

Independent Cost Estimate

Contract Type: _____

Date of Estimate: _____

Description of Goods / Service: _____

Method of Obtaining the Estimate:

I have obtained the following estimate from....

- Published Price List / Past pricing (date)_____
- Engineering or technical estimate
- Independent Third Party estimate
- Other (specify)_____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$_____. Details are shown below.

Cost of Standard Items

Product	Cost (\$/ea)	Cost (\$/ea)	Notes / Data Source
	Delivered	No Freight	
A			

Cost of Services, Repairs, or Non-Standard Items

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total
B							

Signature of Preparer:

The preceding cost estimate was obtained or prepared by: _____

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

Responsibility Determination Form

Bid/RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
2. Ability to meet the delivery schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
3. Satisfactory period of performance	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
4. Satisfactory record of integrity, not on debarred or suspended listings	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____
5. Receipt of all necessary data from supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____

Fair and Reasonable Price Determination

FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

- Found reasonable on recent purchase.
- Obtained from current price list.
- Obtained from current catalog.
- Commercial market sales price from advertisements.
- Similar in related industry.
- Personal knowledge of item procured.
- Regulated rate (utility).
- Other.

Comments:

Copy of purchase order, quotes, catalog page, price list, etc. is attached.

Purchasing Agent

Date

SOW Template

Statement of Work Title: [Type text]

1.0 Project Background

- Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.
- Short statement of the problem to be resolved
- Expected project duration
- Transit Agency organizational units and/or key individuals involved in managing the project
- Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on _____ and requires
supplier/contractor assistance in the:

c) The completion of this work will help Transit Agency:

Statement of Work Title: [Type text]

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Alternative solutions or implementation strategies evaluated

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b) Transit Agency is attempting to complete a project on _____ and requires
supplier/contractor assistance in the:

c) The completion of this work will help Transit Agency:

2.1 Results

Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.

2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.

2.3 Business Processes Impacted

Review major changes in the way work will be conducted once the project is complete (if any).

2.4 Customers / End Users Impacted

Identify the specific individuals or groups whose work will be most affected during and after the project's execution.

3.0 Applicable Documents

List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.

List any publications, manuals, and regulations that the supplier / contractor must abide by:

a) [Type text]

b) [Type text]

c) [Type text]

Definitions and Acronyms:

4.0 Summary of Requirements

These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.

List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:

1) Review...

2) Analyze...

3) Repair...

4) Install...

5) Construct...

All tasks should have quantifiable or observable results.

5.0 Schedule and Deliverables

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

6.0 Quality Assurance Plan

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a) All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW.

a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.

c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.

d) Specific quality requirements for this contract are as follows:

1) On time delivery= [Type text]

2) Acceptable quality = [Type text]

3) Responsiveness = [Type text]

4) Service Level = [Type text]

Sole Source Justification Form

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

Check one:

_____ The item is available only from a single source (sole source justification is attached).

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

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

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

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

Comments:

_____ Independent Estimate and Cost Analysis are attached.

Purchasing Agent

Senior Manager

Date

Date

Cost Analysis Form

COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts) (See Instructions below)	
SOLICITATION #	SUPPLIES AND/OR SERVICES TO BE FURNISHED
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE	
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	APPROVAL SIGNATURE

DETAIL DESCRIPTION OF COST ELEMENTS						
1. DIRECT MATERIAL A. PURCHASED PARTS B. SUBCONTRACTED ITEMS C. OTHER - (1) RAW MATERIAL (2) STANDARD COMMERCIAL ITEMS <i>TOTAL DIRECT MATERIAL</i> 2. MATERIAL OVERHEAD (RATE % x \$ BASE *)			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
3. DIRECT LABOR	ESTIMATED HOURS	RATE/HOUR	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
<i>TOTAL DIRECT LABOR</i>						
4. LABOR OVERHEAD OH Rate X BASE (labor total above) <i>TOTAL LABOR OVERHEAD</i>			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
5. OTHER DIRECT COSTS A. SPECIAL TOOLING/EQUIPMENT <i>TOTAL SPECIAL TOOLING/EQUIPMENT</i> B. TRAVEL (1) TRANSPORTATION (2) PER DIEM OR SUBSISTENCE <i>TOTAL TRAVEL</i>			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance

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				
12.TOTAL ESTIMATED COST AND FEE OR PROFIT				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

ANALYSIS GUIDELINES

1. 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, etc.).

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.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. 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.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. 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.

6. 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.

7. 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,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. 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.

13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

Price Analysis

PO / Contract: _____

The evidence compiled by a 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.

