, RTPA, and others?
5. Do these outcomes raise a conflict of interest or lead to private gain to the staff member or the staff member's family at RTPA expense?

### **Recognizing a Conflict of Interest**

1. In addition to the provisions of the Political Reform Act, as enforced by the Fair Political Practices Commission, conflict of interest exists when it is likely that a staff member could be influenced, or could be perceived to be influenced, by a personal interest in carrying out their duties of employment. Conflict of interest that leads to biased decision making may constitute corrupt conduct.
2. No staff member shall participate in the selection, or in the award or administration of, a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the staff member, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. Some related interests that may give rise to a conflict of interest include:
  - a. Personal beliefs or attitudes that influence the impartiality of advice given;
  - b. Personal relationships with the people RTPA is dealing with that go beyond the level of a professional working relationship;
  - c. Secondary employment that compromises the integrity of the employee and RTPA.
4. In all purchases for RTPA, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. RTPA staff are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or business relationship with a person or business entity



seeking a contract. An individual employee may often be the only person aware of the potential for conflict. It is, therefore, their responsibility to avoid any financial or other interest that could compromise the impartial performance of their duties, and disclose any potential or actual conflict of interest to the Executive Director.

5. If a staff member is uncertain whether a conflict exists, he/she should discuss the related interest matter with the Executive Director and attempt to resolve any conflicts of interest that may exist. To resolve any conflict of interest that occurs, or could occur, a range of options is available, depending upon the significance of the conflict. These options include:
  - a. Recording the details of the disclosure and taking no further action because the potential for conflict is minimal or can be eliminated by disclosure or effective supervision;
  - b. The staff member relinquishing the personal interest;
  - c. The staff member being removed from the task/activity/situation where the conflict could occur.
6. Disputes over alleged conflicts of interest should be resolved by the Executive Director.

### **Prohibition Against Financial Interest in a Contract**

1. It is unlawful for any Designated Staff to be financially interested in any contract made by them in their official capacity.
2. It is unlawful for any contract to be made by the RTPA Board or any committee established by RTPA's Board or a committee if any individual member of the body has a financial interest in the contract.
3. For purposes of the prohibitions set forth above in subsections 1 and 2 of this section, the term financial interest means any interest, other than a remote interest as prescribed in California Government Code section 1091 or a non-interest prescribed in California Government Code section 1091.5, which would prevent the Designated Staff involved from exercising absolute loyalty and undivided allegiance to the best interests of RTPA.
4. Any Designated Staff with a remote interest in a prospective contract of RTPA's must disclose the existence of the remote interest to the committee or other body on which the Designated Staff is a member if that committee has any role in creating, negotiating, reviewing, or approving the contract; and the Designated Staff must abstain from influencing or anticipating in the creation, negotiation, review, or approval of the contract.

### **Prohibition Against Influencing RTPA Decisions Affecting Economic Interests**

1. It is unlawful for any Designated Staff to knowingly influence a RTPA decision if it is reasonably foreseeable that the RTPA decision will have a material financial effect on:
  - a. the Designated Staff or a member of his or her immediate family, if the material financial effect is distinguishable from its effect on the public generally; or

- b. any of the following economic interests:
  - 1) any business entity in which the Designated Staff or a member of the Designated staff's immediate family has invested \$2,000 or more; and
  - 2) any business entity for which the Designated Staff or a member of the Designated Staff's immediate family is a director, officer, partner, trustee, employee, or holds any position of management; and
  - 3) any real property which the Designated Staff or a member of the Designated Staff's immediate family has invested \$2,000 or more; and
  - 4) any person from whom a Designated Staff or a member of the Designated Staff's immediate family has received (or by whom you have been promised) \$500 or more in income within twelve months prior to the municipal decision; and
  - 5) any person from whom a Designated Staff or a member of the Designated Staff's immediate family has received gifts which total \$420 or more within twelve months prior to the municipal decision. This gift threshold is subject to adjustment as set forth in Title 2, section 18940.2, of the California Code of Regulations; and
  - 6) the personal expenses, income, assets, or liabilities of a Designated Staff or a member of the Designated Staff's immediate family.
- 2. For purposes of this section, "material financial effect" has the same meaning as that term is used in Title 2, sections 18705 through 18705.5 of the California Code of Regulations.

### **Prospective Employment of Designated Staff**

- 1. It is unlawful for any Designated Staff to make, participate in making, or use his or her official position with RTPA to influence a RTPA decision involving the interests of a person with whom he or she is seeking, negotiating, or securing an agreement concerning future employment.
- 2. It is unlawful for any person who has a matter pending before RTPA to negotiate, directly or indirectly, knowingly or willfully, the possibility of future employment of a Designated Staff who is making, participating in making, or using his or her official position to influence, a RTPA decision concerning that matter.

### **Restrictions Concerning Contracts and Procurements by Current and Former Employees**

- 1. Notwithstanding any other section of this Policy, RTPA shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:
  - a. Persons employed by RTPA;
  - b. Profit-making firms or businesses in which RTPA employees serve as officers, principals, partners, or major shareholders;
  - c. Persons who, within the immediately preceding six (6) months, were employed by RTPA and (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and

- d. Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

### **III. DEFINITIONS**

- **Compensation:** The receipt of any monetary or non-monetary payment for the services or time of a person. Compensation includes, but is not limited to, salary, wages, fees, and any discount or economic opportunity not made available in the regular course of business to members of the public.
- **Confidential Information:** (a) At the time of the use or disclosure of the information, the disclosure is prohibited by a statute, regulation, or rule which applies to RTPA; or (b) the information is not general public knowledge and will have, or could reasonably be expected to have, a material financial effect on any source of income, investment, or interest in the real property of RTPA; or (c) the information pertains to pending contract, labor, or real property negotiations and disclosing the information could reasonably be expected to compromise the bargaining position of RTPA; or (d) the information pertains to pending or anticipated litigation and disclosing the information could reasonably be expected to compromise the ability of RTPA to successfully defend, prevail in, or resolve the litigation.
- **Designated Staff:** Any RTPA staff member who is required to file a statement of economic interests pursuant to the California Political Reform Act of 1974 (Form 700), as amended.
- **Person:** Means any individual, business entity, trust, corporation, association, committee, or any other organization or group of persons acting in concert, whether for profit or not for profit.
- **Public Agency:** Means the United States or any of its agencies; the State of California; a city; any political subdivision of the State, including counties and districts; or any public corporation, agency, or commission.
- **Position of Substantial Responsibility:** Means a position in which a person took part personally and substantially by rendering a decision, approval, or disapproval for a department's projects; by making a formal written recommendation; by conducting an investigation; by rendering advice on a significant basis; or by using confidential information.
- **RTPA Decision:** (a) The drafting, introduction, consideration, reconsideration, adoption, defeat, or repeal of any ordinance or resolution; and (b) the amendment of any ordinance or resolution; and (c) a report by RTPA staff to the Board or a committee; and (d) contracts; and (e) quasi-judicial decisions, including: (1) any decision on a land development permit, map, or other matter; or (2) any declaration of debarment; and (f) any other decision of the Board or a RTPA committee.

### **IV. GOALS AND OBJECTIVES**

RTPA staff, Board members and the community at large have a right to expect the business of RTPA to be conducted with efficiency, fairness, impartiality, and integrity. Employment at RTPA carries with it an

obligation to the public interest. It requires standards of professional behavior from staff that promote and maintain public confidence and trust. At the same time, staff should not be subject to unnecessary restrictions simply because they work for RTPA. Staff has all the normal rights of persons under state and federal law. Although no one set of rules can answer all ethical questions, this Standard of Conduct provides RTPA staff with an ethical framework for their decisions, actions, and behavior. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behavior expected of staff. Staff is expected to comply with this policy as well as all other state and federal laws regarding employment by public agencies including, but not limited to, conflict of interest laws.

## **V. GENERAL PRINCIPLES**

Staff must abide by the following principles when doing their work:

1. Staff are to implement the policies and decisions of RTPA in an impartial manner. In particular, staff shall comply with all applicable laws regarding conflicts of interest, including, but not limited to, the California Political Reform Act, and the provisions of the California Government Code regarding Prohibited Interests in Contracts, as these laws may be amended from time to time.
2. Staff are to treat their colleagues and members of the public fairly and consistently, in a non-discriminatory manner with proper regard for their rights and obligations. In this regard, staff should perform their duties in a professional and responsible manner. They should ensure that their decisions and actions are reasonable, fair, and appropriate to the circumstance, based upon consideration of all the relevant facts and supported by adequate documentation.
3. Staff are to promote confidence in the integrity of RTPA and always act in the public interest and not in their private interest while conducting RTPA business. Staff should protect the reputation of RTPA. They should not engage in activities, at work or outside work that would bring RTPA into disrepute.
4. Staff are to provide relevant and responsible service to the public and other staff, providing necessary and appropriate assistance. They should provide information promptly and in an appropriate format that is easy for the recipient to understand. The information should be clear, accurate, and complete.
5. Staff should keep up to date with advances and changes in their area of expertise and look for ways to improve performance and achieve high standards of work. They should use their authority, available resources, and information only for the work-related purpose intended.

## **VI. ACCEPTANCE OF GIFTS, BENEFITS, OR GRATUITIES**

In addition to requirements set forth in the Political Reform Act, as enforced by the Fair Political Practices Commission, staff should not accept gifts or benefits that are intended to, likely to, or be perceived to cause staff to act in a partial manner in the course of their duties. Staff will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value equal to or in excess of \$50 on an annual, aggregate basis from potential or current consultants or contractors, parties to sub-agreements, or other contracting parties. General guidance regarding these limitations may be found below. Gifts: Staff are prohibited from accepting gifts from vendors or from representatives of any non-governmental organization that provides, or is desirous of contracting with RTPA if the aggregate annual value of the gift or gifts will equal or exceed \$50. This prohibition applies to any gift, gratuity, favor, entertainment, or loan, and includes such items as liquor, lodging, travel, food, and tickets to public functions (sports events, theater, etc.).

## ***Appendix 3***

1. **Business Related Functions:** Acceptance of an invitation to join a vendor at a function being attended for official agency business may be permitted by the Executive Director. Included in this category are luncheon meetings, lunches incidental to a business meeting held before or after the lunch period, and business-related dinners.
2. **Industry Meetings:** At industry meetings, seminars, or other related functions where the employee's attendance is being funded by RTPA, it is permissible to accept hospitality at activities that are provided for the benefit of all industry people and are commonly accepted as being a part of the group activities. The maximum annual aggregate amount of gifts an employee may accept from a particular vendor must be less than \$50.
3. **Entertainment:** RTPA staff may not be guests of a vendor, purchaser, contractor, or representative of a service organization at a sports event, theater, etc. These activities are not connected with RTPA business and could be criticized by the public or competitors of the host. The reason a company would act as such a host could be because the vendor, purchaser, contractor, etc. wants to solidify its position, influence the decision of the guest, or show its appreciation. When confronted with doubtful situations, RTPA staff should refuse the offer. The possibility of placing oneself, or RTPA, in a compromising position is thus avoided.

## **VII. REPORTING CORRUPT CONDUCT**

Staff is urged to report suspected corrupt conduct to the Executive Director.

# Contractor's Statement of Experience and Financial Condition

**CONFIDENTIAL** Contractor's Statement of Experience and Financial Condition (Updated  
\_\_\_\_ 2014)

To be submitted to the Regional Transportation Planning Agency (RTPA)

Submitted by: \_\_\_\_\_  
Name of Firm

Address: \_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City State ZIP Code

Contractor Primary Point of Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
(Area Code) xxx-xxxx

Contract No.: \_\_\_\_\_

Contract Bid Amount: \_\_\_\_\_ Project CIP No.: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

All pages of the questionnaires and financial statements should be marked "CONFIDENTIAL".

RTPA Address

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## INSTRUCTIONS FOR SUBMITTING

### Contractor's Statement of Experience and Financial Condition (CSOEFC)

#### **FREQUENCY OF SUBMISSION**

A new CSOEFC will be required each time a bidder responds to an invitation for bid for a RTPA project containing a requirement for submission of a CSOEFC. The CSOEFC will no longer be valid for one year. It shall be the contractor's responsibility to ensure that the CSOEFC will be applicable to the project for which the CSOEFC is being submitted and that all information in the CSOEFC is up to date and accurate.

#### **EVALUATION OF CSOEFC**

For Invitations for Bids (IFBs), RTPA shall only evaluate the CSOEFC of the apparent lowest bidder. If the apparent low bidder does not meet the required qualifications, only then will RTPA evaluate the next apparent lowest bidder.

#### **AGE OF FINANCIAL INFORMATION**

RTPA reserves the right to reject statements in which the financial condition shown is twelve months or more prior to the date the CSOEFC was required to be submitted.

#### **DATA REQUIRED**

All applicable portions of the form should be filled out completely, with schedules being attached if the space provided is not sufficient.

It will be acceptable, in lieu of completing the specific schedules in the financial portion of the statement, for the contractor to submit the customary accountant's report and schedules, provided that they include all of the information specifically requested in the form.

It is essential that the questions regarding construction experience be completed as such experience is a major consideration in establishing qualifications.

#### **AFFIDAVITS**

The appropriate affidavit must be completely executed or the statement will be returned. Where a consolidated statement is submitted to obtain joint qualification of several organizations, an appropriate affidavit must be executed for each entity that is a part of the joint venture. If firms are bidding or responding as a joint venture and have no consolidated statement, each partner in the joint venture must submit their own CSOEFC.

#### **ACCOUNTANT'S CERTIFICATE**

**The certificate of a Certified Public Accountant or Public Accountant will be required in all cases.** A suggested form of unqualified certificate is included which may be used if appropriate. However, it will be acceptable for the accountant to submit a certificate in his own words, including such qualifications as may be necessary in view of the scope of this assignment; provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to RTPA.

Bearing in mind that working capital and the dollar value of previous construction projects worked on are important factors in determining the qualification of a contractor, the accountant will perform a valuation service for his or her client and at the same time assist RTPA by furnishing supplementary schedules, or as a part of his or her certificate, any information not specifically called for by the statement which in the accountant's opinion may be properly taken into consideration.

In the event that the contractor's job income and expenditures are accounted on a completed-contract basis and the balance sheet includes an item reflecting the excess of costs-to-date over billings-to-date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.

#### **LICENSING**

Contractor requirements shall be guided by Division 3 of the Business and Professional Code concerning the licensing of contractors."

**COMPLETENESS**

All forms must be completed, or the bidder must note where the required information is reflected in the attachments.

**BIDDING INFORMATION**

1. Any contractor may download an Invitation for Bid (IFB) package free of charge from the RTPA website.
2. Should contractors desire to bid or respond jointly, a joint-qualification statement containing information regarding each of the contractors must be submitted. Attention is called to the “Contractors’ License Law” with respect to the license requirements for joint bids or responses.

**REVIEW PROCESS**

Qualification approvals are based on showing evidence of the availability of sufficient working capital, the dollar value of previous contracts worked on, and the successful completion of previous contracts exceeding five times the annual value of the RTPA contract, subject to adjustment upon consideration of experience, equipment, and performance factors.

Working capital may be augmented by submission of Statement of Bank Credit (See Exhibit 6).

**RTPA QUALIFICATION REGULATIONS**

RTPA requires a CSOEFC for all contracts where the estimated cost exceeds \$500,000. RTPA may require a CSOEFC for projects where the estimated cost is under \$500,000. When completed, the CSOEFC shall be verified under oath by the bidder in the manner in which pleadings in civil actions are verified.

RTPA shall apply a uniform system of reviewing bidders on the basis of the CSOEFC.

In no event shall any bidder be awarded a contract if such contract award would result in the bidder having under contract an amount of work in excess of that authorized by its qualification approval.

The CSOEFCs will be treated as confidential records.

RTPA shall furnish to each bidder a bid booklet, which shall be filled out, executed, and submitted as the bid (Section 1.4.1). Bid proposals shall be presented on the forms furnished. RTPA shall review all bid proposals to determine which bidder is the lowest responsive and responsible bidder.

**Contractor's Statement of Experience and Financial Condition**

**EXHIBIT 1 – CONTRACTOR’S STATEMENT OF EXPERIENCE**

**A Corporation**

**A Co-partnership**

**An Individual**

**Combination**

Name: \_\_\_\_\_  
 (Name Must Correspond with Contractor’s License in Every Detail)

Principal Office: \_\_\_\_\_  
 (Street or P.O. Box) (City) (State) (ZIP Code)

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to Interrogatories hereinafter made.**

1. Are you licensed as a contractor to do business in California? \_\_\_\_\_ License No. \_\_\_\_\_ Type \_\_\_\_\_  
 Classification (Type) of Specialty Contractor: \_\_\_\_\_
2. How many years has your organization been in business as a contractor under your present business name: \_\_\_\_\_  
 \_\_\_\_\_
3. How many years’ experience in \_\_\_\_\_ construction work has your organization had?  
 (Type)  
 (a) As a general contractor? \_\_\_\_\_ (b) As a Subcontractor? \_\_\_\_\_
4. Show the projects your organization has completed or are under construction during the last five years in the following tabulation. (Attach additional sheets as needed).

**To assure maximum consideration for your qualification, be specific as to the nature of the work your firm actually performed.**

Year	Type of Work	Value of Work Performed	Location of Work	Project Duration (Months)	For Whom Performed and Phone Number to Contact for Verification

**A contractor that wishes to bid on projects handled by RTPA shall be licensed in accordance with the laws and regulations of California. The licensing must correspond to the applicable types of work and organization. Corporations not incorporated in the State of California must take the necessary steps to register to conduct business in the state.**

For Questions 5-13, please also provide name of owner, title of project, contract amount, location of project, date of contract, and name of bonding company as applicable (attach additional pages if needed). All references to “bidder” should be treated as a reference to “proposer” and all references to a “bid” as a reference to a “proposal” where applicable.

- 5. List how many construction projects your organization will be working on in conjunction with the RTPA project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 6. Bidder or proposer must submit a summary of all claims made in the last five years arising out of previous contracts listed (including all claims by owner against bidder or proposer or bidder or proposer against owner, and the final status of each claim): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 7. Have you or your organization, or any officer or partner thereof, failed to complete a contract? \_\_\_\_\_ if so, give details: \_\_\_\_\_  
\_\_\_\_\_
  
- 8. Have you, your organization, or any officer or partner thereof, defaulted on a construction project within the last two years? \_\_\_\_\_  
\_\_\_\_\_
  
- 9. Have you or your organization, or any officer or partner thereof, ever been terminated by an owner or client, or rejected from bidding or responding on a public works project in the last five years? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 10. Has a surety ever completed any portion of work of your organization’s projects within the last five years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 11. Have you or your organization, or any officer or partner thereof, been formally found to be a nonresponsive bidder by a public agency within the last two years? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 12. List any violation of the Apprenticeship Requirements under a State Business and Professions Code or Labor Code found by an appropriate authority within the last two years? \_\_\_\_\_  
\_\_\_\_\_
  
- 13. Have you or your organization, or any officer to partner thereof, been found guilty of failure to pay required prevailing wages on a public contract within the last two years? \_\_\_\_\_  
\_\_\_\_\_
  
- 14. In what other liens of business are you financially interested? \_\_\_\_\_  
\_\_\_\_\_
  
- 15. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years? \_\_\_\_\_  
\_\_\_\_\_

16. What is the construction experience of the principal individuals of your present organization?

Individual's Name	Length of Employment	Present position or office in our organization	Has individual been involved in the same level of responsibility on successfully completed contracts during the previous five years that together exceeds the value of this RTPA contract?	Years of Construction Experience	Magnitude and Type of Work	In What Capacity?

<p>If a Corporation, answer:</p> <p>Capital paid in cash, \$ _____</p> <p>When Incorporated?</p> <p>In What State? _____</p> <p>President's Name:</p> <p>Secretary's Name: _____</p> <p>Treasurer's Name: _____</p>	<p>If a co-partnership, answer:</p> <p>Date of organization: _____</p> <p>State whether partnership is general, limited, or association: _____ _____ _____</p> <p>Name and address of each partner: _____ _____ _____ _____ _____</p>
---	---

18. Attach a resume for the individuals listed above, including the name, title, address, and phone number of an individual or organization who could verify the individual's experience.
19. Have you or your organization, or any officer or partner thereof, or any employee of such organization who has a proprietary interest in such organization ever been disqualified, removed, or otherwise prevented from bidding or responding on or completing a federal, state, or local government project because of a violation of a law or safety regulation? If so, please explain the circumstances below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**EXHIBIT 2 – AFFIDAVIT**

**WHERE PREQUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE AFFIDAVITS BELOW MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMINATION**

**AFFIDAVIT FOR INDIVIDUAL**

\_\_\_\_\_  
**(Name of Individual)**

**Doing business as:** \_\_\_\_\_

*certifies and says: That she/he is the person submitting the statement of experience and financial condition: that she/he has read the same, and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing RTPA to supply the submittor with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply said RTPA with any information necessary to verify the statement and that furthermore, should the foregoing statement at any time cease to properly and truly represent his financial condition in any substantial respect, she/he will refrain from further bidding on RTPA work until she/he shall have submitted a revised and corrected statement.*

*I certify and declare under penalty of perjury that the foregoing is true and correct.*

*Subscribed at \_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_  
(City) (County)*

*Note: Statement will be returned unless affidavit on \_\_\_\_\_, 20\_\_\_\_ is complete including the date of signature \_\_\_\_\_*

*(Applicant must sign here)*

**AFFIDAVIT FOR CO-PARTNERSHIP**

\_\_\_\_\_, certifies and says: That she/he/it is a partner of

\_\_\_\_\_  
**(Name of firm)**

*that said partnership submitted the statement of experience and financial condition: that she/he has read the same and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing RTPA to supply the submittor with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply RTPA with any information necessary to verify the statement; and that furthermore, should the foregoing statement at any time cease to properly and truly represent the financial condition of said firm in any substantial respect, he/she/it will refrain from further bidding on RTPA work until he/she/it has submitted a revised and corrected statement.*

*I certify and declare under penalty of perjury that the foregoing is true and correct.*

*Subscribed at \_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_  
(City) (County)*

*Note: Statement will be returned unless affidavit on \_\_\_\_\_, 20\_\_\_\_ is complete including the date of signature \_\_\_\_\_*

*(Member of firm must sign here)*

\_\_\_\_\_  
*(Remaining members of firm sign here)*

\_\_\_\_\_  
*(Name of firm)*

**AFFIDAVIT FOR CORPORATION**

\_\_\_\_\_, certifies and says: That she/he is \_\_\_\_\_  
(Name of Officer) (Official Capacity)

Of the \_\_\_\_\_  
(Name of Firm)

*the corporation submitting the statement of experience and financial condition; that she/he has read the same, and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing RTPA to supply the submitter with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply said RTPA with any information necessary to verify the statement; and that furthermore, should the foregoing statement at any time cease to properly and truly represent the financial condition of said corporation in any substantial respect, it will refrain from further bidding on RTPA work until it shall have submitted a revised and corrected statement.*

*I certify and declare under penalty of perjury that the foregoing is true and correct.*

Subscribed at \_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_  
(City) (County)

**Note: Statement will be returned unless affidavit  
Is complete, including the date of signature** on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Officer must sign here)

*Note: use full corporate name and attach corporate seal*

**CONTRACTOR'S COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT 3 – INDEPENDENT AUDITOR’S REPORT**

We have audited the accompanying balance sheet of \_\_\_\_\_ as of \_\_\_\_\_, and the related statements of income and retained earnings and cash flows for the year then ended. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards required that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of \_\_\_\_\_ as of \_\_\_\_\_, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Special Note to Accountant:**

The above Certificate of Accountant must not be made by any individual who is in the regular employ of the individual, co-partnership, or corporation submitting this statement, nor by any individual who is a member of the concern, unless she/he discloses his/her financial interest therein. A determination will be made by RTPA if the financial interest is excessive.

