

# **Heavy Duty Bus Toolkit**

## *Purchasing Vehicles from a State Schedule*

Wisconsin Department of Transportation

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The Wisconsin Department of Transportation (WisDOT) has established a state schedule to provide an option for Wisconsin transit agencies to purchase heavy duty transit buses. WisDOT was responsible for establishing the original schedule using a full and open competitive solicitation process and will perform ongoing contract administration duties.

Subrecipients, through the Wisconsin Department of Transportation (WisDOT), may order vehicles directly from the approved contractors from the WisDOT state schedule after following *all* of the necessary steps in this toolkit.

Direct recipients of Federal Transit Administration (FTA) funding may order vehicles directly from the approved contractors from the WisDOT state schedule and must report directly to FTA.

- 1.0 Scope. This toolkit may be used for purchasing from a state schedule when the award will be made on the basis of factors *other* than price and price-related factors (i.e., price alone is not determinative, such as when technical or past performance considerations play a dominant role in source selection and supersede price).

The toolkit *must* be used in accordance with the provided appendices.

- 2.0 Purpose. This toolkit provides subrecipients with procedures applicable to purchasing vehicles from a state schedule in order to:

- a. Save time – Reduce administrative costs by promoting the use of common procedures;
- b. Attain the product of best value that meets the needs of subrecipients – Supports “full and open” competition for all contract requirements;
- c. Promote efficiency and economy in purchasing; and
- d. Help ensure compliance with FTA Circular 4220.1 requirements (as amended) applicable to third party contracts funded, in whole or in part, by the FTA.

- 3.0 Definitions. The terms used throughout this toolkit are defined as follows:

“Authorized individual” means a person who has been granted authority, in accordance with local procedures, to buy supplies and services using proper contracting procedures.

“Best Value” describes a competitive, negotiated procurement process in which the subrecipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a subrecipient 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 the subrecipient believes offers the best value.

The term “best value” also means the expected outcome of an acquisition that, in the subrecipient’s estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public

transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the subrecipient.

While FTA does not mandate any specific evaluation factors, the subrecipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.

This definition is intended neither to limit nor to dictate qualitative measures a subrecipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program. (FTA Circular 4220.1F)

“Brand Name” means the name of a product or service that is limited to the product or service produced or controlled by one private entity or by a closed group of private entities. Brand names may include trademarks, manufacturer names, or model names or numbers that are associated with only one manufacturer.

“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, in effect, the contractor is required to perform very different work from that described in the original contract.

“Catalog price” means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public.

“Commercial item” means any item, other than real property, that is of a type customarily used by the general public and which has been sold, leased, or licensed to the general public or which has been offered for sale, lease, or license to the general public. This includes installation services, maintenance services, repair services, training services, and other services if such services are procured for the support of a commercial item and the potential source provides similar services to the general public.

“Cost analysis” is the element-by-element examination of the estimated or actual cost of contract performance to determine the probable cost to the vendor. The goal is to form an opinion on whether the proposed costs are in line with what reasonably economical and efficient performance should cost. Some of the cost elements examined for necessity and reasonableness are materials costs, labor costs, equipment, overhead, and profit. The end result of a cost analysis should always be a determination that the price is “fair and reasonable.”

“Designated recipient” is an entity designated by the chief executive officer of a state, responsible local official, or publicly owned operators of public transportation to receive and apportion grant funds made available by Congress and FTA.

“Direct recipient” is any public agency authorized to receive program funds directly from FTA.

“Fair and reasonable” is a pricing concept that can be described as *the price that a prudent businessperson would pay for an item or service under competitive market conditions, given a reasonable knowledge of the marketplace.*<sup>1</sup> A “fair and reasonable” pricing determination must be made for every procurement that uses FTA funds.

“Formal solicitation” refers to two very different procurement methodologies--sealed bid or negotiated proposal. In the first, competitive price quotes are obtained from suppliers by sealed bids (Invitation for Bid (IFB)), with public notice given by advertising the solicitation. Bids are publicly opened and recorded, evaluated strictly against the IFB specifications, and awarded based on the lowest responsive price. In the second, sealed proposals are obtained from suppliers (Request for Proposal (RFP)) to provide a solution to a problem or desired outcome, with public notice given by advertising. Proposals are evaluated, negotiated, and awarded based on price as well as other weighted factors.