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 Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

DATE: _____

PREPARED BY: _____

Attachments:

Procurement Summary

PROCUREMENT MEMORANDUM

Date: _____ Completed by: _____
PO / Contract No. _____
Source of Funding: _____

Method of Procurement

Micro Purchase: _____ Competitive RFP: _____ Competitive Bid: _____
Small Purchase: _____ A&E Services: _____ Sole Source: _____

Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____
Rationale for contract type: _____

Reason for Contractor selection or rejection: _____ Lowest responsive, responsible bidder: _____
Evaluation results were: _____

Basis for Contract Price:

Accepted contractor's proposed pricing: _____
Negotiated Price (attached memorandum) _____
Other: _____

Cost / Price Analysis:

The price offered by the supplier was within ____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$ _____
Pricing discrepancies between the offers was attributed to _____
Other sources/data used to affirm price reasonableness were _____
-

Summary of Responsibility and Responsiveness Checks

Award Date of contract award: _____
Board Approval (Attach Meeting Minutes): _____

Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

Procurement Decision Matrix

Micro-purchase

Amount < \$3,000
Multiple Sources

Competitive Procurement

Amount > \$3,000

Multiple Sources

Not an Emergency

Small Purchase

Amount < \$100,000

Complete and Adequate Specification or Description

Two or more quotes available

Sealed Bid (IFBs)

Complete and Adequate Specification or Description

Two or more responsible bidders willing to compete

Selection can be made on the basis of price alone

Firm Fixed Price Contract

No discussion with bidders required after receipt of bids

Competitive Proposals (RFPs)

Complete Specifications Not Feasible

Bidder Input Needed

Two or more responsible bidders willing to compete

Discussion needed with bidders after proposals

Fixed price can be set after discussions **OR**

Sole Source

Approved by FTA

OEM, Custom Item **OR**

Only One Source **OR**

Competition Inadequate after Solicitation **OR**

Emergency/Public Exigency

Type of Contract

Fixed price

Firm fixed unit prices

Cost plus fixed fee

Time and materials

Blanket purchase order

Indefinite Delivery

Indefinite Quantity (IDIQ)

Change Order Review Checklist

Date				
Contract Number				
Contractor				
Contract Title				
Reviewer				
New Contract Total				
Change Order Number				
Dollar Value Increase				
Length of Time Extension Granted				
New Performance Period End Date				
Change Order Checklist	INCLUDED		N/A	Comment
1. In-House Estimate Prepared				
2. Project Manager Approval				
3. AWO Scope Meeting Held				
3a. Scope of Change Adequate for Bidding				
4. Contractor Proposal Includes Impact Costs, Price				
5. Cost Analysis Conducted				
5a. If Price > 10% of ICE, Evidence of MTA President Approval				
6. Negotiation Memorandum				
7. Written Record of Change				
7a. Signed Change Order in File				
8. Evidence of Board Approval Prior Initiation of Changed Work				
9. Notice to Proceed in file				
10. Work Authorized within Contract Scope				
11. No Evidence of Arbitrary Action				
Other Comment				

Piggybacking Checklist

Definition: *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.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"*

APPENDIX B.3

LIQUIDATED DAMAGES CHECK LIST			
BART PROJECT NO. _____ CONTRACT TITLE: _____			
ESTIMATED CONTRACT VALUE: General _____ Mechanical _____ Electrical _____ Other _____			
Item	Project Manager's Determination		If Applicable, Dollar Amount
	Applicable	Non-Applicable	
1. Costs reflecting the relative importance of completion of this contract to the completion of other directly associated activities, e.g., if a \$10 million dollar substation is being procured and requires construction of a building, the cost to BART of delays upon the completion of the building on the substation procurement should be considered.			
2. Rental costs for each day of facilities and equipment necessitated by the delays in contract completion.			
3. Cost(s) for additional maintenance required on equipment or structures being replaced for each day of delay in completion of the project.			
4. Additional operating costs to BART for each day of delay in completion, including but not limited to cashier, operator and supervisory costs resulting from contract completion delays. Costs of route detours or substitution of one transit mode for another shall be considered.			
5. Loss of revenue to BART's operations for each day due to delay in contract completion.			
6. Any other damages for each day of delay in completion which BART may anticipate, e.g., is there a high potential for delay of one prime contract with resulting costs to BART for the other prime contracts.			
7. Estimated costs of inspection.			
8. Actual damages (Project Manager to indicate whether actual types of damages should be excluded from the calculations).			

SIGNED _____
PROJECT MANAGER

Contract Clause Matrix

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

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

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

Name of Bidder

Contract/Invitation/Request Number: _____
Date Last Updated: April, 2014

PRE-AWARD COMPLIANCE CERTIFICATIONS

(In compliance with the federal requirements of 49 U.S.C. section 5323(m))

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by 49 CFR 663(b), the _____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The _____ (the recipient) has reviewed the documentation provided by the manufacturer, which lists: (1) proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost as a percentage; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR 663(b), the _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR 663(d), the _____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____ (the manufacturer's) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR 571.