**THE CERTIFICATE OF A LICENSED ACCOUNTANT WILL BE REQUIRED IN ALL CASES.**

**ACCOUNTANT COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT 4 – CONTRACTOR’S FINANCIAL STATEMENT

NAME: \_\_\_\_\_

Condition at close of business \_\_\_\_\_, 20\_\_\_\_\_

ASSETS	DETAIL	TOTAL			
<b>Current Assets</b>					
1.	Cash				
2.	Notes Receivable				
3.	Accounts receivable from completed contracts				
4.	Sums earned on incomplete contracts				
5.	Other accounts receivable				
6.	Advances to construction joint ventures				
7.	Materials in stock not included in Item 4				
8.	Negotiable securities				
9.	Other current assets				
	<b>TOTAL</b>				
<b>Fixed and Other Assets</b>					
10.	Real Estate				
11.	Construction plant and equipment				
12.	Furniture and fixtures				
13.	Investments of a non-current nature				
14.	Other non-current assets				
	<b>TOTAL</b>				
	Total Assets				
	<b>LIABILITES AND CAPTIAL</b>				
<b>Current Liabilities</b>					
15.	Current portion of notes payable, exclusive of equipment obligations and real estate encumbrances				
16.	Accounts payable				
17.	Other current liabilities				
	<b>TOTAL</b>				
<b>Other Liabilities and Reserves</b>					
18.	Real estate encumbrances				
19.	Equipment obligations secured by equipment				
20.	Other non-current liabilities and non-current notes payable				
21.	Reserves				
	<b>TOTAL</b>				
<b>Capital and Surplus</b>					
22.	Capital Stock Paid Up				
23.	Surplus (or Net Worth)				
	<b>TOTAL</b>				
	Total Liabilities and Capital				
<b>CONTINGENT LIABILITIES</b>					
24.	Liability on notes receivable, discounted or sold				
25.	Liability on accounts receivable, pledged, assigned or sold				

26.	Liability as bondsman			
27.	Liability as guarantor on contracts or on accounts of others			
28.	Other contingent liabilities			
	Total Contingent Liabilities			

Note: Show details under main headings in that column, extending totals of main headings to second column.

<b>1</b>	(a) On hand _____	\$ _____
	Cash: (b) Deposited in banks named below _____	\$ _____
	(c) Elsewhere – (state where) _____	\$ _____

Name of Bank	Location	Deposit in Name of	Amount

<b>2*</b>	(a) Due within one year _____	\$ _____
	Notes Receivable: (b) Due after one year _____	\$ _____
	(c) Past Due _____	\$ _____

Receivable From	For What	Date of Maturity	How Secured	Amount

<b>3*</b>	Accounts receivable from completed contracts exclusive of claims not approved for payment
	\$ _____

Receivable From	Type of Work	Amount of Contract	Amount Receivable

Have any of the above been assigned, sold, or pledged? \_\_\_\_\_ If so, state amount, to whom, and reason \_\_\_\_\_

**EXHIBIT 4 (CONTINUED) – DETAILS RELATIVE TO ASSETS**

<b>4*</b>	Sums earned on incomplete contracts, as shown by engineers' or architects' estimates \$ _____

Receivable From	Type of Work	Amount of Contract	Amount Receivable

Have any of the above been assigned, sold, or pledged? \_\_\_\_\_ If so, state amount, to whom, and reason \_\_\_\_\_

\*List separately each item amounting to 10 percent or more of the total and combine the remainder.

**EXHIBIT 4 -DETAILS RELATIVE TO ASSETS (Continued)**

<b>5*</b>	Accounts receivable not from construction contracts _____ \$ _____		
<b>Receivable From</b>	<b>For What</b>	<b>When Due</b>	<b>Amount</b>
What amount, in any, is past due? _____			\$ _____
Assigned, sold, or pledged _____			\$ _____

<b>6</b>	Advances to construction joint ventures _____ \$ _____		
<b>Name of Joint Venture</b>	<b>Type of Work</b>	<b>Amount</b>	
What amount, in any, has been assigned, sold or pledged? _____			\$ _____

<b>7</b>	Materials in stock and not included in Item 4		
	(a) For use on incomplete contracts (inventory value) _____ \$ _____		
	(b) For future operations (inventory value) _____ \$ _____		
	(c) For sale (inventory value) _____ \$ _____		

<b>VALUE</b>			
<b>Description</b>	<b>Quantity</b>	<b>For Incomplete Contracts</b>	<b>For Future Operations / For Sale</b>

What amount, in any, has been assigned, sold, or pledged? \_\_\_\_\_ If so, state amount, to whom, and reason \_\_\_\_\_

<b>8&gt;</b>	Negotiable Securities (List non-negotiable items under Item 13)	
	(a) Listed – Present market value For use on incomplete contracts (inventory value) _____ \$ _____	
	(b) Unlisted – Present value) _____ \$ _____	
	<b>Book Value</b>	<b>Present Value</b>

Issuing Company	Class	(Actual or Estimated)				
		Quantity	Unit Price	Amount	Unit Price	Amount

Who has possession? \_\_\_\_\_  
 If any are pledged or in escrow, state form whom and reason \_\_\_\_\_  
 Amount pledged or in escrow \_\_\_\_\_ \$ \_\_\_\_\_

\*List separately each item amounting to 10 percent or more of the total and combine the remainder.

>Important: items listed under this heading will be given no consideration as working capital unless actual or estimated market value is furnished.

<b>9</b>	Other current assets Bid deposits, prepaid expenses, cash value of life insurance, accrued interest, etc. _____ \$ _____ _____		
Description	Amount		
<b>10*</b>	Real Estate (a) Used for business purposes _____ \$ _____ Book Value (b) Not used for business purposes _____ \$ _____		
Location	Description	Held in Whose Name	Value
<b>11</b>	Construction plant and equipment _____ \$ _____ _____		
<b>11A</b>	What is your approximate annual income from rental of equipment owned by you, Exclusive of such income from associated concerns having same ownership _____ \$ _____		
<b>12*</b>	Furniture and Fixtures _____ \$ _____ _____		
<b>13</b>	Investments of non-current nature \$ _____		
Description	Amount		
<b>14</b>	Other non-current assets \$ _____		
Description	Amount		

	<b>Total Assets \$</b> _____

\*Show book value (Cost less Depreciation) unless an appraisal schedule prepared by an independent appraiser is attached; in which case, appraised value may be shown.

**EXHIBIT 4 – DETAILS RELATIVE TO ASSETS (Continued)**

<b>15</b>	Current portion of Notes Payable, exclusive of equipment obligations and real estate obligations \$ _____		
	<b>To Whom Payable</b>	<b>What Security</b>	<b>When Due</b>
<b>16</b>	Accounts Payable: (a) Not past due ..... \$ _____ (b) Past due..... \$ _____		
	<b>To Whom Payable</b>	<b>What Security</b>	<b>When Due</b>
<b>17</b>	Other current liabilities ..... \$ _____ Accrued interest, taxes, insurance, payrolls, etc.		
	<b>Description</b>	<b>Amount</b>	
<b>18</b>	Real Estate encumbrances \$ _____		
<b>19</b>	Construction Equipment obligations (a) Total payments due within six months \$ _____ Secured by equipment: (b) Total payments due after six months \$ _____		
	<b>To Whom Payable</b>	<b>How Payable**</b>	<b>Amount</b>
<b>20</b>	Other non-current liabilities and non-current notes payable \$ _____		
	<b>Description</b>	<b>For What</b>	<b>When Due</b>

<b>21</b>	<b>Reserves \$</b>			
	<b>Description</b>	<b>Amount</b>		
<b>22</b>	<b>Capital stock paid up:</b>	(a) Common.....	\$	_____
		(b) Preferred.....	\$	_____
<b>23</b>	<b>Surplus (or Net Worth)</b>			\$ _____
<b>Total Liabilities and Capital \$ _____</b>				

**EXHIBIT 5 – SUBORDINATION OF NOTES OR ACCOUNTS PAYABLE**

RTPA

Amounts owing to officers or stockholders of a corporation may be considered as advances of capital, and may be added to net worth for approval purposes, in those cases where verified subordination agreements are executed stating:

The amount of \$ \_\_\_\_\_ due me from \_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation)

Represents an advance of Working Capital and will not be withdrawn without prior notice to RTPA nor during the life of any contract with said RTPA on which the corporation may be the successful bidder or proposer.

\_\_\_\_\_  
(Signature of Creditor)

\_\_\_\_\_  
(Date)

**EXHIBIT 6 – GENERAL STATEMENT OF BANK CREDIT**

In connection with the prequalification of \_\_\_\_\_,  
(Name of Contractor)

a contractor seeking to be awarded a contract(s) with RTPA, we hereby declare that said contractor has been extended a line of credit in a total amount exceeding \$ \_\_\_\_\_, and that such credit will not be withdrawn or reduced without notice to RTPA.

This letter is signed with the understanding that it is a document to be used by RTPA for the purpose of determining the financial resources of said contractor available for use in performing work under contracts which may be awarded to him by RTPA during the term of his prequalification.

This General Statement of Bank Credit will EXPRIRE with the Contractor’s Statement of Experience and Financial Condition for which the line of credit was issued.

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

PLEASE NOTE: The above form may be used to augment you Working Capital and completed by your bank, or if they prefer, one with substantially the same provisions may be issued on their own letterhead, referencing the contract number.



(RTPA USE ONLY)

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION (CSOEFC) REVIEW SHEET

1. Contract: \_\_\_\_\_

2. Contract Bid Amount: \$\_\_\_\_\_

Remarks

3. Total Working Capital                      \$\_\_\_\_\_ [Current Assets – Current Liabilities]

4. Statement of Bank Credit                      \$\_\_\_\_\_ See Exhibit 6

5. Subtotal    \$\_\_\_\_\_

6. Subtotal x 10 (Line 5 x 10)                      \$\_\_\_\_\_

7. Is Line 6  $\geq$  Line 2?                                      yes / no                      (Circle one)

8. Does the largest value of all work bidder or proposer has had under contract over a previous similar time frame as the subject contract meet or exceed the total amount bid? If so, please explain.

9. Does the dollar value of at least one of the previous individual contracts listed have at least 50 percent of the dollar value bid on the RTPA contract? If so, please explain.

10. Has the bidder or proposer successfully completed contracts during the previous five years that together exceeds five times the annual value of the RTPA contract? If so, please explain.

**RTPA USE ONLY**

I have reviewed the contractor-furnished information contained in the CSOEFC and have determined that the submittal is in compliance with RTPA Policy No. \_\_\_\_\_. Therefore, this firm can be recommended for the award of this contract.

Initial Review Completed by \_\_\_\_\_, Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_  
[Enter person name, role and Firm Name here if applicable]

Experience Reviewed and Checked for Completeness by \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Procurement

Financials Approved by \_\_\_\_\_ Date: \_\_\_\_\_  
Finance/Accounting Dept.

Experience Reviewed by \_\_\_\_\_ Date: \_\_\_\_\_

## PROTEST PROCEDURES FOR PROCUREMENTS\*

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### I. PROTESTS

The following procedures shall be used by RTPA to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. RTPA will consider all protests or objections regarding the contracting process or the award of an Agreement received by RTPA by 4 p.m. on the deadlines discussed below. RTPA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to RTPA. A protest which does not strictly comply with the RTPA protest procedures will be rejected.

#### A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by RTPA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

#### B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and RTPA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, RTPA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and RTPA shall not be obligated to send Proposer any further notices.

#### C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date RTPA receives the protest. Untimely protests will be rejected. If deemed necessary, RTPA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

**D. Protest Contents**

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: RTPA Contract Solicitation No. Solicitation #

**E. Role Of The Protest Administrator**

If a protest raises solely a question of law, the Executive Director shall retain the services of RTPA legal Counsel to serve as the Protest Committee. RTPA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the RTPA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and RTPA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at RTPA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

**F. Reply To Protest**

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to RTPA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the

original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of RTPA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of RTPA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

**G. Results Of The Protest**

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. RTPA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and RTPA will continue with contract negotiations with the awardee.

**H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding**

1. FTA Review of Protests

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of RTPA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.
- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an “interested party.” (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c)).”

2. Time for Filing

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the RTPA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to RTPA. In instances where the protester alleges that RTPA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of RTPA to render a final determination on the protest.
- b. RTPA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6.

After five (5) business days, RTPA shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

- a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
- b. Protests should be filed with the FTA Region 9 office and a copy must be sent to RTPA by the protester.
- c. The protest filed with the FTA shall:
  - Include name and address of protester
  - Identify RTPA as the grantee, the RTPA Contract Administrator, and number of the contract solicitation
  - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
  - Include a copy of the local protest filed with RTPA and a copy of the RTPA decision, if any

4. RTPA Response

- a. The FTA shall notify RTPA in a timely manner of receipt of a protest.
- b. RTPA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
  - a copy of RTPA's protest procedure
  - a description of the process followed concerning the protester's protest
  - any supporting documentation
- c. RTPA shall provide protester with a copy of the above submission.

5. Protester Comments

The protester must submit any comments on the RTPA submission not later than ten (10) business days after the protester's receipt of the RTPA submission.

6. *Withholding of Award*

When a protest has been timely filed with RTPA before award, RTPA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless RTPA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to RTPA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

# MEMO

---

Date

TO: Executive Director

FROM: Project Manager

SUBJECT: Subject

## 1. Introduction

This memorandum contains the *Insert Name Of Project* Selection Committee's recommendation for the selection of a contractor for *Insert Description Of Project*.

Copies of the RFP, legal notices, the proposal from the recommended consultant, sample evaluation form, and scoring/ranking of contractors are attached for your review. The Selection Committee's recommendation is (*state whether vote was unanimous or identify split of approval*) and is in full compliance with RTPA's policies and procedures for the procurement of such services.

The Selection Committee seeks your approval of its recommendation and authorization for staff to proceed with notification of the selected contractor and contract execution.

## 2. Background

[Include the dollar amount authorized for the project.]

## 3. Procurement and Selection Process

Include the following information:

- date RFP was sent out
- methods of publication of RFP
- whether a pre-proposal meeting was held and if so, where and when it was held
- deadline for submitting proposals
- selection process used
- names and titles of individuals on selection committee



- number of proposals received and names of the contractors
- name of and names of contractors interviewed
- ranking of each proposal and dollar amount of bid in each proposal

#### **4. Statement of Necessity and Lease Versus Purchase Analysis**

The sender of this Recommendation Memo asserts that the amount of property or services being procured does not exceed RTPA's current and reasonably expected needs. To the best of the sender's knowledge, this procurement does not include property or services that are duplicative or that are unlikely to be used. If this procurement concerns the procurement of equipment, supplies, or real property, the sender of this memo has analyzed the economic advantages and disadvantages of leasing versus purchasing and has concluded that [insert "leasing" or "purchasing"] is the best value for RTPA.

#### **5. Responsibility Determination**

The sender of this Recommendation Memo, with the assistance of the Contracts Officer has concluded that the selected consultant/contractor is responsible based on the following findings regarding the consultant/contractor:

- Has a satisfactory record of integrity and business ethics;
- Has not been debarred or suspended from Federal programs and is not listed on the Excluded Parties List System at <http://www.sam.gov>;
- Is in compliance with Disadvantaged Business Enterprise requirements;
- Has the necessary organization, experience, accounting, operational controls, and technical skills, or the ability to obtain them;
- Is in compliance with applicable licensing and tax laws;
- Has or can obtain sufficient financial resources to perform the contract;
- Has or can obtain the necessary production, construction, and/or technical equipment and facilities to perform the contract;
- Is able to comply with the required delivery or performance schedule;
- Has a satisfactory current performance record;
- Has or can obtain key personnel with adequate experience and key subcontractors with adequate experience and past performance; and
- Has experience carrying out similar work.

#### **6. Contract Period Selection**

The duration of the contract period chosen for this procurement is [insert number] years with the possibility of [insert number] years of extensions. This contract period is reasonable for the following reasons [insert number].

#### **7. Recommendation**

*[insert recommendation]* [You must state the reasons the selected consultant/contractor was selected, including reasons why the consultant/contractor presents the best value to RTPA taking experience, price, and other evaluation factors into account.]

**8. Approval**

I hereby approve the recommendation of the *[insert title of project]* Selection Committee and staff, and authorize and direct staff to begin and contract negotiations with the selected consultant/contractor named above.

Approved:

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Date**

Attachments: list attachment  
list attachment

## **RTPA EVALUATOR GUIDELINES**

### **I. PURPOSE**

RTPA thanks you for your willingness to serve as one of its evaluators. Proposal and bid evaluators are tasked with assisting RTPA in selecting a grantee, consultant, or contractor through a competitive process. Non-RTPA members are invited to serve as evaluators when RTPA believes they can provide valuable additional experience and input that will assist in the ranking or selection process. These guidelines are intended to provide you with information regarding your responsibilities as an evaluator for RTPA.

### **II. ROLE AS AN EVALUATOR**

You were most likely asked to assist RTPA in evaluating proposals or bids due to your experience and/or position as an elected official or as a representative of a public agency, regional interest group, or community stakeholder. The interests of the public with regard to the RTPA procurement or grant program may or may not coincide with the interests of the public or private organization you represent or with your personal interests. Since the funds used by RTPA to pay its grantees, consultants, and contractors are public funds, however, you will be expected to evaluate proposals or bids using objective standards that will best serve the interests of the public and RTPA.

You will be asked to review written proposals or bids from, and/or interview grantees, consultants, or contractors who would like to be awarded a grant or contract by RTPA using evaluation criteria or specifications that vary depending upon the type of grant or contract to be awarded. All of RTPA's solicitations contain a section that sets forth specifications and/or assigned weights for each of the evaluation criteria.

If you are asked to review proposals, you will be given a score sheet and asked to evaluate each proposal based on the criteria in the solicitation. You must use only the criteria discussed in the solicitation when scoring the proposals. Only persons who are members of the evaluation committee may fill out a score sheet and have their scores tabulated as part of the selection process. You may or may not see the costs or bid portion of proposals, depending on the evaluation criteria and selection method determined by RTPA. You may be asked to take part in interviewing proposers after the written proposals are reviewed and scored. The weight of the interview portion of the evaluation process will be indicated in RTPA's solicitation and interviewers will use standardized questions to ensure proposers compete on equal ground.

If you are asked to review all or a portion of the bid documents, you will be limited to advising RTPA of whether the bid is responsive to the specifications or contains errors. You must use only the criteria discussed in the solicitation.

RTPA staff may carry out additional tasks as part of the evaluation process that you will not be involved in, such as checking proposers' references and holding additional meetings among RTPA staff to further evaluate the proposals. After the evaluation process is complete, a recommendation memo will be prepared for RTPA's executive director. Evaluation committee members do not have authority to approve entry into negotiations or a grant or contract award with a particular proposer or bidder.

From time to time a proposer or bidder who is not selected for contract award is disgruntled regarding the evaluation process and files a protest with RTPA. RTPA has protest procedures for dealing with this scenario. If a protest is filed, the objectivity of the evaluators and the integrity of the evaluation process may be closely scrutinized by persons outside of RTPA. Additionally, all proposals, bids, and evaluation score sheets are potentially public records subject to disclosure to the public. Therefore, evaluators should exercise care so that their score sheets and other evaluation documents are legible and do not contain comments that could be

perceived as ambiguous, discriminatory, or derogatory.

### III. CONFLICTS OF INTEREST

Conflicts of interest may arise as a consequence of the many and varied roles you play in our community. One of the goals of these Guidelines is to manage real or perceived conflicts of interest. RTPA has determined that a system of self-disclosure is most effective since conflicts of interest must be dealt with on a case-by-case basis. Discussion and disclosure generally can resolve issues related to conflict of interest.

