PROCUREMENT PROCEDURES

I. INTRODUCTION.

A. Metro 4/SESARM and their member agencies are committed to wise and careful stewardship of awarded grant funds and any other funds the organizations may receive.

B. These Procurement Procedures and associated Procurement Policies guide all procurement activities supported with federal grant funds. They ensure compliance with individual financial assistance agreements with the U.S. Environmental Protection Agency (EPA) and with Title 2, Part 200 of the Code of Federal Regulations (CFR), commonly known as the Uniform Grant Guidance (UGG).

C. Metro 4/SESARM shall not incur costs to be paid with grant funds unless they are reasonable, allocable, allowable, and necessary, as those terms are defined in 2 CFR 200 Subpart E—Cost Principles.

D. Metro 4/SESARM expenditures consist of costs for office administration, equipment, supplies, personnel services, meetings, workshops, training courses, and technical air quality analyses. These and other expenditures are detailed in approved grant workplans. All procurements shall have as their sole purpose support of the functions, operations, and services of Metro 4/SESARM.

E. These Procurement Procedures are consistent with the Clean Air Act, federal grant regulations and guidance, and EPA policies and guidance. Should it be determined through any operational, financial, or legal analysis that these procedures are inadequate, necessary modifications will be made in a timely manner. These procedures shall remain in force and effect unless and until further official modifications are made.

II. GENERAL PROVISIONS.

A. Leasing—Metro 4/SESARM shall evaluate the feasibility of leasing versus purchasing equipment and office automation devices when such procurements are necessary, selecting the most cost-effective alternative, with consideration of any extenuating circumstances.

B. Contracting—Metro 4/SESARM shall use contract services in situations where special expertise and knowledge are required, there are no Metro 4/SESARM staff resources available to do the work, a member agency cannot provide in-kind services, and it is not cost-effective or feasible to hire permanent staff and purchase supporting equipment and services to do the work.

C. Authorization to Sign Contracts—Only the Metro 4 President, SESARM Chair, or Metro 4/SESARM Executive Director, or their designee, shall have the authority to sign a contract on behalf of Metro 4/SESARM.

D. Contractor Qualifications—Metro 4/SESARM shall award contracts only to contractors that have the financial resources, technical qualifications, experience, organization, and facilities needed to carry out the project; that can meet the completion schedule; and that have a satisfactory performance record.

E. Unauthorized Persons—Metro 4/SESARM shall not be bound by the actions of any unauthorized person who provides direction to a contractor. Individuals who make financial commitments on behalf of Metro 4/SESARM without proper authority do so at their personal risk.

F. Procurement Segmentation—Procurements shall not be segmented into smaller amounts for the purpose of avoiding more stringent procurement procedures that the cumulative cost would trigger.

G. Provision of Procurement Documentation to EPA—Metro 4/SESARM shall, upon request, make available to EPA pre-award review and procurement documents as well as post-award documents.

H. Provision of Project Reports to EPA—Metro 4/SESARM shall provide to EPA all required reports and copies of all required deliverables in accordance with the grant under which the contract is being funded.

I. Procurement at a Glance Reference Table—The Metro 4/SESARM Executive Director, or their designee, shall create and maintain a Procurement at a Glance Reference Table to act as a guide to these procedures and to document the currently applicable thresholds for micro-purchases and simplified acquisitions.

III. INFORMAL PROCUREMENT PROCESS.

A. A cost and price analysis is the review and evaluation of the cost of goods and/or services to determine that they are allowable. Metro 4/SESARM shall conduct cost and price analyses for informal procurements using the following process.

B. Micro-Purchase Process (less than or equal to the micro-purchase threshold).

1. The Executive Director shall approve the initiation and completion of micro-purchases.

2. Metro 4/SESARM shall make diligent efforts to identify and procure competitively priced and cost-effective items, subject to consideration of resources necessary to make analysis of purchase options. Soliciting competitive price or rate quotations is

not required if (a) the price is reasonable based on research, experience, purchase history or other information; and (b) documentation is maintained to support the conclusion.

3. Metro 4/SESARM representatives shall monitor item costs available from various vendors and make practical purchases that serve the specified need, are of adequate quality, have reasonable and competitive costs, and can be procured within the needed timeframe.

4. Purchases must be equitably distributed among suppliers to the extent practicable, taking Disadvantaged Business Enterprise (DBE) considerations into account (see Section XI.), and the price is reasonable.

5. Metro 4/SESARM shall utilize available purchase credits, refund credits, membership credits, and discount coupons to offset purchase costs.

6. Metro 4/SESARM shall not be expected to exhaustively search for minor savings. However, as potential costs increase towards the micro-purchase threshold, more attention should be given to researching prices from multiple vendors.

7. Metro 4/SESARM will have ongoing knowledge of the marketplace and will practice good stewardship of organization funds by purchasing needed items in practical quantities at the lowest practical cost.

8. Procurement of professional services that are micro-purchases may be memorialized by a contract or other written document including a letter of agreement. Services necessitating detailed conditions or having complex deliverables shall require development and execution of a contract.

9. Procurement of computer software and hardware, office automation devices, supplies, and other miscellaneous items does not require a contract, letter of agreement, or other written document.

C. Simplified Acquisition Process (greater than the micro-purchase threshold, but equal to or less than the simplified acquisition threshold).

1. The Executive Director shall approve the initiation and completion of simplified acquisitions. Approval from the Metro 4 and SESARM Boards of Directors shall be obtained prior to initiating simplified acquisitions in excess of $50,000.

2. Metro 4/SESARM must conduct price searches or obtain rate quotations from at least three qualified sources. Metro 4/SESARM may develop and use a checklist to assist with documenting the cost and price analyses, or it may prepare such analyses in narrative form. Selection of the lowest priced item or service is not required if the

product or service does not meet the requirements or if demonstration that the higher priced offer is the best value, and the decision is documented.