“Full and open competition” means that all responsible sources are permitted to compete.

“Geographic preference” refers to statutorily or administratively imposed in-state or local geographical preferences applied to local contractors in the evaluation and award of contracts. Except when contracting for architectural engineering services, the FTA prohibits the practice of such geographic preference.<sup>2</sup>

“Independent cost estimate (ICE)” means an estimate of the anticipated cost or price to be paid for an item, service, or project that is developed by an entity or entities not associated with the item, service, or project to be procured.

To be considered “independent,” the estimate cannot be developed by any potential source, supplier, or provider of the item, service, or project. However, it is acceptable to have an “independent” third party develop the estimate for the purchasing activity as long as that party has no interest in bidding or offering on the procurement.

For more complex procurements, the ICE represents the documented result of a practical and unbiased analysis, assessment, and quantification of all costs and risks associated with a particular procurement. The ICE must be based upon the procurement’s technical specifications. Irrespective of the procurement’s complexity, the ICE serves as an essential tool for conducting the subsequent required cost or price analysis.

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Past performance” means an offeror’s or contractor’s performance on active and physically completed contracts

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<sup>1</sup> FTA Circular 4220.1F clearly establishes the requirement for a subrecipient to determine a price to be “fair and reasonable” before purchase orders are placed or contracts awarded.

<sup>2</sup> FTA C 4220.1F, VI, 2a, (4) (g).

“Premium” is the difference between the price of the lowest priced proposal and the one that the subrecipient believes offers the best value.

“Price analysis” is the process of examining and evaluating a proposed price without evaluating its separate cost elements and profit/fee. The end result of a price analysis should always be a determination that the price is “fair and reasonable.”

“Procurement” refers to a range of activities related to purchasing goods, services, and construction. It is a process that typically begins with the specification, proceeds through solicitation and award, and ends with receipt, acceptance, and payment.

“Purchase order” means an offer by a subrecipient to buy supplies or services (including construction) under specified terms and conditions.

“Qualified source” or “qualified supplier” means a supplier who has the abilities, qualities, attributes, etc., necessary to perform the work required or furnish the items or services solicited.

“Responsible” refers to a set of tangible characteristics that would make an apparent low offeror eligible for award.

“Salient characteristics” means those qualities of an item that are essential to ensure that the intended use of the item can be satisfactorily realized. The term is used in connection with a “brand name or equal” purchase description.

“Solicitation” means any request to submit offers or quotations to the subrecipient. Solicitations under sealed bid procedures are called “Invitations for Bids.” Solicitations under negotiated procedures are called “Requests for Proposals.”

“Statement of Requirements” means an explanation of the requirements of the purchase that clearly and accurately describe the product or service of the agency.

“State schedule” means an arrangement that a state or local government has established with multiple vendors in which those vendors agree to provide essentially an option to the state or local government, and its subordinate government entities and others it might include in its programs, to acquire specific property or services in the future at established prices.

“Subrecipient” means a Wisconsin entity, such as a local government, Indian tribe, or non-profit, that expends FTA grant funds received from WisDOT to carry out a program.

“Super Circular” means 2 CFR parts 200 and 1201, effective December 26, 2014. The Super Circular replaces the old Common Grant Rule, 49 CFR parts 18 and 19 and consolidates eight existing grant-related circulars into one set of uniform regulations located in Title 2 of the CFR. 2 CFR Part 200 contains certain notable changes to FTA grants management. The Super Circular increases the simplified acquisition threshold to \$150,000 (per CFR 200.88) to bring it in alignment with the Federal Acquisition Regulation (FAR). This new threshold applies to procurements funded by grants issued on or after December 26, 2014.