A conflict of interest occurs when there is or could be a divergence between an individual's professional, private, or personal relationships or interests and his/her obligations to RTPA as an evaluator such that an independent observer might reasonably question whether the evaluator's actions or decisions are determined by considerations of private benefit, gain, or advantage. A conflict of interest or the appearance of it depends on the situation, and not necessarily on the character or actions of the individual. The appearance of a conflict of interest can be as damaging or detrimental as an actual conflict.

Potential conflicts of interest are not unusual and must be addressed. For example, sometimes people from the private sector are selected to serve as a member of one of RTPA's evaluation committees because of their experience in a particular industry. Therefore, it is expected that situations may arise where a person that has served as an evaluation committee member may work for a private sector employer or client that will in the future want to submit a proposal or bid to RTPA in response to a solicitation. In order to prevent an actual or perceived conflict of interest, a person serving as an evaluator must disqualify him or herself and the private organization he/she is employed by from submitting a proposal/bid to RTPA or receiving compensation from RTPA for a prospective period of one year for work related to the project for which RTPA is conducting its competitive solicitation. The foregoing sentence will not apply, however, if your organization is under contract with RTPA to perform proposal/bid evaluation work as part of its scope of work following a conflict evaluation related to your contract. This one-year bar also applies to persons who were employed in the public sector when serving as an evaluator, but who eventually take a position as a consultant for, employee of, or owner of a private sector firm. California law states that certain financial interests are automatically a conflict of interest. RTPA has listed these prohibited interests as well as others that it chooses to avoid in the attached Declaration Concerning Conflicts.

It is wrong for an individual's actions or decisions made in the course of his or her RTPA activities to be determined by considerations of personal financial gain or illegal bias. Such behavior calls into question the professional objectivity and ethics of the individual and it also reflects negatively on RTPA. As a RTPA evaluation committee member you must respect RTPA's status as a recipient of public funds and conduct your affairs in ways that will not compromise RTPA's integrity.

For all of the above reasons, evaluators must fill out the attached "Declaration Concerning Conflicts" and return it to RTPA before they begin evaluating any proposals or bids, and must report potential conflicts that may arise during the evaluation process. Potential conflicts must be reported up until the time a contract or grant is actually awarded or until an evaluator's role in the evaluation process is complete, whichever occurs first, so that appearances can be separated from reality. If an evaluator believes she/he may have a potential conflict and it arises subsequent to submitting the Declaration Concerning Conflicts, the evaluator has an affirmative duty to immediately disclose any potential conflict of interest to the RTPA project manager or contract analyst. Notification of the actual or potential conflict should be given to the project manager or contract analyst. Evaluators with an actual or potential conflict of interest will be excused from assisting in the evaluator process.

#### IV. CONFIDENTIAL INFORMATION

Proprietary or other confidential information that a RTPA evaluator may be exposed to at RTPA may never be used in external activities or disclosed to others unless written approval is given in advance by RTPA's Executive Director or designee.

#### V. PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

RTPA has a policy of nondiscrimination as required by federal and state law due to RTPA's use of federal and state money to fund contracts. This policy applies to the selection of consultants and contractors. RTPA's policy prohibits discrimination on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. All evaluators are expected to abide by this policy when evaluating consultants. RTPA's policies prohibiting harassment, discrimination, or violence when dealing with RTPA's employees or using RTPA's facilities or property also apply. Evaluators suspected of actual or potential discrimination in violation of RTPA policy will be excused from assisting in the evaluation process.

**DECLARATION CONCERNING CONFLICTS FOR EVALUATORS**

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**INSTRUCTIONS**

Please review the language in this declaration carefully prior to signing below. Once you have signed the declaration, please enclose it in an envelope marked “confidential” and submit it to the RTPA project manager or to the contracts officer who requested that you serve on RTPA’s evaluation committee.

For purposes of this declaration “interest in a firm” means having a financial interest (either personal or organizational) including, but not limited to, owning stock or having an investment or profit-sharing interest in, receiving commissions or fees from, owning property with, or having a management or policy making position with a firm.

For purposes of this declaration “relationship with a firm” means employee, consultant, officer, attorney, agent, broker, supplier of services or goods, landlord or tenant, or officer or employee of a firm.

For purposes of this declaration “firm” means a person, corporation, or unincorporated association.

**DECLARATION**

I, \_\_\_\_\_, have been asked to serve as a member of RTPA’s evaluation committee for proposals or to help evaluate bids submitted for:

\_\_\_\_\_ (“the Project”).

I have reviewed the RTPA EVALUATOR GUIDELINES. I understand that I cannot serve as an evaluation committee member or as a bid evaluator if I have an actual or potential conflict of interest or am unwilling or unable to serve without discriminating against proposers/bidders on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. I understand that I will be expected to abide by RTPA policy prohibiting discrimination when serving as an evaluator. I also understand that RTPA’s policies prohibiting harassment, discrimination, or violence when dealing with RTPA’s employees or using RTPA’s facilities or property will also apply to me.

RTPA has provided me with a list of the firms who have submitted proposals or bids for the Project and any firms that may have assisted RTPA with the preparation of any development criteria, specifications, scope of work, grant solicitation, request for proposals or request for qualifications, or bid documents related to the Project.

The name of my employer is: \_\_\_\_\_.

My employer is:

- a public agency
- a non-profit corporation
- a corporation
- a sole proprietorship
- an unincorporated association (partnership, joint venture, LLC, LLP, etc.).

Mark the box below that applies:

- I do not have an interest in, or relationship with, any firm awarded a contract by RTPA in the last calendar year;  
or
- I do have an interest in, or relationship with, a firm awarded a contract by RTPA in the last calendar year and the names of those firms and the scope of work performed by each are:

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or;

- I do not know if I have an interest in, or relationship with, a firm awarded a contract by RTPA in the last calendar year.

I understand that I must immediately report any potential conflicts of interest that I become aware of after signing this declaration to RTPA's project manager or contract analyst.

In order to affirmatively establish that I do not have an actual or potential conflict interest, I make the following statements of fact:

1. I do not have an interest in, or relationship with, a firm that has submitted a proposal or bid to RTPA for the Project.
2. I have not received a gift with a value in excess of \$50 during the last calendar year from a firm that has submitted a proposal or bid for the Project.
3. Neither my spouse nor children (if applicable) have an interest in, or relationship with, a firm that has submitted a proposal or bid to RTPA for the Project.
4. I do not have, and do not plan to have, a direct or indirect interest in a business, transaction, or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluator that would interfere with my ability to serve RTPA's best interests in objectively selecting a consultant/contractor/grantee for the Project.
5. I have not, and do not plan to incur, an obligation of any nature in a business or transaction or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluation committee member or bid evaluator to serve RTPA's best interests in objectively selecting a consultant/contractor/grantee for the Project.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct to the best of my knowledge on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

**Signature of Declarant**

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**Printed Name of Declarant**

---

**DO NOT WRITE BELOW THIS LINE – FOR RTPA’S USE ONLY**

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- No conflict of interest issues; or
- Potential conflict of interest issue – referred to Deputy General Counsel for review

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**Signature of Contract Officer**

**Date**

- Conflict of interest confirmed
- Potential conflict of interest issue reviewed and no conflict of interest was found.

Notes:

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**Signature of Executive Director**

**Date**



**Project:** \_\_\_\_\_  
**Consultant:** \_\_\_\_\_

Combined Overhead (%) =  Fee (%) =

		Actual Hours	Actual Rate/Hr	Loaded Rate*/Hr	Labor Amount	Total	Date Due
<b>Task 1.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 2.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 3.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 4.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 5.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 6.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 7.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Other Direct Cost</b>							
Item 1					\$0.00		
Item 2					\$0.00		
						<u>\$0.00</u>	

<b>Prime Consultant Total Hours</b>	0	<b>Prime Consultant Total Cost</b>	\$0.00
		<b>Prime Consultant Other Direct Cost</b>	\$0.00
		<b>PRIME CONSULTANT TOTAL COST</b>	\$0.00
<b>Subconsultant Total Hours</b>	0	<b>Subconsultant Total Cost</b>	\$0.00
		<b>Subconsultant Other Direct Cost</b>	\$0.00
		<b>SUBCONSULTANT TOTAL COST</b>	\$0.00
<b>TOTAL PROJECT COST:</b>			<input type="text" value="\$0.00"/>

\* Includes Labor Overhead, Fringe Benefit and General Administrative Expenses (% of Total Direct Labor Cost)  
 Loaded Hourly Rate Calculation: \$ Actual Hourly Rate X (1+Combined of Overhead&Fringe%) X (1+Fee%)

\_\_\_\_\_  
 Name/Title of Authorized Representative

\_\_\_\_\_  
 Signature Date

# Cost Proposal

**Project:** \_\_\_\_\_  
**Subconsultant:** \_\_\_\_\_

Combined Overhead (%) = 0.00%      Fee (%) =  

		Actual Hours	Actual Rate/Hr	Loaded Rate/Hr*	Labor Amount	Total	Date Due
<b>Task 1.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$25.00	\$25.00	\$0.00		
Name	Classification	0	\$100.00	\$100.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 2.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$15.00	\$15.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 3.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 4.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 5.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 6.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Task 7.</b>	<b>type task description</b>						tbd
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
Name	Classification	0	\$0.00	\$0.00	\$0.00		
		<u>0</u>				<u>\$0.00</u>	
<b>Other Direct Cost</b>							
Item 1					\$0.00		
Item 2					\$0.00		
						<u>\$0.00</u>	

<b>Subconsultant Total Hours</b>	0	<b>Subconsultant Total Labor Cost</b>	\$0.00
		<b>Subconsultant Total Other Direct Cost</b>	\$0.00
<b>SUBCONSULTANT TOTAL COST</b>			<span style="border: 2px solid black; padding: 5px;"><b>\$0.00</b></span>

\* Loaded Hourly Rate: Includes Labor Overhead, Fringe Benefit and General Administrative Expenses (% of Total Direct Labor Cost)  
 Loaded Hourly Rate Calculation: \$ Actual Hourly Rate X (1+Combined of Overhead&Fringe%) X (1+Fee%)

**METHOD OF PROCUREMENT SELECTION (MOPS)**

This form shall be used to document how the method of procurement was selected. To best determine which method of procurement is suitable, classify the situation by checking off the appropriate boxes below. All elements must apply to use selected method.<sup>1</sup>

**COMPETITIVE SOLICITATIONS**

SMALL PURCHASE (INFORMAL IFB OR RFP)		SEALED BID (FORMAL IFB)	REQUEST FOR PROPOSALS (FORMAL RFP)	TWO STEP PROCUREMENT (QUALITATIVE BASED RFQ FOLLOWED BY RFP)	
<input type="checkbox"/> Price or rate quotes can be obtained from an adequate number of qualified sources <input type="checkbox"/> Procurement has not been divided or reduced to keep within small purchase category <input type="checkbox"/> Conforms to informal IFB <u>or</u> informal RFP elements listed below		<input type="checkbox"/> Supplies, construction, or property more than \$25,000 <input type="checkbox"/> Bids can be publicly solicited and advertised <input type="checkbox"/> Award can be made to the lowest responsive and responsible bidder who conforms to all material terms and conditions of solicitation	<input type="checkbox"/> Professional services more than \$5,000 <input type="checkbox"/> Nature of procurement does not lend itself to sealed bidding <input type="checkbox"/> More than one source will be willing to submit a proposal <input type="checkbox"/> Performance or functional specification <input type="checkbox"/> Need for discussion following receipt of proposals <input type="checkbox"/> Evaluation factors and relative importance can be specified in solicitation <input type="checkbox"/> Award can be made to the responsible offeror whose proposal is most advantageous to RTPA with price and other factors considered	<input type="checkbox"/> Ability to evaluate technical qualifications of proposers to make prequalified selection (Step 1) <input type="checkbox"/> Ability to solicit and review bids or proposals submitted by prequalified firms (Step 2) <input type="checkbox"/> Proposals can be solicited from at least three qualified firms	
INFORMAL IFB	INFORMAL RFP			A&E, PROGRAM MANAGEMENT, CONSTRUCTION MANAGEMENT, AND OTHER RELATED SERVICES <sup>2</sup>	NON-A&E SERVICES
<input type="checkbox"/> Supplies or property less than \$25,000 <input type="checkbox"/> Bids can be publicly solicited and advertised <input type="checkbox"/> Award can be made to the lowest responsive and responsible bidder who conforms to all material terms and conditions of solicitation <input type="checkbox"/> Complete, adequate, precise, and realistic specification or purchase description is available <input type="checkbox"/> Two or more responsible bidders are willing to compete <input type="checkbox"/> Successful bidder can be selected on basis of price alone <input type="checkbox"/> Discussions with one or more bidders after bids have been submitted are unnecessary	<input type="checkbox"/> Professional services less than \$5,000 <input type="checkbox"/> Nature of procurement does not lend itself to sealed bidding <input type="checkbox"/> More than one source will be willing to submit a proposal <input type="checkbox"/> Performance or functional specification <input type="checkbox"/> Need for discussion following receipt of proposals <input type="checkbox"/> Evaluation factors and relative importance can be specified in solicitation <input type="checkbox"/> Award can be made to the responsible offeror whose proposal is most advantageous to RTPA with price and other factors considered	<input type="checkbox"/> Complete, adequate, precise, and realistic specification or purchase description available <input type="checkbox"/> Two or more responsible bidders are willing to compete <input type="checkbox"/> Successful bidder can be selected on basis of price alone <input type="checkbox"/> Discussions with one or more bidders after bids have been submitted are unnecessary		<input type="checkbox"/> Services are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property <input type="checkbox"/> Price is excluded as an evaluation factor <input type="checkbox"/> Qualifications are evaluated to determine contract award	<input type="checkbox"/> Services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property <input type="checkbox"/> Price is included as an evaluation factor and award is based upon technical qualifications as well as cost

<sup>1</sup> FTA Circular 4220.1F, Chapter V and Chapter VI, Section 29

**METHOD OF PROCUREMENT SELECTION (MOPS)**

<b>NON- PROCUREMENT</b>	<b>NONCOMPETITIVE SOLICITATIONS</b>
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JOINT PROCUREMENT (RTPA IS NOT LEAD AGENCY)	STATE OR LOCAL GOVERNMENT PURCHASING SCHEDULE	ASSIGNMENT OF CONTRACT RIGHTS FROM ANOTHER AGENCY (PIGGYBACK <sup>2</sup> )	INTERGOVERNMENTAL (MOU/MOA)	SOLE SOURCE
<input type="checkbox"/> and one or more other purchasers agreed from the outset to use a single solicitation document  <input type="checkbox"/> Entities entered into a single contract with a vendor for delivery of property or services in a fixed quantity  <input type="checkbox"/> Solicitation was not drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract  <input type="checkbox"/> Ability to obtain goods and services that match each participant's requirements are better than those likely to be available through an assignment of another recipient's contract  <input type="checkbox"/> All State or Federal requirements, required clauses, and certifications have been properly followed and included depending on funding and type of recipient.	<input type="checkbox"/> A purchasing arrangement will be used that a State or local government has established with several vendors  <input type="checkbox"/> The vendors agreed to provide an option to or a category of agencies falls within to acquire specific goods or services in the future at established prices  <input type="checkbox"/> Soliciting agency sought the agreement of the vendor to provide the listed goods or services to others with access to the schedule, or it permitted the vendor to determine whether or not it wished to do so  <input type="checkbox"/> All State and Federal requirements, required clauses, and certifications have been properly followed and included dependent on funding and type of recipient.	<input type="checkbox"/> Original contract was competitively procured  <input type="checkbox"/> Contract is still in effect  <input type="checkbox"/> Specifications in contract will meet needs  <input type="checkbox"/> Terms and Conditions are acceptable  <input type="checkbox"/> Requirements needed by are within original contract scope  <input type="checkbox"/> The original contract price remains fair and reasonable  <input type="checkbox"/> The original contract provisions are in compliance with all federal requirements and federal certifications were completed (if federally funded)  <input type="checkbox"/> Requirements of Piggybacking Worksheet have been met  <input type="checkbox"/> Acquired contract rights through assignment by another agency  <input type="checkbox"/> The quantities the assignor acquired, coupled with the quantities is being assigned, do not exceed the amounts available under the assignor's contract	<input type="checkbox"/> Another governmental agency can provide the goods or services  <input type="checkbox"/> All Federal requirements, required clauses, and certifications have been properly followed and included (if federally funded)	<input type="checkbox"/> Is not due to a failure to plan or a lack of advanced planning  <input type="checkbox"/> Is not due to concerns about the loss or amount of federal assistance available to support the procurement  <input type="checkbox"/> Meets the requirements of the Sole Source Approval form (attach form)

I hereby affirm that the procurement method selected above complies with all the elements noted for the selected method.

Contracts Officer

\_\_\_\_\_

Print Name

Signature

Date

**RELATED PROCUREMENT FILES<sup>1</sup>**

\_\_\_\_\_  
Solicitation Number  
(if applicable)

\_\_\_\_\_  
Contract Number(s)  
(if applicable)

\_\_\_\_\_  
Purchase Order Number(s)  
(if applicable)

<sup>2</sup>FTA Best Practices Procurement Manual Section 1.3.3.5

<sup>3</sup> This original signed document shall be filed with the solicitation. Any resulting contracts or purchase orders shall contain copies of this form for informational purposes only.

Responsive Bidder/Proposer Checklist to RFP

APPENDIX 11

Contract Description: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Company Name	Proposal Clearly Marked	Submitted to Correct Location	Submitted on Time	Sufficient Copies	Signed Transmittal Letter	Signed Transmittal Letter by SUBs	DBE Information	DBE Good Effort	Organizational Chart	Required Forms	Exceptions to RFP or Agreement

SAMPLE

BID SUMMARY

PROJECT NAME

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CONTRACT NUMBER

Bids Due to RTPA: \_\_\_\_\_, 20\_\_ at 0:00 AM/PM

Lowest Bidder Name*	Schedule A	\$X,XXX,XXX
Lowest Bidder Street Address	Schedule B	<u>\$X,XXX,XXX</u>
Lowest Bidder City, State, Zip	Total	\$X,XXX,XXX
Second Bidder Name	Schedule A	\$X,XXX,XXX
Second Bidder Street Address	Schedule B	<u>\$X,XXX,XXX</u>
Second Bidder City, State, Zip	Total	\$X,XXX,XXX
Third Bidder Name	Schedule A	\$X,XXX,XXX
Third Bidder Street Address	Schedule B	<u>\$X,XXX,XXX</u>
Third Bidder City, State, Zip	Total	\$X,XXX,XXX

Etc.

\*Apparent low bid

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RTPA Estimate: \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Name of Contracts Officer

SEE PAGE 2 FOR LIST OF SUBCONTRACTORS FOR EACH BIDDER.

**PROJECT NAME**

**CONTRACT NUMBER**

Bid Opening date:

**LISTED SUBCONTRACTORS**

Lowest Bidder Name*	Total	\$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		\$XX,XXX
Subcontractor 2, City, State (Type of Work)		\$XX,XXX
Subcontractor 3, City, State (Type of Work)		\$XX,XXX
Subcontractor 4, City, State (Type of Work)		\$XX,XXX

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Second Lowest Bidder Name	Total	\$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		\$XX,XXX
Subcontractor 2, City, State (Type of Work)		\$XX,XXX
Subcontractor 3, City, State (Type of Work)		\$XX,XXX
Subcontractor 4, City, State (Type of Work)		\$XX,XXX

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Third Lowest Bidder Name	Total	\$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		\$XX,XXX
Subcontractor 2, City, State (Type of Work)		\$XX,XXX
Subcontractor 3, City, State (Type of Work)		\$XX,XXX
Subcontractor 4, City, State (Type of Work)		\$XX,XXX

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Etc.

\*Apparent low bid

**SUBCONSULTANT LIST**

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from RTPA.

**PROPOSED SUBCONSULTANTS**

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**BIDDERS LIST**

**Proposer**

**RFP/TO No.**

The U.S. Department of Transportation (DOT) requires the RTPA to create and maintain a Bidders List containing information about all firms (Disadvantaged Business Enterprise (DBEs) and non-DBEs) that bid, propose, or quote on the RTPA DOT-assisted contracts in accordance with 49 C.F.R. 26.11. The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed sub-consultants. The Bidders List form shall be submitted with the proposal. RTPA will utilize this information to assist in the Overall Annual DBE Goal Setting process. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

**[NOTE: Delete the text box above and use the following one instead if this document does not need to be provided until the Agreement or Task Order execution stage because the DBE commitment will be decided at a later date.]**

The DOT requires RTPA to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the RTPA DOT-assisted contracts in accordance with 49 C.F.R. 26.11. Prior to the time a Task Order is executed, Consultant will be required to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Consultant itself, and any proposed sub-consultants. RTPA will utilize this information to assist in the Overall Annual DBE Goal Setting process.

<b>Proposer's Information</b>			
Name of Prime's Firm:		Phone: (     )     -	
Firm Address:		Fax: (     )     -	
		Type of work/services/materials provided:	
City	ST	ZIP	
Number of years in business:			
Contact Person:		Title:	
Is the firm currently certified as a DBE under 49 C.F.R. 26? <input type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:  <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	
Proposer has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			

**RFP ATTACHMENT 10  
PROPOSER U/DBE COMMITMENT  
(AKA CALTRANS LAPM EXHIBIT 10-01 - CONSULTANT PROPOSAL DBE COMMITMENT)**

(Inclusive of all U/DBEs listed at proposal/Task Order stage. Refer to instructions on the next page.)