3. Metro 4/SESARM shall also include in its analysis of costs and prices, as applicable, previous purchase costs for the same or similar goods and services, published price lists, any evidence of federal procurement of similar services from the same or different vendors, preliminary cost estimates, comparisons of estimates with actual prices, and a final analysis of the reasonableness, allocability, and allowability of the proposed purchase.

4. Metro 4/SESARM shall evaluate salary rates to ensure that federal requirements are met. Certain consultant salaries are limited to no more than specified pay scale levels in the federal senior executive series. Such salaries do not include fringe benefits, travel costs, and other overhead.

5. Procurement of professional services that are simplified acquisitions may be memorialized by a contract or other written document including a letter of agreement. Procurement of professional services that are simplified acquisitions in excess of $50,000 shall require development and execution of a contract. Services necessitating detailed conditions or having complex deliverables shall require development and execution of a contract.

6. Contractor selection shall follow the sole source contracts process in Section VII.B.1. or the simplified acquisition request for proposals (RFPs) process in Section VII.B.2.

IV. FORMAL PROCUREMENT PROCESS.

A. The formal procurement process is applicable to any purchase of goods and/or services exceeding the simplified acquisition threshold. Metro 4/SESARM shall conduct cost and price analyses for formal procurements using the following process.

B. The Executive Director shall ensure that adequate funding is available at the Federal Treasury in the form of a grant award before initiating a formal procurement process.

C. Approval from the Metro 4 and SESARM Boards of Directors shall be obtained prior to initiating a formal procurement process.

D. Approval from the Metro 4 and SESARM Boards of Directors shall be obtained for all sealed bids or RFPs that are part of a formal procurement process, except where the Boards have delegated the approval process to the Executive Director and any associated project team assisting in developing the sealed bids or RFPs and overseeing the project.

E. Proposal Review and Contractor Selection (PRCS) Committee for formal procurements.

1. The Executive Director shall select membership of a PRCS Committee during the period between release of sealed bids or RFPs and the expiration date of the bid submittal period. Each PRCS Committee member shall be an employee of a member agency with an interest in the project topic and outcomes. Each PRCS Committee member shall be capable of filing a certification form (see Section X.I.) indicating no conflict of interest related to the project and bidders.

2. The PRCS Committee shall be representative of appropriate agencies and disciplines needed to ensure that proposals and contracts are consistent with project goals and objectives.

3. The Executive Director shall assist the PRCS Committee in creating a bid or proposal review plan including a scoring worksheet. The PRCS Committee shall follow the review plan without substantive deviations.

4. The Executive Director and the PRCS Committee shall collaborate on the development of a cost and price analysis to determine the acceptability of the highest scoring proposal, consistent with federal grant requirements for procurements.

5. The PRCS Committee shall reach a consensus-driven decision on a recommendation for a contractor to conduct the project work, the goal being that the decision is deemed acceptable to all Metro 4 and SESARM representatives or that there is no substantial disagreement.

6. The Executive Director shall convey the PRCS Committee recommendation to the Metro 4 and SESARM Boards of Directors.

F. Parties excluded from formal procurements.

1. Metro 4/SESARM shall enter into a contract only after first having obtained a certification that the proposed contractor is not excluded (debarred or suspended) from participating in contracts supported with federal funds.

2. Metro 4/SESARM shall require the submittal of a certification regarding debarment and suspension as part of the bid process.

3. Metro 4/SESARM shall evaluate the validity of the certification by reviewing the Entity Exclusion Records maintained at the following federal government web page or a succeeding future web page: https://sam.gov/entity-information.

4. Receipt of a properly executed certification regarding debarment and suspension, and verification that the potential contractor is not on the search results as an

excluded entity at the web site above, shall establish authority to proceed with contract execution, subject to other requirements of the procurement process.

5. Metro 4/SESARM shall maintain a copy of the required certification regarding debarment and suspension and any other related documentation in the official project file.

G. Contractor selection shall follow the solicitation of bids from a list of pre-qualified contractors process in Section VII.B.3. or the full competitive process in Section VII.B.4.

H. Formal procurements shall require development and execution of a contract.

V. PROCUREMENT DUTIES.

A. The Metro 4 and SESARM Boards of Directors shall retain final authority over all Metro 4/SESARM procurement and contract matters and shall convene meetings for the purpose of addressing procurement and contract matters, consistent with their respective bylaws.

B. Metro 4 and SESARM Boards of Directors procurement duties may include, but are not limited to, the following:

1. Authorizing expenditures adequate to cover projected contract expenses;

2. Granting authority to initiate project planning and issue RFPs;

3. Reviewing and acting upon recommendations from a PRCS Committee;

4. Making a decision on a project contract award in the event that a PRCS Committee is not able to reach consensus on a recommendation;

5. Monitoring project progress and issuing directives relative to project progress, project scope, and adjustments to project costs; and

6. Authorizing termination of contracts for cause or without cause, prior to the original planned contract end-date.

C. Metro 4/SESARM Executive Director procurement duties shall include, but are not limited to, the following:

1. Metro 4/SESARM administrative office operations;

2. Office administration procurements;

3. Development and maintenance of an adequate Quality Management Plan;

4. Event support including meeting, workshop, and training support procurements;

5. Project management, including but not limited to:

    a. Project design and development of bids or RFPs;

    b. Proposal review and contractor selection;

    c. Contract development, execution, and management;

    d. Project Work Plan development;

    e. Quality Assurance Project Plan (QAPP) development, when applicable;

    f. Project budget management including oversight of expenditures as authorized by the Metro 4 and SESARM Boards of Directors;

    g. Auditing of invoices for acceptability prior to payment;

    h. Prompt addressing of project complications including any contractor deficiencies; and

    i. Regular project status communications with the Metro 4 and SESARM Boards of Directors.