#### 4.0 WisDOT Involvement in the Purchasing Process.

As the designated recipient of FTA grant funds, WisDOT must ensure that subrecipients adhere to and comply with Federal procurement requirements delineated in FTA Circular C 4220.1 (as amended). In order to qualify for maximum reimbursement, all requirements for contract services that will be made by subrecipients with FTA funds must follow appropriate procurement and purchasing procedures.

As such, WisDOT requires subrecipients to:

- a. Make the appropriate WisDOT Program Manager aware of its intent to purchase a vehicle from the state schedule before the purchase is initiated.
- b. Work with the appropriate WisDOT Program Manager or WisDOT Procurement Manager to ensure proper steps are followed throughout the purchasing process.
- c. Submit clear and complete documentation to WisDOT:
  - i. Electronically (via email) to help facilitate timely WisDOT review throughout the purchasing process.
  - ii. Before the subrecipient issues a purchase order for the vehicle.

**NOTE:** Direct recipients to FTA may order vehicles directly from the approved contractors from the WisDOT state schedule. Direct recipients report directly to FTA and are responsible for the purchase and contract administration of its procured vehicles per FTA Circular C 4220.1 (as amended).

#### 5.0 Principles. During the conduct of purchasing from the state schedule, authorized individuals must:

- a. Comply with all applicable local and WisDOT standards of conduct restricting the solicitation or acceptance of gifts, gratuities, favors, or anything of monetary value from contractors or potential contractors. This restriction also applies to any individuals with technical evaluation responsibilities.
- b. Ensure and document that vehicle and options requirements are based on local data and need.
- c. Develop an independent cost estimate on required items.
- d. Adhere to all of the following steps listed in this toolkit and obtain the appropriate local and WisDOT approvals **before submitting a purchase order to the vendor.**

#### 6.0 Procedures.

##### 6.1 *Procurement File Checklist – Appendix A*

Use this checklist as a guide for completing the documentation required to maintain a compliant procurement file.

6.2 *Maintain a Written History of Procurement – Appendix B*

Complete the *Written History of Procurement* template **Appendix B** with a “record of the procurement history,” including the analysis performed of the state schedule for compliance with FTA policies, and how you arrived at your determination that the price being paid is fair and reasonable.

6.3 *Develop a Statement of Requirements- Appendix C.*

A *Statement of Requirements* must be developed to clearly and accurately describe the product or service needs of the agency, including bus type and optional bus equipment. **Appendix C**, *Statement of Requirements*, provides the statement outline template.

Elements to consider and/or include:

- a. The statement must be tied to documented local needs and data, elements that are most important to the recipient, and must be consistent with applicable Federal laws and regulations.
  - i. Factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.
    - Technical requirements should be described in terms of “functions to be performed or performance required”, including the range of acceptable characteristics of minimum acceptable standards.
- b. A description of the qualitative nature of the material, product, or service to be procured and, when necessary, the minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the subrecipient’s intended use.
- c. Brand names should **not** be used to describe the technical requirements. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named brand must be clearly stated.

6.4 *Develop Independent Cost Estimates (ICE) – Appendix D.*

An *Independent Cost Estimate* (ICE) must be developed for *each item* to be purchased. The ICE will facilitate the ability to perform the cost or price analysis



required for every procurement action.<sup>3</sup> **Appendix D**, *Independent Cost Estimate*, provides a format that can be used for developing and documenting the required cost estimate.

- a. Even though *Independent Cost Estimates* were completed on buses and optional bus equipment prior to the posting of the original solicitation regarding this statewide schedule, subrecipients may **not** use the pricing from the state schedule to develop an *Independent Cost Estimate* (ICE).

Subrecipients should use additional sources to develop *Independent Cost Estimates*.