<b>Proposer to Complete this Section</b>			
<b>1. Local Agency Name:</b> RTPA _____			
<b>2. Project Location:</b> _____			
<b>3. Project Description:</b> _____			
<b>4. Proposer Name:</b> _____			
<b>5. Contract DBE Goal %:</b> _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	_____ %
<b>16. RTPA Contract Number:</b> _____ <b>17. Federal-Aid Project Number:</b> _____			
<b>18. Proposed Contract Execution Date:</b> _____ RTPA certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<b>19. RTPA Representative Name (Print)</b> _____		<b>11. Preparer's Signature</b> _____	
<b>20. RTPA Representative Signature</b> <b>21. Date</b> _____		<b>12. Preparer's Name (Print)</b> _____	
<b>22. RTPA Representative Title</b> <b>23. (Area Code) Tel. No.</b> _____		<b>13. Preparer's Title</b> _____	
		<b>14. Date</b> _____	<b>15. (Area Code) Tel. No.</b> _____

**Distribution:** (1) Original –Proposer submits to local agency with proposal  
 (2) Copy – RTPA files

## INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

### Consultant Section

1. **Local Agency Name** – RTPA has been entered as the agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the Consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100 percent of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal," an adequately documented Good Faith Effort is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the Consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the Consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the Consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the Consultant.

### Local Agency (RTPA) Section

16. **Local Agency Contract Number** - Enter the RTPA Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, Page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for RTPA must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the RTPA Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the RTPA representative signing this section of the form.

**EXHIBIT K - CONSULTANT CONTRACT U/DBE COMMITMENT INFORMATION  
(AKA CALTRANS LAPM EXHIBIT 10-02 - CONSULTANT CONTRACT DBE INFORMATION)**

(Inclusive of all U/DBEs listed at Agreement/Task Order award. Refer to instructions on the next page.)

<b>Selected Consultant to Complete this Section</b>			
1. Local Agency Name: _____ RTPA _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Sub-consultants: \$ _____			
8. Total Number of <u>all</u> Sub-consultants: _____			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	\$ _____
20. RTPA Contract Number: _____		14. Total % Claimed	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____ RTPA certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. RTPA Representative Name (Print) _____			
24. RTPA Representative Signature    25. Date _____		15. Preparer's Signature _____	
26. RTPA Representative Title    27. (Area Code) Tel. No. _____		16. Preparer's Name (Print) _____	
<b>Caltrans to Complete this Section</b>		17. Preparer's Title	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____		_____	
28. DLAE Name (Print)    29. DLAE Signature    30. Date		18. Date    19. (Area Code) Tel. No.	

- Distribution:**
- (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
  - (2) Copy – Include in award package sent to Caltrans DLAE
  - (3) Original – RTPA files

## INSTRUCTIONS - CONSULTANT U/DBE COMMITMENT INFORMATION

### Consultant Section

1. **Local Agency Name** – RTPA name entered as agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the Consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100 percent of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the Consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the Consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the Consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the Consultant.

### Local Agency (RTPA) Section

20. **Local Agency Contract Number** - Enter the RTPA Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, Page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for RTPA must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the RTPA Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the RTPA representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature and Date** – DLAE must sign this section of the form to certify that it has been reviewed for completeness. Enter the date that the DLAE signs this section the form.

**U/DBE INFORMATION-GOOD FAITH EFFORTS**

**(TO BE SUBMITTED BY PROPOSER/BIDDER [WITH PROPOSAL/BID [OR] AT TIME OF TASK/JOB ORDER PROPOSAL])**

**ALL PROPOSERS/BIDDERS**

Proposers/Bidders who do not intend to meet the U/DBE goal must complete and submit this form in order to be deemed responsive. All references to “proposer/bidder” in this form will also be treated as a reference to Consultant/Contractor if applicable.

Contract Number	Task/Job Order Number (if applicable)	Proposal Submittal Date
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RTPA has established a Disadvantaged Business Enterprise (DBE) or an Underutilized Disadvantaged Business Enterprise (UDBE) goal of insert percentage% for this RFP/IFB [or Task/Job Order]. The information provided herein shows that a good faith effort was made by proposer/bidder to meet this goal.

Proposers/bidders should complete this U/DBE Information-Good Faith Efforts, even if the Local Agency U/DBE Commitment form indicates that the proposer/bidder has met the U/DBE goal. This will protect the proposer/bidder’s eligibility for award of the Agreement [or Task/Job Order] if RTPA determines that the proposer/bidder failed to meet the goal for various reasons, e.g., a U/DBE firm was not certified at proposal/bid due date, or the proposer/bidder made a mathematical error. Submittal of only the Local Agency U/DBE Commitment form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

**ALL PROPOSERS/BIDDERS**

Proposers/bidders that have not committed to meet the U/DBE goal utilizing the Local Agency U/DBE Commitment form must complete and submit this form and demonstrate adequate Good Faith Efforts to meet the U/DBE goal in order to maintain their eligibility for award.

- A. The names and dates of each publication in which a request for U/DBE participation for this Project was placed by the proposer/bidder (please attach copies of advertisements or proofs of publication)

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified U/DBEs soliciting proposals/bids for this Project [or Task order] and the dates and methods used for following up initial solicitations to determine with certainty

whether the U/DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of U/DBEs Solicited	Date of Initial Solicitation	Follow-up Methods and Dates

- C. The items of work which the proposer/bidder made available to U/DBE firms, including, where appropriate, any breaking down of the Agreement [or Task order] work items (including those items normally performed by the proposer/bidder with its own forces) into economically feasible units to facilitate U/DBE participation. It is the proposer/bidder's responsibility to demonstrate that sufficient work to facilitate U/DBE participation was made available to U/DBE firms.

Items of Work	Proposer/Bidder Normally Performs Item	Breakdown of Items	Amount (\$)	Percent of Contract
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			

- D. The names, addresses, and phone numbers of rejected U/DBE firms, the reasons for the proposer/bidder's rejection of the U/DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each U/DBE if the selected firm is not a U/DBE:

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E. Efforts made to assist interested U/DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to U/DBEs:

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F. Efforts made to assist interested U/DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the U/DBE subconsultant/subcontractor purchases or leases from the proposer/bidder or any affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting, and using U/DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, web page download, etc.):

Name or Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

<b>Monthly Participation Progress Report</b> Reporting Period (month): _____, 20____											
Contract Number	Contract Award Date	Current Contract Termination Date	Original Contract Amount \$ _____	Amended Total Contract Amount \$ _____	Contract UDBE/DBE Goal <input type="checkbox"/> UDBE <input type="checkbox"/> DBE _____%	Contract UDBE/DBE Goal Attainment to Date DBE 0.00% UDBE 0.00%	Current Contract Small Business (SB) Participation To Date				
Task/Job Order Number	Task/Job Order Issue Date	Task Order Termination Date	Original Task/Job Order Amount \$ _____	Amended Total Task/Job Order Amount \$ _____	Task/Job Order UDBE/Goal <input type="checkbox"/> UDBE <input type="checkbox"/> DBE _____%	Task/Job Order UDBE/DBE Goal Attainment to Date DBE 0.00% UDBE 0.00%	Task/Job Order Small Business (SB) Participation to Date				
Prime Contractor/Consultant Information Company Name : _____ Address: _____ Tax ID Number: _____ City: _____ State: _____ E-Mail: _____					Total Dollars Paid to DBE/UDBEs This Month on Task/Job Order	Total Dollars Paid to DBE/UDBEs This Month on Contract	Total Dollars Paid to SBs this Month on Task/Job Order	Total Dollars Paid to SBs this Month on Contract			
Business Ownership by Minority Code BA - Black American    NA - Native American    APA - Asian Pacific American W - Woman    HA - Hispanic American    SCA - Subcontinent Asian American					Total Dollars paid to Prime to date on the contract	Total Dollars Paid to Prime to Date on the Task/Job Order	Total Dollars Paid to DBE/UDBEs to Date on Task/Job Order	Total Dollars Paid to DBE/UDBEs to Date on Contract	Total Dollars Paid to Date to SBs on Task/Job Order	Total Dollars Paid to Date to SBs on Contract	
					DBE \$ _____	UDBE \$ _____	DBE \$ _____	UDBE \$ _____	\$ _____	\$ _____	
					DBE \$ _____	UDBE \$ _____	DBE \$ _____	UDBE \$ _____	\$ _____	\$ _____	
SUBCONTRACTORS/(PRIME-ONLY IF DBE/UDBE/SB)	DBE Designation			Minority Type	SB (Small Business)		DBE/UDBE/SB Payments				Type of Work Performed (Scope)
	DBE	UDBE (FTA only)	CUCP #		SBE	SB Cert #	Amount Paid This Month on Task/Job Order	Amount Paid This Month on Contract	Amount Paid to Date on Task/Job Order	Amount Paid to Date on Contract	
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor E-mail: _____ Committed Amount/Percentage: <input type="checkbox"/> Contract <input type="checkbox"/> Task/Job Order											
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor E-mail: _____ Committed Amount/Percentage: <input type="checkbox"/> Contract <input type="checkbox"/> Task/Job Order											
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor E-mail: _____ Committed Amount/Percentage: <input type="checkbox"/> Contract <input type="checkbox"/> Task/Job Order											
Total Payments					\$ _____	\$ _____	\$ _____	\$ _____			
*Minority Type is required for DBE/UDBE firms and is optional for SB firms, although we would like to have this information for reporting purposes. **Contractor/Consultant will be required to input the information via an internet browser once _____ D-CIMS is implemented.											
I certify under penalty of perjury that payments to subcontractors/subconsultants and suppliers have been made from previous payments received under this Project, and timely payments have been made in accordance with the Prompt Payment Provisions set forth in _____ Contract, DBE Program, and the California Public Contract and Business Professions Codes.											
Contractor/Consultant Representative's Name and Title								Business Contact Numbers			
								Phone: _____			
								E-mail: _____			

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description			Federal Aid Project No.		Administering Agency		Contract Completion Date				
Task/Job Order No.		aesdfa								Task/Job Order Completion Date				
Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address		Business Ownership by Minority Code						Final Contract or Task/Job Order Amount \$					
	Address: City,State, Zip Code:		BA - Black American	NA - Native American	APA - Asian Pacific American									
			W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American				Federal Share \$					
SUBCONTRACTOR	CERTIFICATE		CONTRACT/TASK/JOB ORDER PAYMENTS									Date Work Complete	Date of Final Payment	Description of Work Performed & Material Provided
	SB Cert #	DBE Cert #	TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP								
			SB*	DBE*	UDBE* (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)			
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
			Total Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Original UDBE/DBE/SB Commitment												DBE Goal Attainment	0%	
												UDBE Goal Attainment	0%	
												SB Participation	0%	

\*If Sub is both SB, DBE & UDBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SMBE, SWBE (www.dot.ca.gov/hq/bep/) and downloading the Calcert Extract or by calling (916) 227-2207.

List all first-tier subconsultants, SB, DBEs, and Underutilized DBEs, regardless of tier, whether or not the firms were originally listed for goal credit. If actual U/DBE utilization (or item of work) was different than that approved at time of award, provide comments on a separate page. List actual amount paid to each entity.

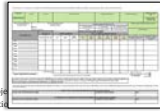
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RTPA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

**INSTRUCTIONS**  
Final Report – Utilization of Underutilized/Disadvantaged Business Enterprise (U/DBE) and Small Business, First-Tier Subcontractors

The form requires information from the RTPA contract.

**CONTRACT INFORMATION**

The Contract/Task/Job Order fields are shown in green in the example.



Enter the following information:

- Contract No.:** RTPA contract number
- County:** County in which work was performed
- Location:** Location in which work was performed
- Project Description:** Provide a brief description of the project (project name, location, etc.)
- Federal Aid Project No.:** Contact Director of Finance & Administration
- Administering Agency:** RTPA
- Contract Completion Date:** As applicable
- Final Contract Amount \$:** Inclusive of all amendments/change orders
- Federal Share \$:** Contact Director of Finance & Administration, if unknown

**PRIME CONSULTANT/CONTRACTOR INFORMATION**

The Prime Consultant/Contractor fields are shown in blue in the example.

Enter the following information:

- Prime Consultant/Contract:** Prime company name
- Business Address:** Address, City, State, & Zip Code
- Business Ownership by Minority Code:** If applicable. This section is only applicable if the contractor belongs to a minority group.

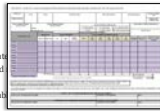


**SUBCONTRACTOR/SUBCONSULTANT INFORMATION**

The Prime Consultant/Contractor fields are shown in purple in the example.

Enter the following information:

- Subcontractor:**
  - Name:** Subcontractor/Subconsultant company name
  - Address:** Subcontractor/Subconsultant Address, City, State, & Zip Code
  - Original UD/BE/DBE/SB Commitment:** Commitment and amount
  - Certificate:**
    - SB Cert #:** Small Business Certification number, if applicable
    - DBE Cert #:** DBE Certification number, if applicable



**Total Payments.**

Enter the total payments for each subcontractor in the SB, DBE, and/or UD/BE fields. If a subcontractor is more than one (1), i.e., SB and DBE or SBE, DBE and UD/BE, enter the amount in each field.

- SB:** Total payments to this Subcontractor/Subconsultant, if they are a certified Small Business
- DBE:** Total payments to this Subcontractor/Subconsultant, if they are a certified DBE
- UD/BE:** Total payments to this Subcontractor/Subconsultant, if they are a certified DBE and belong to one of the following minority groups: Black American, Hispanic American, Native American, Subcontinent Asian America, Women. *This is for FTA-funded Contracts/Task/Job Orders only.*

**Total Payments By Minority Group**

Enter the total payments for each subcontractor by Minority Group. The decision of which column to be used for entering the total payments by minority group is based on their business' ownership, ethnicity, gender, and control issues at time of certification DBE certification. To confirm a subcontractor's DBE certification, access the CUCP database at: [http://www.idot.ca.gov/hq/bep/find\\_certified.htm](http://www.idot.ca.gov/hq/bep/find_certified.htm) or call (916) 324-1700.

- APA:** Asian Pacific American
- BA:** Black American
- HA:** Hispanic American
- NA:** Native American
- SCA:** Subcontinent Asian American
- W:** Women

*Note: If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.*

*Note: If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.*

**Work**

Enter the following information regarding the work for each subcontractor:

- Date Work Complete:** The date the subcontractor's work was finished
- Date of Final Payment:** The date the final check was sent to the subcontractor
- Description of Work Performed & Material Provided:** Description of services/materials provided.

**Finalizing**

The Totals fields are shown in orange in the example.

- The totals payments will be automatically calculated as data is entered.
- The DBE Goal Attainment, UD/BE Goal Attainment, and SB Goal Attainment will be automatically calculated as data is entered.



The Authorization fields are shown in red in the example.

- Consultant Representative Name:** Enter the name of the Prime Consultant/Contractor
- Business Phone Number:** Enter the phone number of the Prime Consultant/Contractor
- Date:** Enter the date the form was completed and verified.

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description	Federal Aid Project No.	Administering Agency	Contract Completion Date								
Task/Job Order No.						Task/Job Order Completion Date								
Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address		Business Ownership by Minority Code			Final Contract or Task/Job Order Amount \$								
Address:			BA - Black American	NA - Native American	APA - Asian Pacific American									
City, State, Zip Code:			W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American	Federal Share \$								
SUBCONTRACTOR	CERTIFICATE		CONTRACT/TASK/JOB ORDER PAYMENTS									Date Work Complete	Date of Final Payment	Description of Work Performed & Material Provided
	SB Cert #	DBE Cert #	TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP								
			SB*	DBE*	UDBE* (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)			
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
			Total Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DBE Goal Attainment	0%	
Original UDBE/DBE/SB Commitment												UDBE Goal Attainment	0%	
												SB Participation	0%	

\*If Sub is both SB, DBE & UDBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SMBE, SWBE ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227-2207.

List all first-tier subconsultants, SB, DBEs, and Underutilized DBEs, regardless of tier, whether or not the firms were originally listed for goal credit. If actual U/DBE utilization (or item of work) was different than that approved at time of award, provide comments on a separate page. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RTPA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description				Federal Aid Project No.			Administering Agency		Contract Completion Date	
Task/Job Order No.												Task/Job Order Completion Date	
Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address				Business Ownership by Minority Code						Final Contract or Task/Job Order Amount \$		
	Address: City, State, Zip Code:				BA - Black American		NA - Native American		APA - Asian Pacific American				
					W - Woman		HA - Hispanic American		SCA - Subcontinent Asian American		Federal Share \$		
SUBCONTRACTOR	CONTRACT/TASK/JOB ORDER PAYMENTS												
	CERTIFICATE		TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP						Date Work Complete	Date of Final Payment
SB Cert #	DBE Cert #	SB*	DBE*	UDBE* (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)			
Name _____													
Address _____													
Name _____													
Address _____													
Name _____													
Address _____													
Name _____													
Address _____													
Name _____													
Address _____													
		Total Payments			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DBE Goal Attainment	0%
Original UDBE/DBE/SB Commitment					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	UDBE Goal Attainment	0%
												SB Participation	0%

\*If Sub is both SB, DBE & UDBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SMBE, SWBE ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227-2207.

List all first-tier subconsultants, SB, DBEs, and Underutilized DBEs, regardless of tier, whether or not the firms were originally listed for goal credit. If actual U/DBE utilization (or item of work) was different than that approved at time of award, provide comments on a separate page. List actual amount paid to each entity.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>		
RTPA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description			Federal Aid Project No.	Administering Agency		Contract Completion Date					
Task/Job Order No.								Task/Job Order Completion Date						
Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address			Business Ownership by Minority Code						Final Contract or Task/Job Order Amount \$				
	Address:			BA - Black American	NA - Native American	APA - Asian Pacific American			Federal Share \$					
City, State, Zip Code:			W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American									
SUBCONTRACTOR	CERTIFICATE		TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP						Date Work Complete	Date of Final Payment	Description of Work Performed & Material Provided
	SB Cert #	DBE Cert #	SB*	DBE*	UDBE* (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)			
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Total Payments			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DBE Goal Attainment	0%	
Original UDBE/DBE/SB Commitment												UDBE Goal Attainment	0%	
											SB Participation	0%		

\*If Sub is both SB, DBE & UDBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SMBE, SWBE ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227-2207.

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I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RTPA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description	Federal Aid Project No.	Administering Agency	Contract Completion Date								
Task/Job Order No.						Task/Job Order Completion Date								
Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address			Business Ownership by Minority Code			Final Contract or Task/Job Order Amount \$							
	Address: City, State, Zip Code:			BA - Black American	NA - Native American	APA - Asian Pacific American								
			W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American		Federal Share \$							
SUBCONTRACTOR	CONTRACT/TASK/JOB ORDER PAYMENTS											Date Work Complete	Date of Final Payment	Description of Work Performed & Material Provided
	CERTIFICATE		TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP								
	SB Cert #	DBE Cert #	SB*	DBE*	UDBE* (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)			
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
Name _____														
Address _____														
			Total Payments			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

\$ -	Original UDBE/DBE/SB Commitment	DBE Goal Attainment	0%
		UDBE Goal Attainment	0%
		SB Participation	0%

\*If Sub is both SB, DBE & UDBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SMBE, SWBE ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227-2207.

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<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>		
RTPA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE



Date

TO: Interested Firms

FROM: Regional Transportation Planning Agency (RTPA)

SUBJECT: Notification of **insert type of Procurement** for Project Name, Agreement Number Agreement #####

The Regional Transportation Planning Agency (RTPA) is soliciting Procurement Type from qualified firms for Program Name and Description, Agreement Number Agreement #####. Procurement Type are due by Closing Date.

Insert paragraph providing project background and add'l project description

A copy of the Procurement Type has been posted on RTPA's World Wide Web site at [www.RTPA.org](http://www.RTPA.org).

**[If a pre-Procurement Type meeting will be held include the following paragraph.]**

A pre-Procurement Type meeting will be held on [Date, Time and Location]. Attendance at the pre-proposal meeting is mandatory. **[Delete this last sentence if the pre-proposal meeting will not be mandatory.]**

A summary of the questions and answers from this meeting will be posted on the Web page noted above by [Posting Date].

If your firm is interested, please print the Procurement Type for more information and detail. If you do not have World Wide Web access, a copy of the Procurement Type can be mailed to you. A summary of the pre-Procurement Type meeting questions and answers can also be mailed to you. **[Delete this last sentence if there will not be a pre-proposal meeting.]**

Please contact [Name of Project Manager], Project Manager, at RTPA, address and telephone number or e-mail [E-mail Address]@RTPA.org if you have any questions or would like this information mailed to you.

Thank you for your interest in providing services to RTPA.

AUTHOR'S INITIALS/

DATE

Contract No. xxxx

Mr./Mrs. Contractor Full Name Here  
Contractor Title  
Company Name  
Address 1  
Address 2

Dear Mr. XXX:

Subject: NOTICE OF INTENT TO AWARD – ENTER PROJECT NAME HERE,  
CONTRACT #

On Enter BIDS DUE DATE, the Regional Transportation Planning Agency (RTPA) received [Enter total # of Bids received] for the above-referenced project. RTPA staff has determined that [Enter Lowest Responsible & Responsive Bidder Name Here] submitted the lowest responsive, responsible bid. Therefore, pursuant to RTPA policy, staff intends to recommend award of the contract to [Enter Lowest Responsible & Responsive Bidder Name Here].

This Notice of Intent to Award is not binding on RTPA; it is merely notice that [Enter Lowest Responsible & Responsive Bidder Name Here] has been identified as the lowest responsive, responsible bidder. No formal determination of the other bidders has been made at this time.

If you have any questions regarding the award of this contract, please call the Contracts Officer, CA Name, at (xxx) xxx-xxxx.