6. Serving as an administrative liaison between the Metro 4 and SESARM Boards of Directors, member agency staff, and other Metro 4/SESARM representatives including vendors;

7. Ensuring that appropriate financial and technical records are maintained for all significant office administration, event, and project activities; and

8. Submittal of all required reports to applicable recipients.

9. Creating and maintaining the Procurement at a Glance Reference Table.

D. The Metro 4 and SESARM Treasurers shall assist the Executive Director, as necessary, in management of Metro 4/SESARM funds in accordance with the Metro 4 and SESARM bylaws, these Procurement Procedures and associated Policies, and all grant recipient requirements. The primary procurement duties of the Metro 4 and SESARM Treasurers shall be to advise and assist the Executive Director, as necessary, to:

1. Validate the availability of adequate project funds prior to entering into a contract;

2. Ensure delivery of work products within the project budget cap;

3. Make arrangements for necessary project funds to be in the checking account in a timely manner for payment of project invoices; and

4. Accomplish prompt and proper payment of all vouchers and invoices.

E. Contract Officer.

1. The Contract Officer is the individual responsible for representing a contract party in the oversight and management of a contract. The Metro 4/SESARM Contract Officer shall be the primary contact with the contractor and shall be responsible for tracking progress of the contractor and ensuring compliance with all contract provisions.

2. The Contract Officer may be the Metro 4/SESARM Executive Director, a Metro 4/SESARM staff person, a member agency staff person, or a contractor.

3. An Alternate Contract Officer may be designated to act in the absence of the Contract Officer.

4. The Contract Officer, in consultation with the Executive Director, when different individuals hold these positions, shall oversee a contract throughout the contract term.

5. The Contract Officer shall maintain frequent contact with the contractor to monitor progress and to ensure that the project remains on schedule, on task, and within budget.

6. The Contract Officer shall be the first point of contact when project questions and disputes arise.

7. All technical direction to the contractor shall be provided through the Contract Officer to the extent that the Contract Officer is available to provide such direction. This will help to ensure that conflicting directions and priorities are not given to the contractor.

8. Although the Contract Officer is responsible for management of the contract and has direct contact with the contractor, deliverables shall be reviewed and accepted by the appropriate project work group, coordinating committee, and/or other Metro 4/SESARM member agency staff.

9. The Contract Officer shall have the authority to perform the following, and other necessary, project tasks, some or all of which may be in collaboration with the Executive Director and a project work group:

    a. Coordinate a team of technical staff who will provide technical input and review of project tasks;

b. Coordinate preparation of a project contract;

c. Provide general direction to a contractor;

d. Coordinate preparation of a project work plan including identification of all necessary tasks and deliverables;

e. Accept deliverables, assign review responsibilities, coordinate reviews, and produce feedback to contractors on behalf of Metro 4/SESARM regarding work assignments, deliverables, and contract performance and compliance;

f. Modify contract terms and conditions through executed amendments, after seeking and receiving approval from the Metro 4 and SESARM Boards of Directors for major changes in project scope and/or increases in total project costs;

g. Monitor contractor performance from both a technical and financial standpoint, using the contract, work plan, QAPP, and other associated documents as guides;

h. Review contractor progress reports including adherence to the project timeline and identify and take action to address any project complications;

i. Review the accuracy of invoices before payment; and

j. Ensure that all project deliverables and other project documentation are archived and maintained in the project files in a timely manner and for prescribed periods of time.

F. Coordinating Committee.

1. Created, if needed, for any Metro 4/SESARM project;

2. Serve to support project needs including the design and implementation of a project plan and associated contract(s);

3. Regularly interface with the Executive Director, the Metro 4 and SESARM Boards of Directors, and any project work groups supporting a project;

4. Provide direction to any project work groups supporting a project; and

5. Review, accept where applicable, and forward for approval to the Metro 4 and SESARM Boards of Directors any project work group recommendations requiring Board approval.

G. Project Work Group.

1. A project work group is an organized group of technical and administrative staff representing Metro 4 and SESARM and responsible for overseeing day-to-day operations within a specific technical project

2. The need for project work groups shall be determined by the participating member agencies in consultation with the Executive Director and shall be established and staffed to oversee critical technical areas of each technical project.

3. Project work groups shall represent the various agencies involved in a project, with members of a project work group selected based on their experience in specific disciplines required to oversee the project in a thorough and sound manner.

4. A project work group shall have the authority to:

    a. Participate in recommendations of a Contract Officer;

    b. Participate in the selection of a PRCS Committee;

    c. Provide guidance to the Contract Officer, the PRCS Committee, contractors, and agency staff working on a specific project on all facets of a project from initial guidance document development through review of final deliverables; and

    d. Provide feedback within the project organizational hierarchy regarding contractor performance, project outcomes, solutions to any identified problems, and suggested policies for use of information gained from a technical project.

VI. CONTRACT TYPES AND CONTENT.

A. The most common contract types that may be used by Metro 4/SESARM are described below.

1. Fixed-Price Contracts.

    a. Under fixed-price contracts, the contractor furnishes goods or services for a fixed-price, and assumes significant risk. Profit is not typically stated or negotiated separately.

    b. Fixed-price contracts are used when there will likely be effective competition based on a complete product description and clear plans and specifications. Metro 4/SESARM must use fixed price contracts in sealed bid situations. However, Metro 4/SESARM may use fixed price contracts in other situations as well, provided there are no significant technical or engineering unknowns.

    c. Advantages to the contractor for this type of contract include the potential for higher contractor profits, less control by Metro 4/SESARM, and fewer

administrative costs. Disadvantages to the contractor include assumption of greater financial and technical risks, and the need for more vigilance to initiate and adjust approaches to minimize extra contractor costs.

d. Advantages to Metro 4/SESARM for this type of contract include the fact that the contractor bears risk of performance and the risk is fixed and limited. The primary disadvantage to Metro 4/SESARM is that it has reduced capability to modify the approach to project direction without creating and executing contract amendments.