- b. If prepared with sufficient detail and reliability, the estimate alone may be sufficient to determine whether the quoted price is “fair and reasonable.”
- c. Sources of independent cost estimates can also include:
  - i. Past pricing from recent contracts, adjusted for levels of service or inflation if appropriate (identifying the specific contracts);

*Note:*

- *For comparative pricing purposes, there is no requirement to limit comparisons to FTA-compliant contracts. For example, if the same or similar item has been purchased by a municipal police or public works department, it is acceptable to use those prices as long as the sources are properly identified and adjusted to reflect inflation, etc.*
- *“Recent,” as used in this context, means within the last year or two. Prices older than 1-2 years may be out-of-date and will need to be adjusted by the appropriate Producer Price Index (PPI) to reflect current market conditions.*
- *Estimates should be made current by utilizing the current U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI), category 1413 Truck and Bus Bodies.*

- ii. Estimates developed by in-house engineering or technical personnel; and
- iii. Estimates developed by independent third-party firms.

#### 6.5 Review and evaluate Vehicle and Optional Equipment Pricing – **Appendix E**.

The Super Circular (2 CFR parts 200 and 1201) requires the subrecipient to perform a cost or price analysis in connection with every procurement action.

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<sup>3</sup> FTA Circular C 4220.1F, VI, 6.

FTA expects a subrecipient using a price published on a state schedule to consider whether the schedule price is reasonable.

- a. **Appendix E** provides a template for documenting the pricing review and evaluation and an example of how the review should be conducted and documented.
  - i. Determine a basis for “price reasonableness” based on using price/cost analysis techniques: evaluating and comparing factors in addition to cost or price.
    - The subrecipient should base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.
  - ii. Conduct a technical and price evaluation using the needs and requirements expressed in the *Statement of Requirements Appendix C*.
  - iii. Evaluate the lowest priced vehicle including all of the optional equipment listed on the state schedule. If this vehicle meets agency needs as listed in the *Statement of Requirements Appendix C*, then document reasoning and proceed to **Appendix F** and complete *Cost/Price Analysis and Price Reasonableness*.
  - iv. If, after evaluation of the lowest priced vehicle, it is determined to not meet agency needs as listed in the *Statement of Requirements*, the next lowest priced vehicle on the state schedule is evaluated. Documentation must be provided as to why the vehicle does or does not meet the needs listed in the *Statement of Requirements*,
  - v. Continue in this manner of review, evaluation, and documentation from lowest to highest priced vehicle until requirements are met.
    - If a product is bought that is other than the lowest offered price for that product under the state schedule, the procurement file must document why the higher priced product must be purchased. The documentation must represent “best value” as determined by meeting the needs and requirements as expressed in the *Statement of Requirements*.
    - The procurement file should also include documentation that the state schedule was awarded with full and open competition and was not subject to geographical preferences.

#### 6.6 *Conduct and Document Final Cost or Price Analysis – Appendix F*

It is federal policy to contract for supplies and services at fair and reasonable prices. FTA Circular C 4220.1 (as amended) clearly establishes the requirement for a subrecipient to determine a price to be “fair and reasonable” before purchase orders are placed or contracts awarded.

As such, cost or price analysis must be conducted as part of the evaluation of vehicle and optional equipment pricing. **Appendix F** provides a sample format for documenting the price analysis and the determination of price reasonableness.

- a. After reviewing vehicle and optional equipment pricing (lowest to highest or most required) and before requesting WisDOT approval to purchase, the subrecipient must determine “price reasonableness” of the offered price. When conducting price analysis to determine price reasonableness, the end result of the price analysis should always be a determination that the price is “fair and reasonable”.
- b. When conducting cost or price analysis, it is important to:
  - i. Develop and examine data from multiple sources which will help prove or suggest that the proposed price is fair.
    - If a product is selected from the state schedule that is priced higher than other items of the same nature on the state schedule, the subrecipient must document the reasons for requiring the higher priced product.
  - ii. Determine when multiple data consistently indicate that a given price represents a good value for the money.
  - iii. Document the data sufficiently to convince a third party reviewer that the conclusions are valid.
- c. The Federal Acquisition Regulation (FAR) discusses several price analysis techniques by which a proposed price for a particular procurement can be determined to be “fair and reasonable.”<sup>4</sup> These techniques can be used singly or, if quoted prices vary significantly between offerors, used in combination with each other to help explain any significant price variances. The techniques are briefly described below:
  - i. Comparison of proposed prices received. Normally, adequate price competition establishes price reasonableness. This is the most commonly used technique, as the majority of procurement actions attract two or more offers that are competing independently for the award.
  - ii. Comparison with previously proposed or awarded prices. This comparison must be for recent awards for the same or similar items. In addition, both the validity of the comparison and the reasonableness of the previous price(s) must be established and documented in the determination.