Sincerely,

Xxxxx

Cc: [Enter PM Name here]

Date

Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice of Intent to Award  
Name of Project/Study

We have reviewed your proposal and have selected Name of Selected Proposer for contract negotiations. This Notice of Intent to Award is not binding on RTPA; it is merely notice that your company was selected for negotiations. If a contract with mutually-acceptable terms cannot be negotiated between Name of Selected Proposer and RTPA within a reasonable period of time, RTPA's Executive Director may choose to cease negotiations with your company and pursue negotiations with the next highest-ranked proposer.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM's Last Name at the above address or at (831) 883-3750. In the coming weeks Mr./Ms./Mrs. PM's Last Name will be working with you to negotiate the terms of the proposed contract. Name of Selected Proposer must forward all required insurance certificates and endorsements to Mr./Ms./Mrs. PM's Last Name within 15 days.

[Add the following paragraph if applicable]

The Name of Project/Study will be funded in whole or in part with Federal funds. Therefore, a pre-award audit by RTPA will be necessary. During the pre-award audit RTPA will examine your accounting, administrative and estimating systems; proposed costs; quantities; and financial condition. The audit will be broad in scope and should take approximately 30 days if there are no complications. Detailed cost negotiations between RTPA and your company cannot commence until after RTPA has completed its audit and issued an Authorization to Proceed. RTPA expects Name of Selected Proposer to cooperate fully in order to expedite satisfactory completion of the audit.

We look forward to working with you to negotiate a contract that benefits both RTPA and Name of Selected Proposer.

Sincerely,

AUTHOR NAME

Author Title

AUTHOR UPPERCASE INITIALS/

Attachment/Enclosure

Date

Name  
Title  
Firm  
Address  
City, State ZIP

Dear Name:

SUBJECT: Notice of Intent to Enter Negotiations with Another Consultant for: Contract  
Number(s): Contract ###(s)  
Contract/Project Name or Description

Thank you for your response to the RTPA Request for Procurement Type for the above-referenced contract(s). RTPA received a number of high quality proposals and recognizes the hard work that went into preparing them.

Based on the written qualifications and interviews, your firm was not selected for contract negotiations. A final decision to award is not completed, but RTPA has issued a Notice of Intent to Award to the consultant(s) as follows:

*If there is more than one contract awarded  
list Consultants in alphabetical order.*

Name of Selected Firm(s)

Protests regarding the prospective award to the selected Consultant(s) must be received by RTPA within five business days after the date of this notice. If you have any questions, please contact me at the number listed below. RTPA appreciates the interest shown by your firm.

Sincerely,

AUTHOR NAME  
Author Title  
(xxx) xxx-xxxx

AUTHOR INITIALS/

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice to Short-Listed Proposers, Name of Project/Study,  
Agreement Number Insert Number

Congratulations! This letter serves as your notice that you have been placed on RTPA's short-list of qualified proposers for the Name of Project/Study, Agreement Number Insert Number. Thank you for responding to RTPA's Request for Proposals (RFP) or Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Proposal or Statement of Qualifications (SOQs) in response to an RFP or RFQ. RTPA's consultant evaluation committee has reviewed and evaluated all of the RFPs or RFQs. The top-ranked proposers submitting a Proposal or SOQ have been placed on a short-list. For SOQs - Only the proposers on the short-list will be asked to submit a technical proposal and cost estimate. Enclosed with this letter is a request for Cost Proposal. Cost Proposals are due on Insert Date.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxx.

Sincerely,

AUTHOR NAME

Author Title

Author Initials/

Date

Click To Insert Addressee

Click To Insert Address

Dear Mr./Ms./Mrs. Addressee Last Name:

**SUBJECT:** Notice to Proposers Not Making Short-List Name of Project/Study,  
Agreement Number Insert Number

Thank you for responding to RTPA's Request for Proposals (RFP) or Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Proposal or Statement of Qualifications (SOQs) in response to an RFP or RFQ. RTPA's consultant evaluation committee has reviewed and evaluated all of the Proposals or SOQs. The top-ranked companies submitting a Proposal or SOQ have been placed on a short-list. This letter will serve as your notice that you have not been placed on RTPA's short-list of qualified proposers for the Name of Project/Study.

You will not receive any further notices from RTPA regarding the Name of Project/Study. Protests regarding lack of inclusion of your company on the short-list must be received by RTPA within five business days after the date of this Notice.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

Again, thank you for your interest in working with RTPA.

Sincerely,

**AUTHOR NAME**

Author Title

Author Initials/

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Request for Cost Proposal for Name of Project/Study,  
Agreement Number insert number

Congratulations! This letter serves as your notice that you have been preliminarily selected as the top-ranked proposer for the Name of Project/Study, Agreement Number insert number. Thank you for responding to RTPA's Request for Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Statement of Qualifications (SOQs) in response to an RFQ. RTPA's consultant evaluation committee has reviewed and evaluated all of the SOQs. At this time, RTPA requests that you submit a cost proposal for the project. Please provide a cost proposal for the project by date. Failure to provide a complete and detailed cost proposal by the deadline may disqualify your firm from consideration.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

Sincerely,

AUTHOR NAME

Author Title

Author Initials/

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT:     Post-Award Notice  
              Name of Project/Study

Thank you for your response to the RTPA Request for Proposal (RFP) for Name or Description of RFP. RTPA received a number of high quality proposals and recognizes the hard work that went into preparing them.

On or about Date, RTPA sent you a Notice of Intent to Enter Negotiations with another Proposer. At that time we informed you that RTPA had commenced negotiations with Name of Selected Firm. Since that time, RTPA has finalized its contract negotiations with Name of Selected Firm.

Although your firm was not selected for this contract work, we hope you will respond again should similar opportunities become available at RTPA.

Please feel free to contact me at (xxx) xxx-xxxx if you have any questions. Again, thank you for your interest in contracting opportunities with RTPA.

Sincerely,

AUTHOR NAME

Author Title

Author Initials/



Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice to Proceed  
Name of Project/Study

This letter will serve as your Notice to Proceed, effective Date.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

We look forward to working with you in the development of a valuable and meaningful Outcome of Project/Study.

Sincerely,

AUTHOR NAME  
Author Title

Author Initials/

**INDEPENDENT COST ESTIMATE (ICE) JUSTIFICATION FOR SMALL PROCUREMENTS****(Equipment, Supplies, & Construction-\$\_\_\_\_\_ to \$\_\_\_\_\_ ; Services other than A&E-\$\_\_\_\_\_ to \$\_\_\_\_\_)**

Date \_\_\_\_\_

ICE For Project: \$ \_\_\_\_\_

Project \_\_\_\_\_

Project Manager \_\_\_\_\_ Please print

In accordance with the Federal Transit Administration Circular 4220.1F, Third Party Contracting Guidance, an ICE is required for all purchases over \$\_\_\_\_\_. The Small Procurement ICE may be used for simple procurements under the formal procurement thresholds as follows: for professional services other than A&E under \$\_\_\_\_\_ and for Supplies, Equipment and Construction under \$\_\_\_\_\_.

The ICE must be completed prior to requesting quotes from prospective vendors, contractors, and consultants.

**Please indicate which of the statements apply with a check mark.**

<input type="checkbox"/>	I performed market research for the pricing of the products and/or services being procured through one or more of the following sources: <input type="checkbox"/> Internet <input type="checkbox"/> Trade Show <input type="checkbox"/> Catalog <input type="checkbox"/> Other Contracts
<input type="checkbox"/>	I contacted other agencies that may have procurement knowledge/experience for the product or service being procured to determine the prices they paid.
<input type="checkbox"/>	I reviewed/compared RTPA historical or established labor rates or product pricing in order to determine my estimate for this procurement.
<input type="checkbox"/>	The service and cost already has been negotiated and approved in a RTPA contract.
<input type="checkbox"/>	The service is being procured based on rates regulated by the government (i.e., utilities).
<input type="checkbox"/>	Other (explain):

NOTE: A more detailed ICE may be required for more complex procurements.

Provide a brief explanation of your analysis that is the basis of your estimate.

Example: I found the price of a computer printer on the Internet at \$50 each from Dell on 1/18/09. The total for 100 printers is \$5,000 and was the basis of my estimate. A copy of the Internet ad is enclosed.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

**INDEPENDENT COST ESTIMATE (ICE) JUSTIFICATION  
PROJECT-SPECIFIC / REGULATED-RATE PROCUREMENTS**

Date			ICE for Project	\$
Project				
Project Manager				

In accordance with recent revisions per the Federal Transit Administration Circular 4220, 1F, Third Party Contracting Guidance, the ICE is required for all professional services, including architecture and engineering services, construction services, and equipment/products. This project-specific ICE must be completed prior to requesting additional services from a consultant on already negotiated agreements.

**Please indicate which of the statement(s) apply with a check mark.**

- The service and cost already has been negotiated and approved in a RTPA contract.
- The service is being procured based on rates regulated by the government (i.e., utilities)
- Other (explain).

Provide a brief explanation of your analysis that is the basis of your estimate.

**RTPA - Independent Cost Estimate / Engineer's Estimate**  
 Procurements for services over \$50,000.00 or as required by Contract

Contract No.: \_\_\_\_\_  
 Task Order No.: \_\_\_\_\_  
 Project: \_\_\_\_\_

Project Manager: \_\_\_\_\_  
 Project No.: \_\_\_\_\_

Date: \_\_\_\_\_  
 Total Project Cost: \_\_\_\_\_  
 Average Cost Per Hour: **#DIV/0!**

Task	Work Breakdown Structure Codes	Description	Schedule		Hours					Total Hours
					Principal	PM	Sr Analyst	Analyst	Support	
			Begin Date	End Date						
1										-
2										-
3										-
4										-
5										-
6										-
7										-
8										-
<b>Totals =</b>										

Task	Work Breakdown Structure Codes	Description	Schedule		Cost					Total Cost
			Begin Date	End Date	Principal	PM	Sr Analyst	Analyst	Support	
1					\$ -	\$ -	\$ -	\$ -	\$ -	
2					\$ -	\$ -	\$ -	\$ -	\$ -	
3					\$ -	\$ -	\$ -	\$ -	\$ -	
4					\$ -	\$ -	\$ -	\$ -	\$ -	
5					\$ -	\$ -	\$ -	\$ -	\$ -	
6					\$ -	\$ -	\$ -	\$ -	\$ -	
7					\$ -	\$ -	\$ -	\$ -	\$ -	
8					\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Totals =</b>					\$ -	\$ -	\$ -	\$ -	\$ -	

Task	Work Breakdown Structure Codes	Description	Other Direct Cost	Total Cost
9				
<b>Totals =</b>				

**TOTAL ESTIMATED PROJECT COST =** \_\_\_\_\_

# Independent Cost Estimate Template

## Staffing Plan

1	Contract No.:		Task Order No.:		Project Center:				
2	Project:		Project No.:						
3									
4	Task / SubTask	Description	Schedule	Fiscal Years (Hours)					Totals
5				Principal	PM	Sr Analyst	Analyst	Support	
6			Begin Date	End Date					
7									
8	1.0				Hrs	Hrs	Hrs	Hrs	Hrs
9	1.1								
10	1.2								
11	1.3								
12	1.4								
13	1.5								
14	1.6								
15	1.7								
16	1.8								
17	1.9								
18	1.10								
19	Totals =								
20									
21	2.0				Hrs	Hrs	Hrs	Hrs	Hrs
22	2.1								
23	2.2								
24	2.3								
25	2.4								
26	2.5								
27	2.6								
28	2.7								
29	2.8								
30	2.9								
31	2.10								
32	Totals =								
33									
34	3.0				Hrs	Hrs	Hrs	Hrs	Hrs
35	3.1								
36	3.2								
37	3.3								
38	3.4								
39	3.5								
40	3.6								
41	3.7								
42	3.8								
43	3.9								
44	3.10								
45	Totals =								
46									
47	4.0				Hrs	Hrs	Hrs	Hrs	Hrs
48	4.1								
49	4.2								
50	4.3								
51	4.4								
52	4.5								
53	4.6								
54	4.7								
55	4.8								
56	4.9								
57	4.10								
58	Totals =								
59									
60	5.0				Hrs	Hrs	Hrs	Hrs	Hrs
61	5.1								
62	5.2								
63	5.3								
64	5.4								
65	5.5								
66	5.6								
67	5.7								
68	5.8								
69	5.9								
70	5.10								
71	Totals =								
72									
73	6.0				Hrs	Hrs	Hrs	Hrs	Hrs
74	6.1								
75	6.2								
76	6.3								
77	6.4								

# Independent Cost Estimate Template

## Staffing Plan

	A	B	C	D	E	F	G	H	I	J	K
1	Contract No.:			Task Order No.:			Project Center:				
2	Project:			Project No.:							
3											
4	Task / SubTask	Description	Schedule		Fiscal Years (Hours)					Totals	
5					Principal	PM	Sr Analyst	Analyst	Support		
6			Begin Date	End Date							
78	6.5										
79	6.6										
80	6.7										
81	6.8										
82	6.8										
83	6.10										
84	Totals =										
85											
86	7.0					Hrs	Hrs	Hrs	Hrs	Hrs	
87	7.1										
88	7.2										
89	7.3										
90	7.4										
91	7.5										
92	7.6										
93	7.7										
94	7.8										
95	7.9										
96	7.10										
97	Totals =										
98											
99	8.0					Hrs	Hrs	Hrs	Hrs	Hrs	
100	8.1										
101	8.2										
102	8.3										
103	8.4										
104	8.5										
105	8.6										
106	8.7										
107	8.8										
108	8.9										
109	8.10										
110	Totals =										
111											
112	9.0	Other Costs	Cost								
113	9.1										
114	9.2										
115	9.3										
116	Totals =										
117											

---

**LIMITED COMPETITION APPROVAL**

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/Consultant/Vendor: \_\_\_\_\_

Project Number: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Project Description:

**Notice: Contracting without providing for full and open competition is a violation of statute unless justified on one or more of the bases below.**

THE FOLLOWING MUST BE ANSWERED AFFIRMATIVELY
<p>BY MARKING THE BOXES BELOW YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.</p> <p><input type="checkbox"/> The need for a limited scope procurement is not due to a failure to plan or a lack of advanced planning.</p> <p><input type="checkbox"/> The need for a limited scope procurement is not due to concerns about the amount a federal assistance available to support the procurement (for example, expiration of federal assistance available for award).</p>

JUSTIFICATION FOR LIMITED COMPETITION PROCUREMENT
<p><input type="checkbox"/> Documentation is attached establishing that full and open competition in connection with a particular acquisition is not in the public interest.</p> <p><input type="checkbox"/> Documentation is attached establishing that an unusual and urgent need for the services exists, and RTPA would be seriously injured unless it is permitted to limit the competition.</p> <p><input type="checkbox"/> Documentation is attached establishing that public exigency or emergency will not permit a delay resulting from a full formal competitive procurement for the supplies or services.</p> <p><input type="checkbox"/> Acquisition of an expert or neutral person's services are needed for a current or potential protest, dispute, claim, or litigation.</p>

**EXPLANATION:**

**DESCRIPTION OF PROPOSED LIMITED COMPETITION PROCESS:**

## **Contracts, Task Orders, and Job Orders – Close-Out Instructions**

### **PM Responsibilities:**

**Keep Track of Contracts & Task Orders - Keep track of the amount of contract capacity and contract expiration date to be sure work can still be done by the Consultant.**

Use an Excel or other file noting the original contract amount. Add any amended amounts. Subtract any authorized payments. Know how much is left.

Speak to the PM in charge of the contract (“Contract Manager”) before using their contract capacity.

Keep calendar reminders at least a few months before the actual date your contract / task order expires so that you have time to work with Contracts to extend the time before it has expired.

Remember you are not authorized to promise to pay or let the Consultant work before a Notice to Proceed.

### **Close Out Steps for Contracts, Task Orders and Job Orders**

#### **1. RTPA Consultant Performance Evaluation Tool**

Prepare an Evaluation of the Consultant/Contractor/Vendor and discuss with Consultant or email Consultant a copy.

#### **2. Contract Close-Out Letter**

Prepare the Contract Closeout Letter and request that any final invoices be marked FINAL INVOICE from the Prime Consultant and all Subconsultants.

#### **3. Final Report – U/DBE and SB, First-Tier Subconsultants**

For agreements with a DBE goal, final payment and release of retained funds cannot occur until the Consultant completes the Final Disadvantaged Business Enterprise Utilization Report and the PM submits it to the Contracts Inbox.

#### **4. Finance Encumbrance Liquidation**

When the final invoice is approved, work with Administration and Finance to liquidate the encumbrance.



## RTPA CONSULTANT PERFORMANCE EVALUATION TOOL

\* Please fill in all green-shaded fields. Comments are optional.

Consultant Name:	_____	Contract Phase:	___ Initial ___ Mid ___ Close
Contract #:	_____	Project Name:	_____
Date of Evaluation:	_____	Type of Work Performed:	_____
Evaluation Prepared By:	_____	Small or DBE (Yes or No)	_____

**Please add any other specific factors you evaluated below.**

<b>SCORE IN SHADED CELLS:</b> 1 = UNSATISFIED 2 = SATISFIED 3 = VERY SATISFIED	<b>ENTER COMMENTS IN BOXES PROVIDED BELOW:</b>
---	--

<b>1) Quality / Technical Performance</b>  Met work product standards. Performed & documented according to approved plan. Met DBE/UDBE Goal/Commitment (if applicable). Managed subconsultants/DBEs effectively.	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> </table>					<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 100px;"> </td></tr> </table>	

<b>2) Cost Performance</b>  Finished within Contract budget. Invoices were accurate & timely, according to contract.	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> </table>				<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 100px;"> </td></tr> </table>	

<b>3) Schedule Performance</b>  Submitted accurate and timely deliverables. Met milestone or completion due date(s).	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> </table>				<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 100px;"> </td></tr> </table>	

<b>4) Business Relations/Negotiations Performance</b>  Responded to customer needs. Conducted business in a professional manner. Provided effective verbal and written communication.	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> <tr><td style="background-color: #e0ffe0;"> </td></tr> </table>				<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 100px;"> </td></tr> </table>	

<b>Grand Total Points:</b>	0
<i>Calculated Evaluation Score:</i>	0%

RTPA Project Manager:	Printed Name:	Date:
_____	_____	_____

Signature of PM confirms that the evaluation has been provided to Consultant. If applicable, Consultant comments may be attached to the final assessment.

**mail completed evaluation to Consultant & submit copy to Director of Finance & Administration to Close Out Contract**

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**RECORD OF NEGOTIATION**

Contract Number \_\_\_\_\_

Task Order Number \_\_\_\_\_

Consultant \_\_\_\_\_

---

Functional/Project Manager (Print Name)

---

Task Order Manager (Print Name)

Task Order Description \_\_\_\_\_

DATE	DESCRIPTION OF ACTION	OUTCOME - CHANGES MADE

I have explained any variance of 10% or more from the original ICE and in my opinion the price negotiated remains fair and reasonable as described above.

---

Signature

---

Title

---

RTPA or other Agency Name

Note: It is the intent that the record of negotiation covers the period from the development of the first draft of the task order through the submittal of the final draft of the task order.

**ON-CALL TASK ORDER FIRM SELECTION FORM  
(USE FOR CONTRACTS FOR SERVICES, DO NOT USE FOR A&E FIRMS)**

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Task Order No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Task Order Amount: \_\_\_\_\_  
 Project Description/Title: \_\_\_\_\_

**You must compare all eligible on-call firms to each other.** You may not select one firm and then simply state why it is qualified because, in almost all cases, more than one on-call firm is eligible and qualified for the work. Therefore, a comparison of the firms is required. You must document a comparison of the eligible firms and explain why the firm selected is the best choice among the eligible firms based on the selection factors discussed in the procurement document.

**SECTION I**

Are you using this document to establish use of a particular on-call firm for work that will go on beyond this Task Order on a Project-wide basis and will be of the best value to RTPA?  Yes  No

If you have marked the "No" box above, skip to Section II of this form. If you have marked the "Yes" box above, briefly describe the range of work that will be expected for the entire Project, beyond what is being awarded in the current Task Order:

(Explanation)

The on-call firm identified below for award of this Task Order has already performed services on a Project that is in progress. The selected firm was evaluated as the best value to RTPA for the Project overall when price, qualifications, and other factors were considered previously in the Task Order Selection Form dated \_\_\_\_\_. If this box is marked, skip to Section III of this form.

**SECTION II**

**By marking the box below, you are affirming that the following statements are true.**

Selection of firm for this Task Order is based upon qualification(s) and cost (best value).

**Describe any additional specialty qualifications and experience needed for Task Order or Project:**

(Provide Brief Description of Qualifications and Experience)

**If one or more eligible on-call firms were not considered for the work in this Task Order/Project, identify the firm(s) and provide an explanation for why the firms were not considered based on factors such as experience, rates, or past performance:**

(Explanation)

**Draft Scope of Work was discussed with or compared with the SOQs or proposal(s) of the on-call firms shown below:**

- |                                       |                                       |                                       |                                       |
|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm |
| <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm |
| <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm | <input type="checkbox"/> Name of Firm |

**SECTION III**

**Check all that apply for your comparison analysis. The selected firm:**

- Offers the most relevant experience based on the complexity level of this Task Order/Project compared to the other firms evaluated.
- Can meet the schedule needed for completion of the scope of work for this Task Order/Project.
- Has availability to take on additional work without jeopardizing existing project deliverables and performance.
- Provides the most appropriately experienced and skilled key personnel for this Task Order/Project when compared to the other firms evaluated.
- Has prior work experience with this Project that will prevent work from being redone and; therefore, will provide a better value to RTPA compared to the other firms.
- Demonstrated best understanding of the Project and approach during interviews/discussions as compared to the other firms.
- Offered the best overall proposal for this Task Order/Project taking level of effort and rates into account.
- Was selected in previous documentation for the overall Project and has performed to RTPA's satisfaction on prior work for the Project.
- Performance ratings of firm on previous work establish it has performed satisfactorily for RTPA.
- Other (see explanation below)

**Document discussions with on-call firms confirming information marked in boxes above and/or identifying information in proposals or other documents establishing that the qualifications and cost of selected firm for this Task Order/Project are the best value for RTPA's needs. Make sure to discuss rates/costs of selected firm compared to other eligible firms.**

(Explanation)

I am not aware of any conflicts of interest or organization conflicts that would arise as a result of choosing (name of firm) and believe it is best qualified for this Task Order/Project.