2. Cost-Reimbursable Contracts.

a. Cost-reimbursable contracts are used when it is not feasible to award a fixed-price contract.

b. The contractor's cost and profit are typically negotiated separately. The contractor satisfactorily completes only the amount of work equivalent to the estimated cost to qualify for the negotiated profit; the contractor may not complete the entire project.

c. The contractor assumes less risk than under a fixed-price contract. Metro 4/SESARM may negotiate a cost-reimbursable contract that includes a ceiling that may not be exceeded but requires completion of the work. The risk to the contractor is increased.

3. Time-and-Materials Contracts.

a. Time-and-materials contracts are used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to Metro 4/SESARM is the sum of the actual cost of materials plus the direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

b. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Each contract must set a ceiling price that the contractor exceeds at its own risk. Metro 4/SESARM must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

B. Metro 4/SESARM shall determine the type of contract to be used based on the nature of the project, the tasks to be performed, the goal of minimizing oversight resources, and the necessity to ensure successful completion of the project.

C. All Metro 4/SESARM contracts shall include the following major elements:

1. Contract title and number;
2. Parties to the contract;
3. Contract type and management expectations;
4. Contractor obligations including tasks and subtasks as well as progress, task, and project reporting;
5. Metro 4/SESARM obligations;
6. Contract costs by task and overall;
7. Project schedule including task and subtask deliverables and contract expiration date;
8. General terms and conditions including, but not limited to:
    a. Compliance requirement for all contract parties including subcontractors;
    b. Compliance with federal requirements;
    c. Scope of the agreement;
    d. Contract headings;
    e. Non-effect of waiver;
    f. Execution process;
    g. Amendment process;
    h. Notices;
    i. Contractor staff description;
    j. Contractor representations;
    k. Services;
    l. Agreement nature and limitations;
    m. Confidential business information;
    n. Records access;

o. Ownership of results;

p. Publication procedures;

q. Liability;

r. Breach of contract;

s. Attorney fees;

t. Force majeure;

u. Disadvantaged business enterprise obligations;

v. Severability; and

w. Other federally-mandated contract provisions.

9. Signatures and dates.

VII. CONTRACTOR SELECTION PROCESS.

A. The contractor procurement goal of Metro 4 and SESARM is to conduct a fair and equitable contractor selection process for each necessary project contract that is awarded, taking into consideration the nature of the project and the unique factors that may favor one potential contractor over others.

B. Metro 4 and SESARM have four options for procuring contract services. These are sole source contracts, simplified acquisition RFPs, solicitation of bids from a list of pre-qualified contractors, and the full competitive process.

1. Sole source contracts (noncompetitive procurement).

a. Noncompetitive procurement via a sole source contract may only be used if one of the following circumstances applies:

i. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

ii. The procurement transaction can only be fulfilled by a single source;

iii. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

iv. A written request is made to use a noncompetitive procurement method and EPA provides written approval; or

v. After soliciting several sources, competition is determined inadequate.

b. For a contract produced from a sole source process, Metro 4/SESARM shall maintain records documenting the basis for limiting the scope of the solicitation for bids.

2. Simplified acquisition RFPs.

a. Metro 4/SESARM shall post simplified acquisition RFPs on its web site. The due date for proposals shall be at least two weeks from the date of posting.

b. Metro 4/SESARM may also send email notice of the posting of simplified acquisition RFPs to all prospective bidders who have requested to be notified of bid opportunities and for whom current contact information is available or who have provided similar services to Metro 4/SESARM or another multijurisdictional organization in the past.

c. Metro 4/SESARM may award multiple contracts in response to a single RFP, if multiple qualified vendors submit comparable costs and there is a need for more services than can be provided by a single vendor (i.e., to support multiple or overlapping training events).

d. The RFP should contain the project purpose, goals, and objectives; any technical considerations and expectations; key project tasks; reporting requirements; deliverables; and milestones. The RFP language may clarify flexibilities that allow expansion of the original scope of the contract during or at the end of the contract consistent with the intent of the project. Where applicable, the RFP language should indicate that Metro 4/SESARM intends to award one or more contracts in response to the RFP.

e. The Executive Director or delegate will develop and post the RFP, review proposals, make the contractor selection, and document the decision.

3. Solicitation of bids from a list of pre-qualified contractors.

a. Solicitation of bids from qualified contractors involves using a list of at least three pre-qualified persons or firms for specific technical work.

b. Metro 4/SESARM, after approval of the Metro 4 and SESARM Boards of Directors and necessary consultation with any associated project work group, coordinating committee, the contract officer, and/or the Executive Director, may request technical proposals from all or the most qualified contractor candidates after ranking them according to specific pre-set evaluation criteria.

c. The PRCS Committee shall then evaluate bids and recommend selection of the best-qualified proposal based on predetermined evaluation criteria including technical capabilities, the cost proposal, and the project budget.

d. The PRCS Committee shall provide its recommendation to any associated project work group and coordinating committee with these entities, in turn, evaluating the recommendation, making a determination, and providing a final recommendation to the Executive Director and/or the Board(s) of Directors for final approval.

e. The Executive Director or Metro 4 and SESARM Boards of Directors, as appropriate, shall make the final decision on whether to award the contract, seek modifications to the contract, seek new bids, or not proceed with the project.

f. Metro 4/SESARM is not restricted to selecting the least cost bid if other critical project factors and needs dictate selection of another bid, provided that proper analysis and justification are documented and the procurement meets all requirements for federally-funded projects.

g. For a contract offered only to a list of prequalified persons or firms, Metro 4/SESARM shall maintain records documenting the basis for limiting the scope of the solicitation for bids.