*Note:*

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<sup>4</sup> FAR 15.404-1(b)(2).

- *For comparative pricing purposes, there is no requirement to limit comparisons to FTA-compliant contracts. For example, if the same or similar item has been purchased by a municipal police or public works department, it is acceptable to use those prices as long as the sources are properly identified and adjusted to reflect inflation, etc.)*
  - *“Recent,” as used in this context, means within the last year or two. Prices older than 1-2 years may be stale and will need to be adjusted by the appropriate Producer or Consumer Price Index to reflect current market conditions.)*
- iii. Comparison with competitive published catalogs or price lists. This comparison may be hard-copy or Internet-based and include published market prices of commodities, similar indexes, and discount or rebate arrangements.
  - iv. Comparison with independent cost estimates. See Section 6.4, above.
  - v. Comparison with prices obtained through market research for the same or similar items. This includes prices for standard commercial items sold in substantial quantities on the open market to the general public. For example, trade journals, newspapers, and economic indexes can provide useful comparative information.
  - vi. Analysis of pricing information provided by the offeror. This “catch-all” category includes information that does not fall into the other categories and may include verifiable sales information for like or similar items sold to the supplier’s other customers.
- d. When price or cost analysis is complete, create a file documenting the results. Provide copies of appropriate backup material to support the analysis.

## 6.7 Complete the Purchase Order

- a. The WisDOT preferred method for making a vehicle purchase, is for the subrecipient to issue a written purchase order. When sent to a supplier, the purchase order acts as the subrecipient’s offer to buy at the prices and under the terms and conditions stated in the order. When received, accepted and signed by the supplier, the purchase order becomes an agreement having the same force and effect as a formal contract.
  - i. **Bilateral Purchase Orders.** For heavy duty bus purchases, it is desirable to know immediately whether the supplier has accepted the purchase order. For example, written acceptance may be desirable when the time of delivery or performance is critical, when the subrecipient has

experienced problems with the supplier in the past, or when the contract is for services.

1. A bilateral (two party) purchase order becomes a formal contract when both parties have signed the order.
  2. The subrecipient sends the purchase order to the supplier requesting that the supplier sign and return a copy of the order or provides any other form of written notification indicating receipt and acceptance.
  3. When both parties have signed the purchase order, it should be submitted to WisDOT for contract administration purposes.
- b. Purchase Terms and Conditions. The applicable terms and conditions, including all required Federal clauses (**Appendix I**), must be stated on or included with the subrecipient's purchase order document, unless as otherwise directed by WisDOT. Subrecipients must notify Suppliers that the subrecipient's terms and conditions govern the purchase order.
- i. If a supplier acknowledges a purchase order with additional qualifying terms such as "prices subject to change prior to delivery" or "prepayment required," deal with it promptly. Such an acknowledgement is a counteroffer and entitles the agency to cancel the order outright or return the counteroffer as unacceptable and attempt to negotiate acceptance of the governing terms.
  - ii. If the terms of the counteroffer are acceptable, and do not conflict with the standard terms and conditions, the counteroffer may be accepted. If there is any question as to the acceptance of the supplier's terms and conditions, contact WisDOT for advice. If prompt action is not taken, the agency may be held to have accepted the supplier's terms.
- c. Impermissible Actions. A subrecipient may not use Federal assistance to finance:
- i. Cardinal changes. A cardinal change is a significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons."
    - 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.

#### 6.8 *Obtain WisDOT Written Approval to Proceed with the Purchase.*

WisDOT must approve all federally funded purchases before a subrecipient may place an order. As such, subrecipients must work collaboratively with WisDOT to ensure full compliance with this toolkit. Subrecipients are required to document evidence that supports their recommendation and decision to make a purchase from the state schedule. Failure to do so may result in FTA pulling their financial interest in the purchase.