\_\_\_\_\_  
Project (or Task Order) Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Contracts Officer

\_\_\_\_\_  
Date

**PURCHASING SCHEDULE WORKSHEET**

FTA grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services.<sup>1</sup> FTA uses the term “state or local government purchasing schedule” to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices.<sup>2</sup>

Contract Officer: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Date submitted to Contracts Officer: \_\_\_\_\_  
 Brief description of goods/services: \_\_\_\_\_  
 Requested Amount: \$ \_\_\_\_\_  
 OWP Number: \_\_\_\_\_  
 Will the purchase be paid for with FTA or FHWA funds?<sup>3</sup>     YES             NO

**Purchasing Schedule Details**

Vendor Name: \_\_\_\_\_  
 Name of Cooperative who offers the solicitation: \_\_\_\_\_  
 Name of Agency who issued the solicitation: \_\_\_\_\_

Procurement Method:     Invitation for Bid (IFB)  
     Request for Proposal (RFP)  
     Award was made to the lowest responsive and responsible bidder who conformed to all material terms and conditions of the solicitation. [IFBs]  
 Basis of Award:             Award was made to the responsible offeror whose proposal was most advantageous with price and other factors considered. The evaluation criteria used to score the proposals was included in the solicitation. [RFPs]

Was a geographical preference listed in the solicitation (i.e. gave in-state vendors a bidding preference)?     YES<sup>4</sup>             NO

Names of vendors who were awarded contracts:  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_  
 6. \_\_\_\_\_

In order to determine whether the utilization of a state or local government purchasing schedule is feasible, the following must be answered affirmatively by the Contracts Analyst and supporting documentation for each statement must be provided.

<sup>1</sup> FTA BPPM Section 4.7.2.2

<sup>2</sup> FTA Circular 4220.1F, Chapter V. Section 4

<sup>3</sup> The FTA provisions must be included in the purchase order provisions and the vendor must sign the federal forms prior to the issuance of the purchase order.

<sup>4</sup> FTA prohibits the use of geographical preference in competitive solicitations. A solicitation with geographical preference may not be used in the purchase will be paid for with federal funds.

BY MARKING THE BOXES BELOW, YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.	
<input type="checkbox"/>	<p><b>I have obtained quotations from each of the vendors who were awarded a contract and selected the vendor with the lowest price for the item(s) I am purchasing.</b></p> <p>Required documentation:</p> <ul style="list-style-type: none"> <li>• Quotations from all awarded vendors</li> </ul>
<input type="checkbox"/>	<p><b>I have obtained a copy of the contract and the solicitation document, including the specifications.</b></p> <p>Required documentation:</p> <ul style="list-style-type: none"> <li>• Solicitation (RFP, IFB, etc.) including the specifications</li> <li>• Addenda issued (if applicable)</li> <li>• Legal notices/advertisements</li> <li>• Successful bid/proposal</li> <li>• Scoring summary (if RFP process was used)</li> <li>• Notices of Award</li> <li>• Summary of procurement (number of respondents, how award determination was made, if any proposals/bids were deemed non-responsive, if there were any protests and what the outcome was, and any other information summarizing the procurement process and award to the selected consultant/contractor/vendor.)</li> <li>• Original Contract</li> <li>• Contract Amendments (if applicable)</li> </ul>
<input type="checkbox"/>	<p><b>The contract price remains fair and reasonable.</b></p>
	<p>Required documentation:</p> <ul style="list-style-type: none"> <li>• Market analysis demonstrating price is fair and reasonable.</li> </ul>
<input type="checkbox"/>	<p><b>The contract term complies with the five-year term limit established by the FTA.</b></p>
	<p>Required documentation:</p> <ul style="list-style-type: none"> <li>• Contract start and end dates, including all option periods in effect.</li> </ul>

**DOCUMENTATION OF CONTRACT PAYMENT TYPE SELECTION**

This form shall be used to document how the contracting type was selected. To best determine which contract type is suitable, classify the situation by checking off the appropriate boxes below. All elements must apply to use selected type.<sup>1</sup> All references to "contractor" shall be treated the same as "consultant".

CONTRACT TYPE	Requirements to utilize contract type	SUBCONTRACT TYPE	Requirements to utilize subcontract type
<input type="checkbox"/> <b>FIXED PRICE</b>	<input type="checkbox"/> Commercial items, supplies, or low-risk service contracts with performance/functional/design specs <input type="checkbox"/> Product/service must be delivered as specified and no payment can occur until the product/service that meets the contract specification is delivered <input type="checkbox"/> Price that remains fixed irrespective of the contractor's cost experience in performing	<input type="checkbox"/> <b>FIRM FIXED PRICE (LUMP SUM OR UNIT PRICE)</b>	<input type="checkbox"/> Contractor has complete responsibility for costs of performance and resulting profit/loss
		<input type="checkbox"/> <b>FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT</b>	<input type="checkbox"/> Contingencies in contracting period will occur or contract is high risk <input type="checkbox"/> Doubt of stability of costs/prices over extended period of time <input type="checkbox"/> Price adjustment is based upon: <input type="checkbox"/> Published indices <input type="checkbox"/> Actual contractor costs <input type="checkbox"/> Increase/decrease of published prices <input type="checkbox"/> Contract defines circumstances under which economic price adjustment will be made and means by which it will be calculated
<input type="checkbox"/> <b>COST REIMBURSEMENT</b>	<input type="checkbox"/> Payment of allowable incurred costs to the extent prescribed in the contract <input type="checkbox"/> Estimate of total cost that contractor cannot exceed without a written amendment <input type="checkbox"/> Uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to establish fixed prices	<input type="checkbox"/> <b>COMPLETION FORM</b>	<input type="checkbox"/> Describes the scope of work by specifying an end product or definite goal <input type="checkbox"/> Contractor must complete work and deliver end item as condition for payment of entire fee
		<input type="checkbox"/> <b>TERM FORM</b>	<input type="checkbox"/> Describes work in general terms and obligates contractor to devote specified level of effort for a stated time period <input type="checkbox"/> Fixed fee is payable at expiration of stated period if contractor has furnished specified level of effort
<input type="checkbox"/> <b>TIME AND MATERIALS</b>	<input type="checkbox"/> Determination is made that no other type of contract is suitable <input type="checkbox"/> Services or supplies <input type="checkbox"/> Payment of labor costs is on basis of fixed hourly billing rates specified in contract (including wages, indirect costs, general & administrative expenses, and profit) <input type="checkbox"/> Labor hours are flexible <input type="checkbox"/> Materials are billed at cost <input type="checkbox"/> Maximum obligation (ceiling price) is included in contract that cannot be exceeded without an amendment	<input type="checkbox"/> <b>LABOR HOUR</b>	<input type="checkbox"/> Materials are not supplied by contractor

Contract Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> FTA Best Practices Procurement Manual, Section 2.4.3

**PURCHASE ORDER CHECKLIST**

This form shall be completed by the Contract Officer prior to routing a request for approval.

Contract Officer: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 Date submitted to Contract Officer: \_\_\_\_\_

**Purchase Order Details**

Vendor Name: \_\_\_\_\_  
 Brief description of goods/services: \_\_\_\_\_  
 OWP Number(s): \_\_\_\_\_  
 Requested Amount: \$ \_\_\_\_\_

**For Purchase Order Amendments, complete the following and attach original PO and amendments.**

PO Number: \_\_\_\_\_  
 Original PO Issuance Amount: \$ \_\_\_\_\_  
 Current PO Amount (original and all amendments): \$ \_\_\_\_\_  
 New PO Total (after approval of this amendment request) \$ \_\_\_\_\_

**Procurement Method**

Attach completed Method of Procurement Selection (MOPS) form and required supporting documentation.

Procurement Method	Required Supporting Documentation
<input type="checkbox"/> Competitive Solicitation	
<input type="checkbox"/> Invitation for Bid (IFB)	Solicitation email including specifications <sup>1</sup> , and at least 3 quotes
<input type="checkbox"/> Request for Proposal (RFP)	Solicitation email including specifications <sup>1</sup> , best value criteria, and at least 3 quotes
<input type="checkbox"/> Another Agency Procurement	
<input type="checkbox"/> Joint Procurement	Copy of solicitation and contract
<input type="checkbox"/> Purchasing Schedule	Completed Purchasing Schedule Worksheet with related documentation
<input type="checkbox"/> Assignment/Piggyback	Completed Piggyback Worksheet with related documentation
<input type="checkbox"/> Noncompetitive Solicitation	
<input type="checkbox"/> Intergovernmental	Copy of underlying MOU or Agreement
<input type="checkbox"/> Sole Source	Completed Sole Source Justification

**Basis of Award:**

- Award has been made to the lowest responsive and responsible bidder who conformed to all material terms and conditions of the solicitation. This is the required method for all IFBs.
- Award has been made to the responsible offeror whose proposal is most advantageous to RTPA with price and other factors considered. The evaluation criteria used to score the proposals must be included in the solicitation. This is the required method for all RFPs.

<sup>1</sup> When it was impractical or uneconomical to make a clear and accurate description of the technical requirements, a 'brand name or equal' description must have been used as a means to define the performance or other salient characteristics of the procurement. The specific features of the named brand which must be met by offerors must have been clearly stated in the IFB/RFP. – FTA BPPM



**DOCUMENTATION TO REVIEW FOR PURCHASE ORDER REQUEST**

**Requisition**

- The correct procurement requisition form is utilized.
- If the Purchase Order is related to an existing contract or formal procurement, the contract or solicitation number is listed and the document is attached. Also verify the items/services being purchased are within the scope of the underlying contract/solicitation.
- If the purchase order needs to be retroactively dated, a signed memo is included.
- The procurement justification clearly explains the purpose and benefit of the procurement.
- An Independent Cost Estimate (ICE) amount is listed and attached.
  - The PM made and documented an independent cost estimate containing a line item breakdown of each type of cost within the overall price before receipt of quotes.
- The quantity, unit of measure, description, unit cost, and extended cost fields are filled in accurately and correctly. Be sure the numbers are calculated correctly.
- If the procurement will be split among more than one OWP, a breakdown of costs per budget shall be listed.
- If this is a multi-year purchase against an OWP, the amount to be encumbered per fiscal year shall be listed.
- The attachments are checked and accurate.
  - A Record of Negotiation (RON) is included in the attachments, where applicable.
- Funding source(s) are checked and accurate.
  - A printout of the current budget book is attached as verification of funding sources in the fiscal year(s).
  - Funds are available for the cost code indicated.
- If FTA or FHWA funds, the vendor has completed and submitted the required Federal forms.
- The vendor information is filled in and a copy of SB/DBE certification is attached if applicable.
  - The vendor is not debarred. Attach a printout from the Federal System for Award Management (SAM) website (<http://www.sam.gov>) as well as the State of California DLSE website (<http://www.dir.ca.gov/dlse/debar.html>)
- The correct signature block is used.
- The item(s) or service(s) being procured will not present a high risk to RTPA if the item(s) fail to perform as expected or the service(s) are not performed in compliance with industry standards.

**DBE COMPLAINT PROCEDURES AND DBE COMPLAINT PROCESS DESCRIPTION FOR STAFF**

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- A. Within 10 business days of being informed by RTPA that it is not responsive because it has not provided sufficient U/DBE documentation, a bidder/offeror may request administrative reconsideration. For DBE-related complaints arising during the administration of a contract or outside of the procurement process, the complaint must be filed within 30 days of the date of the alleged RTPA discretionary action forming the basis of the complaint. Complainants should make this request in writing to the following reconsideration official or his/her designee using the attached complaint form:

Disadvantaged Business Enterprise Liaison Officer  
RTPA  
address

- B. The reconsideration official will not have played any role in the alleged discretionary action that is the basis for the complaint. The reconsideration official will review the administrative record concerning the reconsideration request (AR) and determine if it requires resolution by a committee or may be resolved by an appointed reconsideration person as the committee.
- C. As part of this reconsideration, the complainant will have the opportunity to provide written documentation or argument concerning the issues. The complainant may also have the opportunity to meet in person with the reconsideration committee or official to discuss the issues.
- D. The reconsideration committee and/or official will review the reconsideration request in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The reconsideration committee or official will prepare a recommendation regarding the complainant's reconsideration request, in writing, to RTPA's Executive Director within 30 (thirty) calendar days of the date of receipt of the request. All materials included with the AR at time of submittal will be considered. The Executive Director will either sustain or reject the reconsideration document in writing based upon the recommendation of the administrative committee or official and the best interests of RTPA. This decision will be communicated in writing to the complainant.

- E. The result of the RTPA reconsideration process is not administratively appealable to the Department of Transportation, however, the complainant may contact one or more of the following agencies that oversee various aspects of RTPA DBE Programs to file a complaint directly with those agencies:**

**Director, Office of Civil Rights  
Federal Transit Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590**

**Caltrans District Local Assistance:**

**(Insert appropriate district contact info above)**

# DBE Complaint Process Description for Staff

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## 1. INTRODUCTION

These processes are intended to assist RTPA staff in managing DBE-related complaints arising out of or related to a contract between a consultant/contractor, RTPA and/or any DBE prime consultants/contractors/subcontractors/subconsultant. It is important to note that DBE dispute/complaint references provided herein are examples and are not intended to be inclusive of all issues that can arise from DBE requirements. These processes are intended to serve as the framework for receiving, tracking, and resolving complaints, thereby creating an efficient method for handling these issues.

These procedures are meant to provide details for staff. The types of DBE complaints intended to be covered by these procedures, include, but are not limited to:

- Disputes related to whether a proposer/bidder has provided sufficient DBE documentation
- Disputes related to project participation by DBEs
- Termination of DBE contractor/subcontractor
- Nonpayment of a DBE firm
- Failure to provide a DBE the work to which the prime committed

The complaint resolution process will focus on gathering pertinent information, determining the responsibilities of the affected parties and achieving a thorough understanding of the issue(s) in dispute. RTPA staff should be committed to providing a timely response and resolution and evaluating complaints in accordance with the terms of the contract documents and applicable laws.

### A. Governing Regulations and Statutes

All complaint resolution actions will be governed by any or all of the following non-exhaustive list of applicable laws, regulations, and documents:

- 49 CFR Part 26
- State of California Department of Industrial Relations Prevailing Wage Determinations
- California Labor Code
- RTPA solicitation documents
- RTPA contract documents

## 2. RECEIVING A COMPLAINT

Complaints addressed in these processes will typically originate from a compliance related issue/discrepancy discovered by RTPA or its authorized representative, as part of the standard DBE compliance monitoring review.

### A. Evaluating a Complaint

Any contractor/consultant/subcontractor/subconsultant that believes that it has been subjected to a violation under DBE-related laws, regulations or contractual requirements as a result of a RTPA discretionary action, may file a complaint with RTPA. A complaint is a written or electronic statement concerning an allegation of noncompliance that contains a request for RTPA to take some type of remedial action. Complaints must be in writing and may be filed by mail or fax, in person, or online. Immediately upon receipt, the RTPA **DBE Reconsideration Official** should determine whether the correspondence constitutes a DBE-related complaint.

The following are examples of items that should not be considered a complaint:

- (a) Anonymous correspondence;
- (b) Inquiries seeking advice or information;
- (c) Courtesy copies of correspondence or complaints filed with other agencies; and
- (d) Oral allegations (exceptions should be made for people with disabilities or who require translation assistance on request).

Correspondence that is not a complaint but nevertheless potentially involves a DBE-related compliance deficiency should be recorded by RTPA staff as an inquiry if staff believes an issue might eventually evolve into a complaint.

### B. Record and Track Complaint

A complaint (or potential complaint) should be date stamped by the receiving office immediately upon receipt. This step is important because the date that RTPA receives the complaint may affect a complainant's ability to seek redress. Once correspondence has been deemed a complaint, RTPA staff should document the appropriate information and assign a case or tracking number, and create an investigative case file to hold all documents and information pertaining to the complaint.

When recording a complaint, the following guidelines should be applied:

- (a) Each complaint should be assigned a separate number;
- (b) Complaints filed by more than one person that raise substantially identical allegations against the same recipient may be treated as one complaint and assigned one case number;

- (c) Complaints filed by more than one person against the same entity should be assigned separate case numbers if they contain different allegations;
- (d) New allegations filed by the same complainant against the same entity after the investigative process has begun should be reviewed on a case-by-case basis to determine whether the allegations should be added to the existing complaint or treated as a new complaint; and
- (e) Complaints filed by entities, such as advocacy groups, where there are multiple complainants, but one entity handling all complaints should receive one case number.

### C. Initial Considerations After Receipt of Complaint

Once RTPA concludes that correspondence is a complaint staff should determine whether the complaint is “complete” in order to proceed with complaint processing and resolution. For a complaint to be complete it should include the following information if applicable:

- (a) A written explanation of the violation(s) of DBE-related laws, regulations or contractual requirements complainant believes has occurred and that involve RTPA
- (b) Information necessary to contact the complainant (if the complaint is filed by e-mail, RTPA should request the sender’s actual name and address, if not provided)
- (c) Identification of the person(s) or group(s) injured by the alleged violation
- (d) Identification of the person(s) or organization(s) alleged to have committed the violation
- (e) Sufficient information to understand the facts that led the complainant to a violation of DBE-related laws, regulations or contractual requirements occurred and when the violation took place

RTPA may contact the complainant by telephone or e-mail to obtain missing information. In instances in which further information is needed in writing, especially when the complainant cannot be reached by telephone, staff may wish to send the individual a complaint form. However, staff should always advise the complainant that he or she is *not required* to use the complaint form to submit the complaint or additional information, but rather may choose to provide the information it asks for in some other format.

Regardless of the method of contact or at what stage in the investigation information is requested, the complainant should be informed that RTPA will close the case if the information is not provided within 30 days. RTPA may extend the deadline depending on the extent of the information request or other special circumstances. The complainant should be notified in writing of closure of the investigation.

If the complaint contains sufficient information for at least one allegation, but lacks sufficient information for other allegations, staff should attempt to obtain the missing information, as described above. Complainant should be notified in writing that allegations lacking sufficient information that is not supplied within the 30-day timeframe will be closed;

Staff should work with each complainant to ensure receipt of sufficient information to evaluate the complaint. People with disabilities and limited English proficiency, in particular, may need assistance preparing complaint materials.

If the complaint is submitted on behalf of a complainant by an attorney, RTPA staff should call the attorney for additional information or to request permission to contact the complainant directly. In addition, if it appears the complainant may be represented by an attorney (especially if the complaint states that the matter raised has been or will be filed in court), staff should ask the complainant whether he or she is represented by an attorney concerning the complaint. If so, staff should contact the attorney for permission before further contacting the complainant directly.

#### D. Determining Whether the Complaint is Timely

RTPA DBE Complaint Procedures state that complaints that arise due to a proposer/bidder being found non-responsive due to failure to provide sufficient U/DBE documentation must be filed within 10 business days, and other types of DBE-related complaints must be filed within 30 days of the last date of the alleged discrimination. The filing date of the complaint is the earlier of: (1) the postmark of the complaint or (2) the date the complaint is received by RTPA's main office.

If a complaint is not filed within these timeframes, RTPA staff the RTPA Executive Director may grant an extension under any of the following circumstances:

- (a) The complainant could not reasonably be expected to know the act was a violation within the 30-day period, and the complaint was filed within 30 days after the complainant became aware of the alleged violation;
- (b) The complainant was unable to file a complaint because of incapacitating illness or other incapacitating circumstances during the 30-day period, and the complaint was filed within 30 days after the period of incapacitation ended;
- (c) The complainant filed a complaint alleging the same discriminatory conduct within the 30-day period with another Federal, state, or local civil rights enforcement agency, and filed a complaint with RTPA within 30 days after the other agency had completed its investigation or notified the complainant that it would take no further action;
- (e) The violation is of a continuing nature.

#### E. Closing an Investigation

The RTPA reconsideration official/committee may decide to send a letter to the complainant informing him/her/it that RTPA will not proceed further with investigation or reconsideration, if one or more of the following conditions exist:

- (a) The complaint is untimely filed;

- (b) The complaint is so weak, insubstantial, or lacking in detail that it is without merit, or so replete with incoherent or unreadable statements that it, as a whole, cannot be considered to be grounded in fact;
- (c) The complainant fails to respond to repeated requests for additional information needed to process the complaint;
- (d) The complainant cannot be located after reasonable attempts;
- (e) There is no statutory or alleged basis for the complaint, or the complainant does not allege any harm with regard to current programs or statutes;
- (f) The complaint is a continuation of a pattern of previously filed complaints involving the same or similar allegations against the same recipient or other recipients that have been found factually or legally insubstantial;
- (k) The same allegations and issues of the complaint have been addressed in a recently resolved complaint or compliance review;
- (l) The complainant decides to withdraw his or her complaint. If the complaint included class allegations, the office may close out the entire complaint, pursue resolution of the class allegations, or use the information to target future compliance review activity;
- (m) Litigation has been filed raising the same allegations with the same basis(es) and issue(s) involved in the complaint;
- (n) The death of the complainant or injured party makes it impossible to investigate the allegations fully, or when the death of the complainant or injured party forecloses the possibility of relief because the complaint involved potential relief solely for the complainant or injured party;

### **3. INVESTIGATION OF COMPLAINT**

Upon receiving the complaint statement, and after acknowledging receipt of complaint statement, RTPA staff should review the complaint statement and all supporting documentation provided.

The investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues

The investigation will take the following steps (at a minimum) to arrive at a prompt resolution. The specific steps include:

- Identify the appropriate contacts and names of all persons affected by the dispute.
- Identify and review all relevant documents, practices and procedures to determine appropriate resolution, including but not limited to relevant DBE regulations, DBE program documents, solicitation, contract, etc.



- If the complaint involves a discrepancy in payment, look for supporting documentation provided by the Contractor/Subcontractor, such as invoices that conflict with RTPA records.

After deciding to proceed with investigation of the complaint, staff should notify the complainant and other parties alleged to have violated a DBE requirement that the complaint has been accepted for investigation. The notification letter to should contain the following:

- (a) RTPA understanding of the basis for the complaint;
- (b) Brief statement of the allegations;
- (c) Indication of when the parties will be contacted by RTPA;
- (e) Cautionary statement that recipients or other persons shall not intimidate, threaten, coerce, or discriminate against the complainant because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation proceeding or hearing under Title VI or any other laws or regulations related to nondiscrimination;
- (f) RTPA contact information.

If during the course of the investigation/analysis, the complainant or another involved party wishes to submit additional information concerning the dispute, RTPA staff should accept such information, so long as it is pertinent to resolving the pending issue

#### **4. DOCUMENTATION GUIDELINES**

The following guidelines should be followed for keeping records and providing information when responding to Contractor/Subcontractor disputes, questions, and all other potential claims:

- Make sure that reports and documents (such as those submitted to RTPA counsel and the USDOT) are factual and accurate.
- The communication between RTPA and Contractor/Subcontractor concerning issue in dispute should be in writing.
- Record the full name and contact information of all Contractor/Subcontractor personnel (who work for the company raising the challenge).

#### **5. RESPONSE**

After the reconsideration official/committee comes to a decision, the recommendation(s) should be put in writing and provided to the Executive Director. The Executive Director should document whether she/he sustains or rejects the recommendation(s). The RTPA response to the complainant should include the following information:

- Information considered during the RTPA investigation
- Other parties with whom RTPA consulted
- Supporting documentation (USDOT or Caltrans decisions, regulations, laws, etc.)
- Final decision and recommendations for subsequent action by involved parties

# RTPA Cost Analysis Form

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PGS

<b>Cost Analysis Summary (For New Contracts Including Letter Contracts)</b> (See Instructions Below)	
Solicitation #	Supplies And/Or Services to be Furnished
Preparer's Name, Department, Title Phone	
Division(s) and Location Where Work Is to Be Performed	Approval Signature

<b>Detail Description Of Cost Elements</b>					
1. Direct Material		Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
A. Purchased Parts					
B. Subcontracted Items					
C. Other	1. Raw Material				
	2. Standard Commercial Items				
<i>Total Direct Material</i>					
<b>2. Material Overhead (RATE % x \$ Base*)</b>					

3. Direct Labor	Estimated Hours	Rate/Hour	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
<i>Total Direct Labor</i>						

4. Labor Overhead	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
OH Rate				
x Base (labor total above)				
<i>Total Labor Overhead</i>				

5. Other Direct Costs	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
A. Special Tooling/Equipment				
<i>Total Special Tooling/Equipment</i>				
B. Travel				
1) Transportation				
2) Per Diem or Subsistence				
<i>Total Travel</i>				

Detail Description Of Cost Elements (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. Individual Consultant Services				
<i>Total Individual Consultant Services</i>				
D. Other				
<i>Total Other</i>				
<i>E. Subtotal Direct Cost and Overhead</i>				
6. General and Administrative (G&A) Rate %				
X \$ Base (Use 5. E above)				
7. Royalties (if any)				
<i>8. Subtotal Estimated Cost</i>				
9. Contract Facilities Capital and Cost of Money				
<i>10. Subtotal Estimated Cost</i>				
11. Fee or Profit				
<b>12. Total Estimated Cost and Fee or Profit</b>				
13. Discounts				
14. Option Costs (specify)				
15. Adjusted Cost				

## **ANALYSIS GUIDELINES**

### **A. DIRECT MATERIAL**

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities Included In the various tasks, orders, or contract line Items being proposed and the basis for pricing (vendor quotes, Invoice prices).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors.

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed Items that the offeror will provide, in whole or In part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

### **B. MATERIAL OVERHEAD**

Verify that this cost is not computed as part of labor overhead (Item 4) or General and Administrative (G&A) (Item 6).

### **C. DIRECT LABOR**

Analyze the hourly rate and the total hours for each individual (If known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

### **D. LABOR OVERHEAD**

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine If Government Audited rates are available.

### **E. OTHER DIRECT COSTS**

A. Special Tooling/Equipment: Analyze price and necessity of specific equipment and unit prices.

B. Travel: Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services: Analyze the proposed contemplated consulting. Compare to Independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs: Review all other direct charge costs not otherwise included in the categories described above. (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing.) Scan for duplication or omissions.

### **F. GENERAL AND ADMINISTRATIVE EXPENSE**

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

### **G. ROYALTIES**

If more than \$250, analyze the following Information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty Is payable; brief description (Including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties.

### **H. SUBTOTAL ESTIMATED COST**

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

### **I. CONTRACT FACILITIES CAPITAL AND COST OF MONEY**

Analyze the offerors' supporting calculations and compare to known standards.

### **J. SUBTOTAL ESTIMATED COST**

This is the total of all proposed costs excluding Fee or Profit.

### **K. FEE OR PROFIT**

Review the total of all proposed Fees or Profit.

### **L. TOTAL ESTIMATED COST AND FEE OR PROFIT**

Analyze the range of total estimated costs Including Fee or Profit, and explain variance to Independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

### **M. DISCOUNTS**

Review basis for Discounts and range between offers.

**PRICE ANALYSIS**

PO/Contract: \_\_\_\_\_

The evidence compiled by a cost/price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst’s conclusions are valid.

DATE: \_\_\_\_\_ PREPARED BY: \_\_\_\_\_

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- Comparison with competing suppliers’ prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)
- Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)
- Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)
- Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

**SUMMARY MATRIX**

ITEM	Proposed or Pre-Negotiated Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

Attachments: Analysis/Conclusions:

**Credit Card Charges Summary (Last four Digits of Card \_\_\_\_\_)**

Date	Est. Amt	Actual Amt	Description and Purpose	Account and Work Element

\* Each use of the card should be on a separate line.

Card Received by: \_\_\_\_\_

Date Received: \_\_\_\_\_

Project Manager Approval: \_\_\_\_\_

Executive Director Approval: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_

<b>Accounts</b>	
5300	Professional Services
5510	Communications (e.g. Postage, FedEx)
5600	Supplies
5610	Printing
5700	Travel
5800	Other Charges



## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

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**TITLE:** GASB 54 Compliant Fund Balance Policy

**DATE PREPARED:** April 5, 2016

**MEETING DATE:** April 13, 2016

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**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

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### **BACKGROUND:**

The Lake Area Planning Council's final fiscal audit report for the year ending June 30, 2015 was completed by the independent auditors, Smith and Newell, CPAs. They are located in Yuba City, California.

The 2014/15 fiscal audit report was included in a prior agenda item for approval. The summary outlined in the Auditor's Report was excellent. The Schedule of Findings and Recommendations only identified one deficiency, which was to establish a Fund Balance Policy in accordance with the Government Accounting Standards Board (GASB) Statement No. 54. The purpose of the policy is to classify how cash decisions are made as to the use of available funds. The draft policy was reviewed by our fiscal auditor as compliant.

Lake APC Staff will meet with the Executive Committee prior the Lake APC Board of Directors' meeting on April 13, 2016. If the Executive Committee determines that the policy is compliant, I will present the final version of the Fund Balance Policy to the Lake APC Board of Directors for approval.

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**ACTION REQUIRED:** Approve fund balance policy identifying and classifying fund balances in accordance with GASB No. 54.

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**ALTERNATIVES:** None identified.

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**RECOMMENDATION:** Adopt the recommended fund balance policy to formalize the process in identifying and classifying the Lake APC's fund balances in accordance with Governmental Accounting Standards Board (GASB) Board Statement No. 54.

# FUND BALANCE POLICY FOR FINANCIAL STATEMENT REPORTING

## **PURPOSE:**

To outline policies and procedures regarding provisions for identifying and classifying fund balances in accordance with Governmental Accounting Standards Board (GASB) Statement 54. This policy establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

## **BACKGROUND:**

The Governmental Accounting Standards Board (GASB) issued Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, to become effective for financial statements with periods beginning after June 15, 2010. Statement 54 is designed to improve financial reporting by establishing fund balance classifications that are easier to understand and apply. Basically, a hierarchy has been established clarifying the constraints that govern how a government entity can use amounts reported as fund balance. Statement 54 establishes the following five new fund balance classifications: Nonspendable, Restricted, Committed, Assigned and Unassigned.

## **CLASSIFICATION TYPES:**

**Nonspendable Fund Balance** includes amounts that are not in a spendable form or are legally or contractually required to be maintained intact (such as inventories, prepaid amounts).

**Restricted Fund Balance** includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers (such as creditors, grant providers, or contributors) or that are imposed by law through constitutional provisions or enabling legislation.

**Committed Fund Balance** includes amounts that can be used only for the specific purpose determined and imposed by formal action (resolution, ordinance) of the highest level of decision-making authority. The Board of Directors serves as the Council's highest level of decision-making authority and has the authority to establish, modify or rescind a fund balance commitment via minutes action. The formal action must occur prior to the end of the reporting period. The amount which will be subject to the constraint may be determined in the subsequent period.

**Assigned Fund Balance** includes amounts intended to be used by the Council for specific purposes that are neither restricted nor committed, as established either directly by the Board of Directors or by management officials to whom assignment of authority has been delegated by the Board. Assigned Fund Balance can be used to eliminate a projected budgetary deficit in the subsequent year's budget. In governmental funds, other than the General Fund, Assigned Fund Balance represents the remaining amount that is not restricted or committed.

**Unassigned Fund Balance** is the residual classification for the General Fund and includes all amounts not contained in the other classifications and that are available for any allowable purpose.

**POLICY/PROCEDURES:**

**Classification of Fund Balances**

The Board of Directors is authorized to evaluate existing fund balance classifications (designations, reserves and unreserved/undesignated) and reclassify them in accordance with GASB Statement 54 for implementation. Each year the year-end fund balances are to be determined by the Directors in accordance with the Funding Flow Assumptions.

For funds that are determined to fall within the “Committed Fund Balance and the Assigned Fund Balance” classifications, the Board of Directors shall adopt a resolution before the fiscal year-end to establish or re-establish the specified purpose for the funds.

**Funding Flow Assumptions**

This policy considers restricted amounts to be spent before unrestricted fund balance when an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within the unrestricted fund balance, committed assigned and then unassigned amounts, in that order, will be spent when an expenditure is incurred for a purpose for which amounts in any of those unrestricted fund balance classifications could be used.

	<b>GASB Classifications</b>	<b>Specifications</b>	<b>Examples</b>
<b>Restricted</b>	Nonspendable Fund Balance	Not in spendable form; legally or contractually required to be maintained intact.	Inventories Prepaid Amounts Advances to Other Funds
	Restricted Fund Balance	Constrained for a specific purpose, changed only with consent of outside party; legally enforceable; imposed by law or enabling legislation.	Grants Bond Proceeds Highway User Tax Development Impact Fees Transportation Sales Tax
<b>Unrestricted</b>	Committed Fund Balance	Established by Board for specified purpose by resolution; must be established before fiscal year-end; requires Board action to appropriate; commitment survives budget.	General Reserve Accumulated Capital Outlay
	Assigned Fund Balance	Established by Board or delegated representative; less formal (minutes, memo, budget document); may be established after fiscal year-end; may expire at any time by any action.	General Fund Transfers Encumbrances Delegated authority to amend budgets or contracts
	Unassigned Fund Balance	Residual fund balance after deducting nonspendable, restricted, committed and assigned fund balance.	Only the General Fund can report positive unassigned fund balance





## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

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**TITLE:** Regional Surface Transportation Program (RSTP)  
Administrative Procedures

**DATE PREPARED:** April 5, 2016

**MEETING DATE:** April 13, 2016

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**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

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### **BACKGROUND:**

The Regional Surface Transportation Program (RSTP) was established by California State Statute utilizing Surface Transportation Program Funds that are identified in the United States Code. This program provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital and intercity passenger projects.

California Streets and Highways Code, Section 182.6, states that the applicable metropolitan planning organization, county transportation commission, or transportation planning agency shall annually apportion the Regional Surface Transportation Program funds for projects in each county. Projects shall be nominated by cities, counties, transit operators, and other public transportation agencies through a process that directly involves local government representatives.

The attached RSTP Administrative Procedures outline the program's requirements and the information needed to maintain compliance with the conditions contained in the State Department of Transportation (Caltrans) RSTP Exchange Agreement.

The Lake APC's Executive Committee will review the draft RSTP Administrative Procedures prior to the Board of Directors meeting on April 13, 2016. If edits are recommended, I will review them prior to requesting approval by the Board of the RSTP administrative procedures.

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**ACTION REQUIRED:** Approve Administrative Procedures outlining the requirements of the Regional Surface Transportation Program (RSTP).

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**ALTERNATIVES:** None identified.

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**RECOMMENDATION:** Adopt the recommended Regional Surface Transportation Program (RSTP) Administrative Procedures formalizing the process of the requirements and distribution of RSTP Section 182.6 (g) funds.



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
www.lakeapc.org

367 North State Street, Ukiah, CA 95482  
Administration: Suite 204 ~ 707-234-3314  
Planning: Suite 206 ~ 707-263-7799

## REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)

### Section 182.6(g)

## ADMINISTRATIVE PROCEDURES

(Approved by Lake APC: April 13, 1016)

### General Information

The Lake County/City Area Planning Council (Lake APC) annually distributes the RSTP Section 182.6(g) funds to the County of Lake, and the Cities of Clearlake and Lakeport, based on a population based formula.

Prior to this annual distribution of funds, an Exchange Agreement is executed annually between Lake APC and the State Department of Transportation (Caltrans) to exchange these federal RSTP funds for state funds, thus eliminating the administrative burden of processing federal funds and federal requirements for use of the funds.

### Funding Cycle

During a normal funding cycle, Lake APC receives instructions from the State to begin the process to exchange the RSTP funds sometime during the calendar year, resulting in an executed Exchange Agreement and receipt of funds by June 30 of each fiscal year. Lake APC then notifies eligible claimants of the amount of available funding, per the formula based distribution. Funds are then distributed to the County and Cities upon compliance with administrative requirements, as explained below.

### Administrative Requirements

1. Project Lists. Each entity shall be required to submit to the Lake APC a list of eligible projects on which they expect to expend the funds, prior to funds being distributed by Lake APC. The list shall include the names of all streets and roads with potential projects, the type of project (*rehabilitation, maintenance, staff time, equipment etc.*) and, if applicable the functional classification based on the "annual maintained mileage report" prepared by each agency.
2. Agreement Compliance. The Lake APC is required to sign an annual Exchange Agreement with the State which states that Lake APC (and project sponsors) agree to comply with required conditions. Therefore, each entity shall receive a copy of the agreement and be required to sign a statement of compliance in order to receive funds.
3. Annual Report. Each entity shall be required to submit an annual report before receiving new RSTP funds each annual cycle. The report shall indicate how funds were expended or explain if funds are being carried over for a larger project. The first annual report will be due June 30, 2016. (Note: the annual report should agree with the project list submitted, otherwise provide a written explanation).

**REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)**

**Section 182.6(g)**

**ANNUAL PROJECT LIST**

(LIST ALL POTENTIAL PROJECTS)

Fiscal Year: \_\_\_\_\_

Agency: \_\_\_\_\_

<u>Type of Project</u>	<u>Street/Road</u>	<u>Functional Classification</u>	<u>Estimated Amount</u>
------------------------	--------------------	----------------------------------	-------------------------

\_\_\_\_\_  
Authorized Signature    Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Agency



**REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)**  
**Section 182.6(g)**

**ANNUAL PROGRESS REPORT**

**REPORTING PERIOD:** Fiscal Year ending 6/30/\_\_\_\_\_

Total Allocation: \$ \_\_\_\_\_

Previously Expended: \$ \_\_\_\_\_

Balance Remaining: \$ \_\_\_\_\_

Briefly describe how the RSTP funds were expended by your agency during the previous fiscal year. If expenditures do not match the previously submitted project list, please provide a written explanation.

If your agency is "reserving" the RSTP funds for a larger project than cannot be funded in a single year, please indicate below. If funds are being carried over for any other reason, please explain.

---

**1. RSTP funds were expended on the following project(s):**

<u>Type of Project</u>	<u>Street/Road</u>	<u>Functional Classification</u>	<u>Amount</u>
------------------------	--------------------	----------------------------------	---------------

---

**2. RSTP funds are being carried over as described below:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Agency



## LAKE COUNTY/CITY AREA PLANNING COUNCIL STAFF REPORT

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**TITLE:** Meetings Attended by APC Staff

**DATE PREPARED:** April 1, 2016

**MEETING DATE:** April 13, 2016

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**SUBMITTED BY:** Lisa Davey-Bates, Executive Director

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**BACKGROUND:**

Since our last Lake County/City Area Planning Council (APC) meeting packet, Administration and Planning staff has attended (or will have attended) the following statewide and local meetings on behalf of APC:

1. Lake APC, LTA & SSTAC Meetings 3/9/16  
Lakeport  
(Davey-Bates, Dow, Pedrotti, Barrett, Robertson)
2. Rural Counties Task Force (RCTF) 3/11/16  
Teleconference  
(Davey-Bates, Robertson)
3. ATP Application Workshop 3/11/16  
Teleconference  
(Davey-Bates, Dow, Robertson)
4. NEMT Update 3/14/16  
Teleconference  
(Davey-Bates)
5. Lake Transit Hub Status Meeting 3/14/16  
Teleconference  
(Robertson)
7. Regional Transportation Planning Agencies 3/16/16  
Irvine  
(Davey-Bates, Dow)
8. California Transportation Commission (CTC) 3/16 - 17/16  
Irvine  
(Davey-Bates, Dow)
9. ATP Application Meeting 3/17/16  
Lakeport/County  
(Robertson)
10. Clearlake Ad Hoc Committee Meeting 3/21/16  
Clearlake  
(Dow, Robertson)
11. TIGER Grant Webinar 3/22/16  
Webinar  
(Davey-Bates)

- |   |         |
|---|---------|
| 12. SR 29 & Hartmann Rd – Roundabout Open House<br>Middletown<br>(Dow)                                      | 3/22/16 |
| 13. Northern California State Transportation Improvement Program (STIP) Hearings<br>Sacramento<br>(Barrett) | 3/24/16 |
| 14. Pomo Road<br>Clearlake<br>(Dow)   | 3/24/16 |
| 15. ATP Grant Kick-off Meeting<br>Lakeport<br>(Robertson)   | 3/24/16 |
| 16. ATP Grant Kick-off Meeting<br>Clearlake<br>(Robertson)  | 3/29/16 |
| 17. CTC ATP Application Scoring Webinar<br>Webinar<br>(Robertson)   | 3/30/16 |
| 18. Healthy Planning Leadership Series<br>Webinar<br>(Robertson)  | 3/30/16 |
| 19. Transportation Sales Tax Poll Presentation to County Supervisors<br>Lakeport<br>(Dow, Robertson)        | 4/5/16  |
| 20. Sidewalks and Recreational Trails – Design, Evaluation and Management<br>Webinar<br>(Robertson)         | 4/7/16  |
| 21. NEMT Update<br>Teleconference<br>(Davey-Bates)  | 4/7/16  |
| 22. Executive Committee Meeting<br>Lakeport<br>(Davey-Bates, Pedrotti)                                      | 4/13/16 |

I will provide information to Board members regarding the outcome of any of these meetings as requested.

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**ACTION REQUIRED:** None.

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**ALTERNATIVES:** None identified.

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**RECOMMENDATION:** None. This is for your information only.