4. Full competitive process.

The full competitive process provides open and free competition. It also requires the longest lead-time. As a general rule, Metro 4/SESARM should plan a start-work date at least six months from the initiation of the full competitive process to allow adequate planning, bid preparation, proposal consideration, contractor selection, and contract execution. To avoid any appearance of bias or unfairness, these steps should be consistently followed.

a. Notice of Intent to Seek Bids

A notice of intent to seek bids for specific goods and/or services should be posted, where possible, to the Metro 4/SESARM web site in advance of the expected posting date of an RFP.

b. Development of RFPs.

i. A Metro 4/SESARM RFP shall be developed by a Metro 4/SESARM technical team including, as appropriate, the Executive Director, administrative staff, the prospective Contract Officer, and representatives of member agencies

with adequate expertise to provide value to the project planning exercise individually and/or as part of a project work group and/or coordinating committee.

ii. An RFP shall contain all key Metro 4/SESARM project expectations including, but not limited to, the conflict of interest disclosure policy; the requirement for submitting a certification regarding suspension and debarment; project purpose, goals, and objectives; technical considerations and expectations; project tasks; reporting requirements; deliverables; milestones; billing instructions; and general proposal review and acceptance criteria.

iii. RFP language may clarify flexibilities that allow expansion of the original scope of the contract during or at the end of the contract consistent with the intent of the project.

iv. An RFP may, in some instances, also include the dollar amount budgeted for the contract in situations where Metro 4/SESARM does not intend to allow the contract to exceed a specific dollar amount, though, in most cases, providing the contract budget during the bidding process may result in bids being closer to the budgeted amount.

v. An RFP for consulting services shall not specify any individual who must conduct any portion of the project work unless Metro 4/SESARM is willing to accept the possibility that a portion of the salary of such an individual may not be chargeable to the grant due to federal limitations prohibiting, in certain situations, use of grant funds to pay consultant salaries exceeding federally-cited senior executive service salary levels.

vi. The draft RFP shall be reviewed by appropriate Metro 4/SESARM technical and administrative individuals including coordinating committees and/or project work groups as necessary to ensure the soundness of the project.

vii. The Metro 4 and SESARM Boards of Directors shall be kept informed throughout the project development and procurement processes.

viii. Issuance of RFPs and/or accepting responses to an RFP does not commit Metro 4 or SESARM or any Metro 4/SESARM representative to accept any proposal or to respond in any way to a submitted proposal, other than to inform bidders that no action will be taken in response to the proposal solicitation.

c. Scope of Work.

i. An RFP shall contain adequate project information to meet the general definition of a scope of work, which will later inform development of the project work plan, explaining to prospective bidders the services Metro 4/SESARM is seeking and, in some cases, descriptions of approaches and methodologies for completing the project.

ii. A scope of work shall be prepared with care to ensure adequate detail that will inform prospective bidders and provide them sufficient information to produce a reliable proposal containing a suggested technical approach, any alternative approaches, and a cost bid.

d. Solicitation.

i. Metro 4/SESARM shall post an RFP on the Metro 4/SESARM web site on the day that the advertisement for proposals begins.

ii. Metro 4/SESARM shall also send email notice of the posting of RFPs to all prospective bidders who have requested to be notified of bid opportunities and for whom current contact information is available.

iii. If a pre-qualified bidder list is maintained, it shall be updated before using it and it shall contain at least three entities adequate to ensure reasonable competition and availability of cost-effective services.

iv. Metro 4/SESARM shall set a due date for receipt of RFP questions from bidders to a date earlier than the deadline for receipt of proposals, to give adequate time for responses to questions and consideration of responses by prospective bidders.

v. Metro 4/SESARM may choose to have a pre-proposal conference call or webinar with potential bidders to answer questions arising out of the RFP. Metro 4/SESARM may also choose to answer questions in writing in which case all questions and answers shall be provided to all bidders by e-mail and/or by posting them on the appropriate Metro 4/SESARM web page. Metro 4/SESARM shall not provide unique information to a single prospective bidder that might create an unfair competitive advantage for that bidder compared to the other bidders who would not have that information.

vi. Under non-emergency circumstances, Metro 4/SESARM shall provide 30 days from posting of an RFP to the due date for submittal of proposals. This timeframe may be shortened if the notice of intent to issue an RFP is posted timely and specifies that a shorter period than 30 days will be established, if a shorter timeframe is needed to meet the needs of Metro 4/SESARM, and if

the development of bids is expected to be simple enough that proposals can be completed and submitted within a shorter timeframe.

e. Conflict of Interest.

   i. The bid evaluation process requires objectivity, expertise, rational judgment, and integrity. If any of these are lacking, the results may be protested, awarding the contract or initiation of the project may be delayed, or, in certain cases, the decision may be legally challenged.

   ii. Initial work on formation of a PRCS Committee shall begin before proposals are received but finalization of official membership shall not occur until the proposal deadline is passed, all bids have been received, potential PRCS Committee members have been informed of the names of the bidders, and each individual has provided a signed conflict of interest certification form (see Section X.I.) indicating that they have no conflict of interest relative to any bidding entity, individual, affiliation, or other facet of the project.

   iii. PRCS Committee members shall take extreme caution to focus on the content of each technical and cost proposal and remain uninfluenced by external information and personal experience that might create the appearance of a conflict of interest.

   iv. A PRCS Committee member shall immediately report emergence or recognition of a previously undisclosed conflict of interest, or the appearance thereof, upon recognition that an uninvolved observer would likely conclude that a conflict of interest exists.

f. PRCS Committee Organization.

   i. The Metro 4/SESARM staff shall provide administrative and directional support and assistance to the PRCS Committee as needed.

   ii. A PRCS Committee shall select a chair and vice chair, or co-chairs, from within the Committee, to manage the activities of the Committee.

   iii. The Executive Director and any appropriate designees may serve as advisors and ex officio, non-voting members of a PRCS Committee.

g. Proposal Review and Scoring.

   i. The PRCS Committee shall develop a scoring system for evaluating project proposals which may follow the procedures described below.

   ii. The scoring system shall include all important facets of the project.

iii. A percentage weighting shall be applied to each facet, with the cumulative weighting for all facets totaling 100 percent.

iv. Committee members shall be advised to apply a facet score ranging from one to ten for each facet, as determined by an analysis of the proposal content compared to the RFP criteria for each facet.

v. Cost proposals, which shall have been submitted by each bidder separate from technical proposals, shall be provided to Committee members only after completion of review of the technical proposals, at which time they shall be evaluated and scored as well.