Name of Committee/Recipient

(Signature of Representative)

(Date of Signature)

(Type or Print Name & Title of Representative)

Contract/Invitation/Request Number: _____
Date Last Updated: April, 2014

Name of Bidder _____

POST-DELIVERY COMPLIANCE CERTIFICATIONS
(In compliance with the federal requirements of 49 U.S.C. section 5323(m))

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by 49 CFR 663(c), the _____ (the recipient) certifies that it is satisfied that the buses received, _____ (description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The _____ (the recipient) has reviewed the documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR 663(d), the _____ (the recipient) certifies that it received, at the post-delivery stage, a copy of _____ (the manufacturer's) self-certification information stating that the buses, _____ (description of buses), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR 571.

Name of Committee/Recipient

(Signature of Representative)

(Date of Signature)

(Type or Print Name & Title of Representative)

Contract/Invitation/Request Number: _____
Date Last Updated: April, 2014

Name of Bidder _____

**POST-DELIVERY PURCHASER'S REQUIREMENT
(ON-SITE INSPECTION REPORT) CERTIFICATION**

(In compliance with the federal requirements of 49 U.S.C. section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR 663(c), the _____ (the recipient) certifies that a resident inspector, _____ (name of inspector not an agent or employee of the manufacturer), was at _____ (the manufacturer's) manufacturing site during the period of manufacture of the buses, _____ (description of buses). The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas <200,000 in population)

As required by 49 CFR 663(c), the _____ (the recipient) certifies that a resident inspector, _____ (name of inspector not an agent or employee of the manufacturer), was at _____ (the manufacturer's) manufacturing site during the period of manufacture of the buses, _____ (description of buses). The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Name of Bidder/Company Name

(Signature of Representative)

(Date of Signature)

(Type or Print Name & Title of Representative)

(Signature of Notary & Seal)

Subrecipient Monitoring Check List

GRANT MONITORING GUIDELINES		Date Report Completed:		FTA Grant Number:	
Project Name:		Subrecipient Name			
Project Description:		Capital/Operating/Mobility Management			
Project Duration:		Date Sub-Recipient Agreement Executed:			
Topic Area	Yes	No	N/A	Recommendations/Comments	
A. Program Operation					
1. Is the project progressing on schedule?					
2. Is the project functioning as described in agreement?					
3. Has there been a change in Primary Contacts?					
4. Do Progress Reports describe project activities?					
5. Is data provided to support project goals/outcomes"?					
6. Is compliance with required training documented?					
7. Is sub-recipient involved in lobbying activities?					
8. Have all <i>Special Conditions</i> of the agreement been met?					
9. Is there evidence of a change in project scope?					
B. Budget					
1. Will Project Meet Budget Time Frame? If not, why?					
2. Have Budget Adjustments Been Needed?					
3. Do expenses have supporting documentation?					
C. Personnel					
1. Are there Job Descriptions for ALL Grant-funded Positions?					
2. Are Time Sheets Maintained For ALL Grant Employees?					
D. Travel					
1. Is Travel Documented by date, distance, locations, purpose & rates?					
2. Is mileage reimbursement paid at the State rate or less?					
E. Supplies/Operating Expenses					
1. Have these been purchased according to budget?					

F. Equipment				
1. Has approved equipment been purchased?				
2. Was competitive bidding used to obtain equipment?				
3. Is equipment being used appropriately?				
4. Does grantee have current property control record on file?				
5. Does agency have physical inventory control procedures?				
6. Does agency have a maintenance program in place?				
G. Reports				
1. Are ALL required reports on file with Palm Tran?				
-- Financial Report				
-- Progress Report				
-- Annual Progress Report				
H. Professional and Contractual Services				
1. Have all contracts been received PRIOR execution And approval?				
2. Does Contract outline work to be performed and does it comply with program objectives?				
3. Was copy of RFP & list of bidders provided?				
4. Was competitive bidding used to obtain contract(s)?				
5. If Sole Source used, is approval on file?				
6. Is "Contractor" making regular & accurate billing?				
I. Federal Regulations				
1. Does sub-recipient have a Title VI Program in place?				
2. Agency has a policy on how to handle discrimination complaints from employees and agency beneficiaries.				
3. Have there been any discrimination complaints within the past 3 years?				
4. Is sub-recipient suspended/debarred from participation?				
5. Does sub-recipient maintain a drug-free workplace?				
6. Are DBE requirements included in documents?				
7. Are Vehicles ADA Compliant?				
J. Specific Issues				
1.				
K. SUMMARY INFORMATION				