Allow a minimum of ten (10) calendar days for the WisDOT Procurement Manager to review and approve the total purchasing package. This review, along with the subrecipient's own review, will help detect and correct discrepancies or ambiguities that could delay ordering the vehicle. The package must, at a minimum, include:

- a. Procurement File Checklist;
- b. Statement of Requirements with supporting documentation;
- c. Independent Cost Estimate for vehicle and each option;
- d. Pricing Review documentation;
- e. Cost, Price and Reasonableness Analysis;
- f. Written History of Procurement;
- g. Draft Copy of Purchase Order.

#### 6.9 *Finalize the contract with vendor.*

Subrecipients must proceed through the listed steps to finalize the contract with the vendor.

- a. Following WisDOT's approval of the draft purchase order, subrecipients should forward the purchase order to the vendor for signature.

- b. Vendor should return the signed purchase order to the subrecipient for final review and approval by WisDOT.
- c. Upon written approval from WisDOT, the subrecipient may sign the purchase order and finalize the contract with the vendor.

#### 6.10 *Complete the Transit Vehicle Award Report*

Direct FTA recipients are required to submit, within 30 days of making an award, the name of the successful transit vehicle manufacturer and the total dollar value of the contract (49 CFR 26.49) using the FTA Transit Vehicle Award Report form. The FTA report form and instructions can be found at:

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>

Print a copy of the completed form and include it in the procurement file.

Subrecipients must contact WisDOT to assist with the completion and submission of the Transit Vehicle Award Report form. Completed forms are to be kept in the procurement file.

#### 6.11 *Complete the Resident Inspector Report (if applicable) – Appendix H*

The subrecipient is responsible for ensuring vehicles comply with contract specifications. As such, a Resident Inspector (subrecipient representative) is required to visit the manufacturer's final assembly facility during the manufacturing period for purchases of ten (10) or more buses. **Appendix H** provides a template to assist subrecipients verify the vehicles meet the contract specifications.

The intent of the regulation is to help subrecipients ensure that the vehicles will comply with contract specifications. It is not meant to require that a resident inspector remain "full-time" at the "manufacturer's site throughout the period of manufacture." Although this may be recommended for some vehicle procurements, the resident inspector requirement may be fulfilled through the use of periodic visits. For buses produced by multiple manufacturers, the Resident Inspector is only required to visit the final stage manufacturer's facility.

The *Inspector Report* must: (1) provide accurate records of all construction activities and (2) summarize how the construction and operation of the vehicles meet (or do not meet) the terms of the contract.

#### 6.12 *Complete the Delivery Documents – Appendix G*

The subrecipient must follow the guidelines in **Appendix G** - Vehicle Delivery Documents for Heavy Duty Buses which includes the reimbursement process.

#### 6.13 *Ensure completeness of the Procurement File Checklist – Appendix A*

The subrecipient must document the procurement file. At a minimum, the Procurement File must contain or address *all* the items listed below:

- a. Written History of Procurement;
- b. Statement of Requirements;
- c. Independent Cost Estimate (ICE) and any supporting documents such as historical contract or operating data;
- d. The solicitation mailing or source list, annotated with the date the RFP and any amendments were distributed, and the solicitation closing date;
- e. All price reviewing-related documents including but not limited to: evaluation summary sheets (including price), basis for the award, etc.
- f. Price or cost analysis (as appropriate) including any supporting documents and a written determination that the price offered by the apparent successful offeror is “fair and reasonable;”
- g. Any additional supporting documents;
- h. As applicable, a funded Purchase Request with an appropriate description or specification;
- i. Evidence of any required approvals (e.g., local and WisDOT); and
- j. After approval, a copy of the written and signed purchase order with the Federal Clauses (Appendix I) attached.
- k. A copy of the completed Transit Vehicle Award Report form.
- l. After vehicle delivery, all required delivery documents, including Buy America certification and audit report. (Appendix G – Vehicle Delivery Documents for Heavy Duty Buses)