vi. The score final for each proposal shall be calculated by each individual by multiplying each facet weighting times the facet score to determine a facet total with all facet totals being added together to arrive at a proposal score.

vii. When all proposal scores have been determined, each individual shall apply a proposal ranking to each proposal with the highest-ranking proposal receiving a value corresponding to the number of proposals evaluated, the second highest a value one less than the highest ranking, and so on down to the lowest proposal receiving a ranking of one.

viii. When all individuals have determined their proposal rankings, the rankings shall be placed into a table and totaled with the highest cumulative ranking being the preliminary favored proposal.

ix. At completion of the review and preliminary scoring and ranking processes, Committee members may discuss their proposal assessments with each other including the strengths/weaknesses of each proposal, after which there may be a brief consideration of the original scoring system to determine if an important facet was omitted, an individual facet weighting was incorrectly established, and/or a new issue has emerged that would affect the relative rankings. If this is necessary as determined by Committee member consensus, adjustments may be made to scoring and ranking, concluding with a revised cumulative proposal ranking.

x. Bidders may be contacted by the Committee to ask any clarifying questions about their respective bids.

xi. Bidder references may be checked if needed.

xii. Bargaining between bidders shall not be initiated although it may be appropriate to ask a bidder if there are cost areas that can be reduced without affecting the outcome of the project.

xiii. When it has been determined that no further information is needed and no one has a legitimate reason to change a score, the Committee shall produce a procurement report including a cost and price analysis which shall be shared with its members.

xiv. After Committee members review the procurement report, they shall initiate a consensus process, make a recommendation of a desired bidder, or multiple bidders as appropriate, for approval, and provide the recommendation to the Executive Director.

h. Final Contractor Selection Review Process.

After the PRCS Committee has made a recommendation of a desired contractor proposal, the recommendation shall be shared with any applicable project work group(s) and coordinating committee(s), to summarize the PRCS Committee recommendation and to seek their collective concurrence, which shall be provided to the Executive Director.

i. Final Board Approval.

After receiving the recommendation of any applicable project work group(s) and coordinating committee(s), the Executive Director shall request that a meeting or meetings be convened of the Metro 4 and SESARM Boards of Directors to present the contractor recommendation, details of the proposal, and associated costs, and to take final action on the recommendation.

j. Notification to Bidders.

After the approval of the Metro 4 and SESARM Boards of Directors has been received, notification shall be made to the approved contractor. Notification to other bidders shall be delayed until it is clear that a contract with the winning bidder will be executed.

k. Failure to Contract with Winning Bidder and Alternate Steps.

In the event that a contract with the apparent winning bidder cannot be executed, the second highest scoring bidder shall be contacted, provided that the technical and cost aspects of the bid are fully acceptable and attempts shall be made to execute a contract with that entity.

l. Post-selection Contact with Unselected Bidders.

i. When a contract has been executed, bidders not selected shall be notified by telephone or e-mail.

ii. It is acceptable to provide information to unselected bidders regarding the name of the selected bidder and, in general terms, the circumstances of them not being selected such as less experience, higher cost, etc. However, details of the winning bid, especially the cost, should not be shared unless required by statute or regulation, and scoring documentation should not be shared.

m. Inability to Execute a Contract After Procurement Effort is Completed.

In the event that a satisfactory technical and cost package does not exist, the project may be redesigned, readvertised, postponed, or canceled.

n. Sole Bidder in Competitive Process.

In the event that only one proposal is received during a competitive solicitation and it is found to be acceptable from a technical and cost standpoint, Metro 4/SESARM shall follow the procedures for a sole source procurement and may execute a contract with the bidder, provided that the sole source procedures in this document are followed, the procurement meets all requirements for grant recipients, and the procurement is fully justified in documentation for the project files.

o. Proposal Ownership.

Proposals received by Metro 4 and/or SESARM shall become the property of Metro 4/SESARM but distribution shall be exercised in a judicious manner to protect the rights and strategies of bidders, as well as to ensure that no information is released that would constitute confidential business information and/or expose competition strategies of one bidder to another that would provide an unfair advantage to one bidder over another in a future procurement process.

VIII. CONTRACT DEVELOPMENT AND MANAGEMENT.

A. Contract Development and Execution.

1. A contract is a mutually-binding legal relationship obligating the seller to furnish supplies or services and the buyer to pay for them. To be legally enforceable, a contract must: be a written agreement; be between two or more applicable, competent parties; be for a valid consideration; accomplish a lawful purpose; contain clearly set-forth terms; and be in a form as required by law, regulation, and/or standard legal practice.

2. A draft contract shall be developed by the Metro 4/SESARM Executive Director and the Contract Officer, consistent with the needs of the participating member agencies, the project outline, any RFPs, the contract elements listed in Section VI.C. of these Procurement Procedures, and any other provisions necessary to conform to federal requirements for procurements and resultant grant expenditures.

3. The draft contract shall be circulated among the various Metro 4/SESARM interested parties, project work groups, and coordinating committees for review and a determination of sufficiency.

4. Metro 4/SESARM shall transmit the draft contract to the selected bidder for review, editing, if necessary, and signature.

5. A contract shall be deemed executed, in effect, and enforceable, on the date when it has been signed and dated by the last of the contract parties.

B. Contract Management.

1. Contract management includes all administrative functions relating to oversight and enforcement of a contract from the time it is awarded until the final payment is made and the contract has expired or been terminated.

2. Contract Language.

   a. Contracts shall be interpreted solely based on their language, using definitions found in the contract, if any exist.

   b. In the absence of specific definitions, the common usage of words as outlined in these Procurement Procedures or Merriam-Webster Dictionary shall be the basis of contract language interpretation.

   c. If the language of a contract is not sufficient to govern the activities taking place under its provisions, the Contract Officer shall initiate necessary steps to make required changes in the contract with such changes documented in writing in the form of a revised contract or contract amendment.