Status of Lake County Projects: As of April 1, 2016

PSR (Project Study Report) Projects										
#	County	Route	PM Back	PM Ahead	Program	Project Location	Type of Work	Project Cost (millions)	Status of Project	PSR Target Date
1	LAKE	20	5.84	5.84	110 Bridge Rehab	on Route 20 three miles west of Upper Lake	Bridge replacement	TBD	on schedule	June 2016
	Project Number OF490k									
	Jaime Matteoli (Project Mgr)									
2	LAKE	29	9.00	20.70	010 Safety	on Route 29 between Middletown and Lower Lake	MBGR, widening and truck climbing lane	TBD	on schedule	June 2016
	Project Number OE730K									
	J. Matteoli									
3	LAKE	29	12.78	14.35	010 Safety	near Lower Lake, .85 mi N of Spruce Grove Rd-S to .52 mi S of Hofacker Ln	shoulder widening	TBD	on schedule	June 2016
	Project Number OE720K									
	J. Matteoli									

PSR Complete & Not Yet Programmed (for Design)										
#	County	Route	PM Back	PM Ahead	Program	Project Location	Type of Work	Project Cost (millions)	Status of Project	Estimated Completion Date
1	LAKE	var	var	var	112 Bridge Rail replacement	bridges on 20, 29 & 175	Bridge rail replacement & upgrade - 5 bridges	\$4.500	PSR 4-21-15, 2016 SHOPP candidate	TBD
	Project Number OE080K									
	J. Matteoli									
2	LAKE	var	var	var	015 Safety	various on Rte 20, 29, 175	MBGR, widening & rumblestrips	\$3.500	PSR 6-19-15, 2016 SHOPP candidate	TBD
	Project Number OE850K									
	J. Matteoli									

Projects Programmed (in Design)										
#	County	Route	PM Back	PM Ahead	Program	Project Location	Type of Work	Project Cost (millions)	Status of Project	Estimated Completion Date Start of Work Date
1	LAKE	20	1.0	46.3	2014 SHOPP 151 Roadway	various locations Rte 20, 29 & 53	culvert rehabilitation	\$3.493	on schedule	Nov 2019 Start Work: May 2018 RTL: Feb 2018
	Project Number 42780									
	J. Matteoli									
2	LAKE	20	13.5	30.5	2012 SHOPP 361 Mandates	from Lucerne area east to Route 20/53	upgrade 55 curb ramps & sidewalks	\$2.500	on schedule	Aug 2018 Start Work: Aug 2016 RTL: May 2016
	Project Number OB120									
	J. Matteoli									
3	LAKE	20	31	32	2014 SHOPP 010 Safety	intersection of SR 20/53	intersection improvement	\$6.160	on schedule	RTL: Feb 2018
	Project Number OC810									
	J. Matteoli									
4	LAKE	29	0.2	0.2	119 Bridge Prevent Mt	St Helena Cr Bridge	Bridge scour-repair	\$.300	Awarded 1-21-16 to Wylotti Construction	Dec 2016 Start Work: May 2016 RTL: May 2015
	Project Number 38560									
	J. Matteoli									
5	LAKE	29	9.6	10.3	2014 SHOPP 010 Safety	Hartmann Rd/Rte 29	intersection improvement	\$6.000	on schedule	RTL: Nov 2017
	Project Number OC750									
	J. Matteoli									
6	LAKE	29	23.8	31.6	700 STIP & RIP & SHOPP	Near Lower Lake - Lake 29 Expressway	upgrade to 4-lane expressway	\$180.000	working on Env doc for complete project length	RTL: 2018
	Project Number 2981U									
	S. Cohen									
7	LAKE	29	34.17	34.5	2014 SHOPP 010 Safety	Cruikshank Rd/Rte 29	NB left-turn pocket	\$1.000	on schedule	RTL: Aug 2017
	Project Number OE640									
	J. Matteoli									
8	LAKE	29	41.42	41.42	2014 SHOPP 378 Mandates	ramps at Lakeport Blvd overcrossing	upgrade ped facilities to ADA compliance	\$0.450	on schedule	March 2018 Start Work: May 2017 RTL: Feb 2017
	Project Number OB690									
	J. Matteoli									
9	LAKE	175	24	27.5	2012 SHOPP 010 Safety	near Middletown, from Putah Cr Bridge to Dry Cr Bridge	Shoulder Widening	\$14.000	on schedule	2020 Start Work: July 2018 RTL: March 2018
	Project Number OA040									
	J. Matteoli									

Under Construction										
#	County	Route	PM Back	PM Ahead	Program	Project Location	Type of Work	Project Cost (millions)	Status of Project	Estimated Completion
1	LAKE	20	1.15	3.9	2012 SHOPP 015	near Blue Lakes, 1.1 to 3.9 miles east of Lake/Men County line	install Metal Beam Guard Rail	\$2.367	100% complete	complete Nov 24, 2015
	Project Number OA690									
	J. Matteoli									
2	LAKE	20	8.1	8.55	2012 SHOPP 010 Safety	intersection of Routes 20/29 near Upper Lake	20/29 roundabout	\$6.400	100% complete	complete Dec 2, 2015
	Project Number 48860									
	J. Matteoli									
3	LAKE	20	13.5	31.4	2012 SHOPP 121 Roadway	from Lucerne area east to Route 20/53	Capital Preventative Maint.	\$25.215	80% complete	June 2016
	Project Number OB000									
	J. Matteoli									
4	LAKE	29	34.4	40.0	121 Roadway	Cruikshank Rd (Kelseyville) north to 175 S. Lkpt	Capital preventative Maint.	\$4.200	100% complete	complete Dec 2, 2015
	Project Number OC350									
	J. Matteoli									

State Route 20 Projects
State Route 29 Projects
State Route 53 Projects
State Route 175 Projects

proj cost = construction & RW  
start work 0500  
est comp date 0600

Revised since last report.

y: Reg Plng/Status/Lake/Lake Status April 1, 2016.xlsx



# *Information Packet*



# LAKE COUNTY/CITY AREA PLANNING COUNCIL

Lisa Davey-Bates, Executive Director  
www.lakeapc.org

367 North State Street, Ukiah, CA 95482  
Administration: Suite 204 ~ 707-234-3314  
Planning: Suite 206 ~ 707-263-7799

## SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC) MEETING Draft Meeting Minutes

Wednesday March 9, 2014  
10:30 a.m.

Lake Transit Authority  
Conference Room  
9240 Highway 53  
Lower Lake, California

### Present

Ilene Dumont, Paul Branson, Wanda Gray, Tracy Thomas, Mark Wall

### Absent

Micki Dolby, Michelle Dibble, Kaye Bohren, Frank Parker

### Also Present

Dave Carstensen, Nephela Barrett, James Sookne, Jesse Robertson

### 1. Call to order

Ilene Dumont called the meeting to order at 10:40 AM.

Ilene Dumont called the meeting to order with a request for a round of introductions to the larger group, including the Lake APC Board of Directors who kept their public meeting in-progress for a joint discussion on the issue of Non-Emergency Medical Transportation in the County. Paul Branson, Mark Wall, Karl Parker, Wanda Gray, Russ Perdock, Jim Comstock, Stacey Mattina, Gina Fortino-Dickson, Martin Scheel, Chuck Leonard, Rachelle Damiata, Tracey Thomas, Jesse Robertson, and Lisa Davey-Bates gave self-introductions.

### 2. Review and Approval of December 8, 2015 SSTAC Minutes

*Paul Branson made a motion to accept the minutes from the December 8 SSTAC meeting. Wanda Gray, from Paratransit Services, seconded the motion. The motion passed on a unanimous vote.*

### 3. Roundtable Discussion on MediCal Reimbursed Non-Emergency Medical Trips (Parker)

Karl Parker gave a presentation on Non-Emergency Medical Transportation (NEMT):

- Beginning with SAFETY-LU, recommendations included 1) provisions for meaningful and communication between public transportation planning sectors and human service systems, 2) establish transportation planning requirements to focus on transportation disadvantaged populations, and, 3) development of a coordinated public transit human service transportation plan.
- In 2008, LTA adopted a human services coordinated plan, with the following recommendations
  - Fixed route transit service frequency increase and extend service hours

- NEMT recommendations to expand service for seniors
- Provide out of County medical trips
- Initiate travel training program
- Increase individualized service
- Increase mileage reimbursement rates for volunteer drivers
- 2011 NEMT Plan was developed, which included the following recommendations:
  - Expand Lake Transit service frequency and hours of coverage
  - Provide specialized medical and dental trips
  - Provide out of County medical trips
  - Expand fleet of vehicles, replace vehicles
  - Develop a pilot projects to provide more specialized transportation
  - Employ mobility management and brokerage capability to manage NEMT needs
- The 2014-15 Public Transit Human Services Coordinated Plan had the following goals:
  - To support, maintain and enhance Lake Transit services
  - Build capacity for specialized transit alternatives, to formalize the Consolidated Transportation Services Agency for Lake County
  - Establish mobility management position to develop sustainable NEMT solutions
- Lake Transit accomplished the following actions in response to these recommendations:
  - The 5310 Program for elderly and disabled people funded the purchase of seven buses
  - MOUs were signed with People Services, Alpine Senior Center, Live Oak Seniors, and Sutter hospitals
  - Mobility manager position was hired
  - Application to become a MediCal provider to receive funding for providing these services
  - Discussions to reorganize CTSA in Lake County
  - Volunteer driver program was launched, the “Valley Fire Ride Assistance Program”
  - Lake Links was branded as the CTSA for Lake County and operate the volunteer driver “Pay-Your-Pal” program
  - Statistics show that Dial-A-Ride trips provided over 10,000 medical trips in less than a two-year period (7-2014 to 2-2016)
  - Subsidized pass sales for transit, including fixed route service
  - Google Transit Tool on the LTA website helps with user trips
  - Providing assistance with semi-annual 5310 reporting for People Service, Live Oak Senior Center
  - Increased frequency of fixed route transit service for all but two routes
- Significant challenges ahead include:
  - 5310 Program for Lucerne Alpine Seniors had to be discontinued due to lack of drivers and the bus was returned to Lake Transit
  - Live Oak Seniors are struggling to fund their 5310 bus due to lack of administrative capacity
  - Potential new partners with Middletown
  - Sutter hospital changed its plans at the last minute
  - Limited engagement with the two County hospitals, the two primary medical providers
  - Funding is needed to sustain the mobility management position, the budget of which is 50% depleted
- Conditions for success:
  - Lake Transit and Lake APC is needed to assume leadership roles to implement the

- o coordinated plan
  - o Build mobility management capabilities, through the mobility coordinator, to help build partnerships for coordinated projects and to secure funding as well as to establish a Countywide “To Do” list to realize plan recommendations for mobility needs and gaps
  - o Seek interested, willing and able partners from both human services and transportation providing organizations that contributed to the plan: i.e., Champions needed!
- Public transit, flex service an DAR service, independent transportation providers and agencies that facilitate ride coordination all have a common purpose and need to find common needs in order to share resources
- Lake transit cannot meet the goals alone, providing NEMT services needs to involve all parties
- Any Lake County NEMT service structure requires meaningful participation by both public transit and the health care system, at all levels
- Unmet transit needs include:
  - o Issues communicating with hospitals and clinics locally
  - o NEMT in outlying areas—too far away from existing fixed route service to use
  - o NEMT out of County to Santa Rosa, Deer Park, Saint Helena, Napa, Willits
  - o Funding for non-profit providers needed (5310 Program)
- The strategy going forward is as follows:
  - o Engage the stakeholders and partners to meet monthly to improve communication, coordination and cooperation to understand the beneficiaries of these programs

With that, Karl’s presentation concluded.

Mark Wall clarified a few points. The reason that the CTSA is taking the lead in this effort is to make this something other than a transit-centric project. One reason for limiting LTA involvement is due to the limited amount of funding left in the budget for the mobility manager. Other stakeholders need to contribute to getting grants, operating services and so forth. National studies show a high return on investment for rural transit because in part of medical trips that if not for rural transit, may go unmet. It takes money to meet these needs. To get cooperation from the hospitals, as an example, we need our partners to buy into the bigger picture. And if we can consolidate some of our needs, maybe we can meet some of them.

Lake Transit’s priority with DAR and Flex Stops is to comply with ADA Paratransit. LTA is required to provide this by the federal government. It is a civil right to provide people with disabilities with access to public transit. There are three criteria of importance: 1). LTA must provide service between points within  $\frac{3}{4}$  of a mile from existing fixed route stops to people with disabilities; 2). Requests for service must be provided within one hour of the requested time if arrangements are made on the previous day; 3). The fare cannot exceed two times the cost of the fare charged to the public for comparable fixed route service. The maximum fare LTA can charge for a local trip is \$2.50; Uber and Lyft can’t match this price. LTA can get \$4.50 for a regional trip; or up to \$10 for an out of County trip. These fares represent between 5% and 10% to operate these trips. The money is a problem because LTA is exceeding the ADA requirement by meeting all of these other needs, but LTA is currently bound by this ADA policy.

One of the options is to try to define some of these trips as non-ADA. If a clinic calling on behalf of a disabled person schedules multiple appointments beyond next day service, LTA is exceeding ADA requirements by meeting those requests. This policy could be changed. The CTSA mentions a way to

involve the non-profits as a way to save money. Non-profits are assumed to be able to provide service more cheaply. In reality, non-profits are required to meet all the same requirements as the public transit service.

The TDA is a stable funding source for the CTSA. It allows for 5% of the Local Transportation Fund (LTF) to be allocated to the CTSA for community transportation projects. LTF is based on ¼ cent per dollar of sales in Lake County. Five percent of that amount represents one-eightieth of a cent of the sales tax collected on that dollar, which applies countywide. One eightieth of a cent represents \$60,000 annually for Lake County to meet all of these needs. Other transit systems in other counties have stopped providing ADA trips beyond what is specifically required by law. Some counties charge more for non-ADA trips. LTA has suggested this as an option. Other counties, notably Monterey/Salinas transit, adopted a transportation sales tax for specifically targets services for elderly, disabled and veteran passengers. By targeting a narrow user group and proposing to collect 1/8 of a cent, the measure passed. This could be something to be considered down the road; Mark did not want to compete with the other transportation sales tax measures that are vying for a spot on this November's ballot.

Ilene Dumont commented on her experience over the last 30 years. Fire Districts are called to make trips to medical appointments by claiming that the trips are for an emergency. The other option is to not show up for medical appointments. This is not just for out of county trips, it is for in-county trips as well. The misuse of ambulance service is an abuse of the system. People Services has a desire to help, so they try to provide these services, but not at an affordable cost. People Services is there to make sure that dialysis patients make it to their appointments the day after the holidays when other service is not available. Some of this is offered by a volunteer driver. The hospitals are needed to partner because they are responsible for ensuring that their patients get the medical attention they need.

Martin Scheel stated his support for working with the hospitals to try to find a workable solution. Paul Branson spoke from his experience when noting that the need to partner with hospitals is not new. Paul asked whether any research had resulted in finding successful programs. Wanda Gray suggested that the State legislation is responsible for the lack of cooperation. In the States of Washington and Oregon, this collaboration is required. All transportation in Oregon goes through a brokerage. In California, the funds go to the hospitals, not the transportation providers. Mark Wall noted that dialysis patients automatically qualify for Medicaid. Dialysis clinics should be able to utilize this funding to provide a service to their patients. The next step should be for the CTSA to work with these providers to see whether or not a collaborative solution can be reached. Chuck Leonard asked if funding could be utilized from the Redbud Healthcare District. Tracey Thomas has been able to receive a sizable grant from the Redbud Healthcare District to provide meals to seniors. These grant opportunities are available at the turn of each fiscal year. Gina Fortino-Dickson suggested that this could help to support the CTSA's greater need, but not supplant support needed from the hospitals. Ilene Dumont explained that the hospitals and doctors have been involved at the beginning of this process. It was only after the second contract was requested that Sutter Lakeside backed away.

Wanda Gray asked how to bring the hospitals back to the table. Wanda suggested offering ways to help bring down costs, such as offering to schedule more riders per trip. Tracey Thomas said that transportation was the least of the concerns of the seniors at her center. She and her staff already spend all day every day taking care of providing basic needs for members of her community and taking on new leadership roles is not likely.

Ilene Dumont introduced the question: is the next step to head back out to our partners to bring them to the table? Are we setting up a committee with the SSTACC to do that? Karl Parker replied all of the above. Next month we are going to hold a meeting with the hospitals, the dialysis clinics the stakeholders and partners identified in the last coordinated plan. We also have some specific committee work to look at the structure of the CTSA and to form the CTSA. Martin Scheel asked to be notified of the meeting once invitations are sent. Lisa Davey-Bates assured that the SSTAC and the APC Board would all be notified.

Mark Wall asked about the approach that should be taken to induce stakeholders to participate. He noted that Lake Transit typically provides over 600 medical trips rides per month and provides passes for 53 organizations for NEMT purposes. Mark suggested providing a financial incentive for the stakeholders to participate in a discussion about raising fees. Martin Scheel expressed his support for the approach as a way to get people to the table. Ilene Dumont suggested that some conversations should take place with some of the major players first. Lisa Davey-Bates suggested keeping the tone cooperative, and not making it seem like a punitive action.

The Lake APC Board adjourned at 11:59 A.M.

The SSTAC resumed their discussion with a question from Ilene Dumont about how much money the CTSA expects to generate through partnerships. Wanda Gray indicated that Sutter Lakeside had set aside \$60,000 for this project, originally. These numbers were based on explicit rates per trip. While the hospital was waiting for the attorneys to review the contract, the hospital used taxi script as a temporary measure to provide rides and found that the demand for rides didn't appear to be high enough to justify entering into the proposed agreement with LTA.

A discussion about the role of transportation as a function of hospital performance led to an identification of the perception of coercion by hospitals to capture transit-dependent populations and limit choices for seeking service from other providers. Lisa Davey-Bates envisioned a community-wide CTSA account that was jointly funded by a number of care providers which would absolve the hospitals and clinics of any appearance of coercion. The CTSA needs to understand the sensitivities and motivations of the hospitals to arrive at potential solutions for crafting a NEMT program.

Ilene Dumont called for the SSTAC to do some homework before taking this forward. Discussions from previous meetings suggested holding CTSA meeting monthly, rather than limiting progress to the quarterly meetings that are held by the SSTAC. The meetings would be expanded to include stakeholders as the focus of the CTSA evolves and is prepared to deal with external issues. Stakeholders with the greatest roles will become candidates for the CTSA Board of Directors.

Paul Branson announced that Micki Dolby has promoted with the County Department of Social Services and has asked Paul Branson to represent their perspective. The Department of Social Services is requesting to have someone with expertise on MediCal come speak to them to better understand the issues. Lisa offered to help organize the CTSA working group and organizing the initial meetings as a first step in making LTA just another participant in the process. Ilene recommended conducting one-on-one conversations with the major stakeholders as a way to help prepare for a dialogue among a large group and to get a sense from the individual players as to what their perception of the problem is and what they think the solutions may be. A fact finding mission is needed.

Karl Parker played devil's advocate and asked 'what would our course of action be if the care

providers didn't see any concerns?' Ilene Dumont offered that if the care providers can't see an issue with the status quo, People Services could stop providing the services that the currently provide to the care providers. The care providers are currently receiving benefits that they do not have to pay for and do not have to provide. Paul Branson noted that the care providers need to be presented with the data so that they understand the issues. These issues have not been made clear to them. Karl relayed a statement made to him previously by Mark Wall, that Lake Transit doesn't get anything out of providing this service. Lake Transit is subsidizing NEMT trips at the expense of other services and other needs. Building that case is what is needed. Ilene Dumont identified the next steps: 1) the assembly of a committee, 2) developing a strategy for proceeding, 3) initiating conversations with stakeholders.

**4. Update on Lake Transit Authority (LTA) meetings (Wall)**

No update provided.

**5. Update on Lake Transit projects and grants**

Mark Wall noted that LTA has received a lot of money from Grant. In 2015-16, LTA's adopted overall operating budget is \$2.7 million. Federal grants, particularly those that don't require a local match, make up a large portion of the LTA budget. Lake Transit currently has two 5311(f) grants worth \$300,000 each. Another 5311 grant, worth \$364,000, amounts to a total of \$964,000 from discretionary federal sources. Left over operating assistance has helped to support the CTSA effort but it will be going away. Almost \$1 million is coming from federal grants, which is more than a third of the operating budget. Most rural counties receive nothing like the amount of discretionary funding that LTA receives. The capital side is entirely grant funded. No local funding is used for buying buses. This year, Caltrans is encouraging LTA to apply for another 5311 grant to provide service to Cache Creek, which is one of the unmet needs. LTA will also be applying for 5311(f) funds for the purchase of buses, which will amount to a request for about \$1.5 million just for that program. Mark Wall is concerned that the State or federal government may at some point decide that LTA is getting too big of a share of these federal funds.

The only routes that aren't funded by these intercity routes are the City of Clearlake Routes, Route 8 in Lakeport, and routes 2 to Cobb and 4-A to Soda Bay. One of Mark's concerns is that Caltrans has offered Toll Credits for initiating new service, which means that LTA doesn't have to pay for a local match. Without toll credits, LTA would have to spend about \$280,000 and only get \$320,000. In subsequent years, you don't have to reapply, just state that is a continuing grant and we'll send you your \$320,000. The service was initiated because it had no local match, but we can't continue to operate this service if we have to pay the local match because we can't afford it. This route benefits populations outside the county and doesn't provide as much benefit to the locals. Mark threatened to discontinue the service if Toll Credits would no longer be available. Caltrans' response was to suggest reapplying as if it was a new service. When asked what would happen if the application for new service wasn't awarded, Caltrans suggested submitting back-up applications for the existing service. So LTA applies every year as if it is a new project. And every year LTA also submits back-up applications. So Mark now has to submit 8 applications for federal 5311 grants every year for Lake County; this year by April 15. Other agencies have been catching on to the exploitation of Toll Credits and Mark is concerned about Caltrans' continuing ability to rely on this source of funding. Without this, reductions in service will be necessary.

A grant application for a Zero-Emission Bus was submitted at the end of January. An announcement is expected anytime. The grant would pay 75% of the cost of four new electric battery buses.



6. **Update on Human Services Transportation Programs**

No new updates on Human Transportation Programs were offered.

7. **Discussion of Issues and/or Concerns of the Members of the SSTAC**

Paul Branson asked Karl about the Pay Your Pal Program. Paul has a referral for the program and wanted to know if the service was running yet. Karl requested that Paul wait to make any referrals until April 1<sup>st</sup>.

8. **Public Input**

There was no public input.

9. **Next Proposed Meeting**

The next APC meeting will be on Tuesday, May 10, 2016. Ilene requested to have a reminder for the next meeting sent out immediately.

Lisa Davey-Bates asked if the intent of the next SSTAC was to involve a bigger stakeholder event. Ilene Dumont recommended not involving stakeholders until the CTSA has a chance to meet and do some pre-planning. Mark Wall requested to be included on the call to be part of the work group. Lisa recommended including the fire districts in the call as well, which Ilene supported. The fire districts rely to some extent on providing emergency trips although Wanda stated that despite receiving funding or reimbursements for some of the trips provided, which helps support their program, not all trips provided are wanted. Working with the fire districts is another task needed to determine where resources can or need to be shifted. Karl Parker suggested the possibility of a brokered service to help refer resources. Sonoma Access was given as an example.

10. **Adjourn Meeting**

Meeting adjourned at 12:49 p.m.

Respectfully Submitted

(Draft)

Jesse Robertson