3. No payment shall be made for goods and services unless said goods and services have been received, reviewed, found to be acceptable, and approved by the Contract Officer.

4. Without modification of a contract in accordance with these Procurement Procedures and the conditions of the contract, no contractor, Contract Officer, or any other representative of Metro 4/SESARM shall initiate or order work outside the contract scope; initiate or order a contract change; increase or decrease the cost of the contract; or alter any other contract terms and conditions.

5. Contractor effort on any contract task shall be authorized by Metro 4/SESARM in writing to the contractor prior to its initiation.

C. Contract Cost Modifications.

1. The Executive Director shall approve all project cost increases.

2. The Executive Director shall be authorized to review and, when appropriate, approve adjustments between task budgets having no net effect on the total authorized project cost, provided that such actions do not create a need for a future contract cost increase that has not been preapproved by the Metro 4 and SESARM Boards of Directors.

3. The Executive Director and Contract Officer shall consult with Metro 4 and SESARM Treasurers regarding any financial concerns arising out of contract management.

4. For cost increases not anticipated or addressed in the existing contract, neither the Contract Officer nor the Executive Director shall be authorized to approve an increase in the total project cost without approval of the Metro 4 and SESARM Boards of Directors, if the Boards were required to approve the original contract.

D. Contract Performance Deficiencies.

1. The Contract Officer shall be responsible for bringing deficiencies to the attention of the contractor, the appropriate project work group(s) and coordinating committee(s), and the Metro 4 and SESARM Boards of Directors as necessary to ensure the success and integrity of the project.

2. The Contract Officer shall document substantive deficiencies in writing and shall provide to the contractor the nature of the deficiencies, a request for a corrective action plan, and deadlines for receipt of the plan and correction of the deficiencies.

E. Contract Records.

The Contract Officer shall maintain working files documenting all substantive formal communications with the contractor and actions taken relative to the contract, contractor performance, and other critical project elements, as determined by the Contract Officer.

F. Contract Termination.

1. Default of the contractor occurs when a failure to perform in accordance with contract conditions is followed by a failure to respond satisfactorily and in a timely fashion to a documented notice of deficiency.

2. Metro 4/SESARM shall have the right to terminate a contract in accordance with the terms and conditions of the contract due to default of the contractor, loss of applicable funding, or for convenience, without Metro 4/SESARM incurring any contractual penalties or other financial obligations from said action.

3. Termination for default shall be a contractual right of Metro 4/SESARM if the contractor has failed to perform satisfactorily its contractual obligations, after notice and a reasonable opportunity to correct performance deficiencies in a sufficient and timely manner, or the deficiencies are of such magnitude to warrant immediate termination for cause.

4. Metro 4/SESARM may also terminate a contract for convenience, provided that Metro 4/SESARM has carefully analyzed the circumstances and determined that termination would not create complications for Metro 4/SESARM to establish future contractual arrangements with the same or different parties.

5. At any time Metro 4/SESARM experiences a loss of funding applicable to a project, any associated contract(s) may be terminated. Such action taken shall conform to the termination provisions of the contract.

6. Contract termination may be completed after a prior 30-day notification in writing to the contractor of the reason for the termination and the effective date of the termination.

7. Contract terminations shall require concurrence of applicable project work group(s) and coordinating committee(s), the Contract Officer, and the Executive Director, and approval by the Metro 4 and SESARM Boards of Directors, if the original contract required approval of the Board(s).

G. Contract Closeout.

1. Prior to contract closeout, the Contract Officer shall ensure that all performance requirements of the contract have been met, all project deliverables have been completed and received, all task and project reports have been received and are sufficient, a final invoice has been received, and all other contract requirements have been met.

2. The Contract Officer should examine all project deliverables including databases, presentations, reports, and invoices and shall seek acceptance from applicable project work group(s) and coordinating committee(s) prior to issuing a final contract closeout notice.

3. The Contract Officer shall also provide the Executive Director with information necessary to complete reporting requirements to EPA.

IX. FILE MAINTENANCE AND INSPECTION OF RECORDS

A. Documentation shall be maintained for each procurement, including, as applicable, solicitation and procurement of services, selection of a contractor, and establishment of a contract.

B. For full competitive process procurements, all score sheets, significant internal communications, proposals, and preliminary documents shall remain solely the property of Metro 4/SESARM and shall not be released to the public unless explicitly required by laws and/or regulations of the state in which the Metro 4/SESARM official office is located, or by a court with jurisdiction over Metro 4/SESARM operations.

C. RFPs, descriptions of selection criteria, final contracts, and work products delivered as a result of contracts shall be made available for inspection upon receipt of a formal request for inspection of records by an interested party.

D. All Metro 4/SESARM financial records, contracts, supporting documents, and all other records pertinent to a grant award and related expenditures shall be retained in accordance with federal requirements and the Metro 4/SESARM Records Management Policy and Procedures.

X. STANDARDS OF CONDUCT IN THE PROCUREMENT PROCESS.

A. Anyone directly involved with any procurement and/or management of Metro 4/SESARM contracts shall avoid any activity or situation which creates an appearance of, or actual, impropriety or conflict of interest.

B. Members of the PRCS Committee shall not be formalized until each prospective member has submitted a certification form indicating that the individual has no conflict of interest with any bidder or the procurement process.

C. The Chair and Vice Chair (or Co-chairs if applicable) of the PRCS Committee shall review these standards of conduct and the Metro 4/SESARM Conflict of Interest Policy at the first meeting of the PRCS Committee and shall replace any member who subsequently develops a conflict of interest.

D. No Metro 4/SESARM employee or representative or close relative or the Metro 4/SESARM representative's employer shall participate in a contract decision if that person has a financial interest in the decision.

E. No Metro 4/SESARM employee or representative shall solicit or accept any gift, entertainment, or favor of tangible value from a contractor or prospective contractor.

F. Metro 4/SESARM shall protect information that a bidder and/or contractor has declared to be confidential, provided that such information meets the legal qualifications to be declared confidential business information.

G. Metro 4/SESARM shall conduct its procurement processes in a manner that treats all bidders, potential bidders, and proposals with objectivity, subject to fair consideration of the relative variabilities that will exist between bidders and their respective proposals.

H. To the extent allowed by applicable laws and regulations, Metro 4/SESARM representatives shall maintain the integrity of the competitive process and the independence of contractor proposals by not divulging to external interests any detailed bid information before, during, or after an acquisition.

I. Any Metro 4/SESARM representative participating in any contractual procurement of goods and/or services via any PRCS Committee, project work group, or Board of Directors proceedings shall ask to be excused from any procurement role unless the individual can sign and submit to the following statement, or an equivalent statement:

> "To the best of my knowledge, neither I nor any member of my family has a direct or indirect financial or employment interest in any of the firms submitting proposals for consideration and evaluation that would conflict with my participation in the selection process or create an appearance of, or actual, unfairness or conflict of interest. In the event that I later become aware of such a conflict of interest, I agree to report this determination to the Chair(s) of the PRCS Committee and/or the Metro 4/SESARM Executive Director and excuse myself from further participation in the procurement process."

J. Any Metro 4/SESARM employee who violates these conflict of interest requirements may be subject to disciplinary action, up to and including dismissal.

K. Any Metro 4/SESARM member agency staff person who violates these conflict of interest requirements shall be subject to their employer being advised of the violation.

XI. DISADVANTAGED BUSINESS ENTERPRISES.

A. As defined in 40 CFR 33, "Disadvantaged Business Enterprise or DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990; a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

B. Metro 4 and SESARM are obligated under grant award conditions to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms receive fair consideration during procurement processes supported by federal funds.

C. All sole source and competitive procurements with contractors shall include provisions reminding contractors of DBE requirements and goals and encouraging their use of DBE subcontractors where possible.

D. Metro 4 and SESARM shall maintain awareness of DBE requirements and shall comply as completely as possible with all 40 CFR Part 33 *Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs* requirements and the following procedures:

1. Make DBEs aware of contract opportunities to the fullest extent practicable through outreach and recruitment, by placing DBEs on solicitation lists, and by soliciting their bids on potential services which they qualify to provide;

2. Make information on potential service opportunities available to DBEs and arrange timeframes for contracts and deliverables where possible in a way to encourage and facilitate DBE participation in competitive processes;

3. Consider whether firms competing for large contracts could subcontract with DBEs;

4. Encourage contracting with a consortium of DBEs when a project is too large for one DBE to handle alone;

5. Require prime contractors to take the steps in Sections XI.D.1. through XI.D.4. above when awarding subcontracts;

6. For noncontractual procurements, search for potential DBE service providers and utilize their services when available, provided DBE items and services are of desired quality, prices are competitive, and delivery of items and services will meet the necessary timeline for completing the procurement;

7. Use the resources of the Small Business Administration, the Minority Business Development Agency, the EPA Region 4 DBE advocacy office, and any other available resources, as applicable, to foster business with DBEs; and

8. Make reasonable attempts to develop and maintain a list of DBEs with ability to provide various needed services and contact them when specific items and services are needed, which DBEs may be capable of providing.

XII. STATEMENT OF COMMITMENT TO RESPONSIBLE PROCUREMENT.

A. Metro 4 and SESARM are committed to conformance to these procurement procedures and shall require Metro 4/SESARM staff adherence to them on a continual basis.

B. Through periodic Metro 4/SESARM staff evaluations, which may include review of contractor work products and office files, conformance with these Procurement Procedures shall be assessed and corrective measures shall be taken promptly to address any performance deficiencies identified.

XIII. CERTIFICATION AND SIGNATURE.

This certifies that these Procurement Procedures have been prepared for the exclusive use of Metro 4 and SESARM, that they will be made available to all Metro 4/SESARM staff and the Metro 4 and SESARM Boards of Directors, and that the requirements herein will be explained in adequate detail to ensure that all Metro 4/SESARM staff and representatives are aware of, comply with, and fully implement them.

Gregory P DeAngelo

Digitally signed by Gregory P DeAngelo
Date: 2026.11.17 13:46:06 -05'00'

Greg DeAngelo, Executive Director
Metro 4/SESARM

PROCUREMENT AT A GLANCE

Procurement Amount[1]	Cost and Price Analysis	Approval Needed	Required Agreement[2]	Contractor Selection Process
≤ $15,000	Informal procurement process—Micro-purchase	Executive Director	Invoice	Sole Source or Simplified Acquisition RFP
> $15,000 and ≤ $50,000	Informal procurement process—Simplified acquisition	Executive Director	Letter of Agreement	Sole Source or Simplified Acquisition RFP
> $50,000 and ≤ $350,000	Informal procurement process—Simplified acquisition	Metro 4/SESARM Boards of Directors	Contract	Sole Source or Simplified Acquisition RFP
> $350,000	Formal procurement process	Metro 4/SESARM Boards of Directors	Contract	Solicitation of Bids or Full Competitive Process

OUTLINE OF PROCUREMENT PROCEDURES

- Section I. and II. — Introduction and General Provisions
- Sections III. and IV. — Informal and Formal Procurement Processes (i.e., cost and price analyses)
- Section V. — Procurement Duties (i.e., roles of Executive Director, Boards of Directors, etc.)
- Section VI. — Contract Types and Content (i.e., required agreements)
- Section VII. — Contractor Selection Process (four methods)
- Sections VIII. through XI. — Contract Management, Records, Standards of Conduct, and Disadvantaged Business Enterprises
- Sections XII. and XIII. — Statement of Commitment to Responsible Procurement, and Certification and Signature

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[1] As of October 1, 2025, the micro-purchase threshold amount is $15,000 and the simplified acquisition threshold amount is $350,000.
[2] All procurements may be memorialized through development and execution of a contract. All services necessitating detailed conditions or having complex deliverables shall require development and execution of a contract.