

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	02/22/16	Open	Action	02/03/16

Subject: Approving the First Amendment to the Contract with College Oak Towing for On-Call Towing and Roadside Assistance Services

storage lot located at McClellan Business Park (3701 Dudley Blvd., McClellan, CA 95652).

Section 1.505 of the RT Procurement Ordinance states: “If a Contract was initially awarded using an informal solicitation and the aggregate total of the initial contract, prior amendments, and the proposed new amendment would exceed the threshold for formal solicitation, then, prior to approving the amendment, the Board must determine that: (1) there was no improper procurement splitting; and (2) either the requirements for a new formal solicitation have been met or the criteria for a non-competitive solicitation are met as set forth in Section 1.405.” There was no improper procurement splitting for this contract. The original independent cost estimate for this contract was based on historical cost information. Additional services were required due to RT’s unforeseen need to move numerous old buses RT put out of service after the arrival of the new Gillig replacement buses. The First Amendment meets the criteria for a non-competitive solicitation (i.e., the additional services are within the general scope of the contract). Pursuant to the federal third party contracting circular, an amendment that is within the general scope of a contract does not require a new solicitation.

Staff recommends that the Board approve the First Amendment to increase the total consideration by \$20,000, from \$98,730 to \$118,730, to the contract for On-Call Towing and Roadside Assistance Services.

RESOLUTION NO. 16-02-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

February 22, 2016

APPROVING THE FIRST AMENDMENT TO THE CONTRACT WITH COLLEGE OAK TOWING FOR ON-CALL TOWING AND ROADSIDE ASSISTANCE SERVICES

WHEREAS, RT desires to amend its Contract with College Oak Towing to increase the total consideration because the total consideration will soon be exceeded and RT has a continuing need for the Contractor's services; and

WHEREAS, pursuant to Section 1.505 of RT's Procurement Ordinance, RT may only amend its contract with College Oak Towing if RT's Board finds that (1) there was no improper procurement splitting involved and (2) either the requirements for the new formal solicitation have been met or the criteria for non-competitive solicitation are met as set forth in Section 1.405 of RT's Procurement Ordinance; and

WHEREAS, at the time RT entered into the Principal Agreement, the terms and conditions of the agreement accurately reflected RT's anticipated towing needs and associated fees for the anticipated level of service that RT required over the term of the agreement and therefore, an informal solicitation was appropriate and consistent with RT's Procurement Ordinance; and

WHEREAS, subsequent to RT entering into the agreement with College Oak Towing, RT had an unforeseen need to tow numerous old buses it took out of service, increasing the level of service RT required beyond the level of service RT had anticipated at the time of soliciting quotes from tow companies; and

WHEREAS; while the level of service RT anticipated increased, the scope of work performed by College Oak Towing was within the general scope of work set forth in the Principal Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board finds and determines that RT did not engage in improper procurement splitting when it retained College Oak Towing as its tow truck service provider through an informal solicitation, because the level of service for which services were solicited accurately reflected RT's anticipated needs at the time the solicitation was performed; and

THAT, the Board finds that the First Amendment to the Principal Agreement meets the criteria set forth in the Federal Transit Administration (FTA) Circular 4220.1F which allows a contract to be amended if the amendment's scope is within the original contract

scope and thus finds that this First Amendment complies with the criteria for a non-competitive solicitation in accordance with RT's Procurement Ordinance; and

THAT, the First Amendment to the Contract for On-Call Towing and Roadside Assistance between the Sacramento Regional Transit District, therein referred to as "RT", and College Oak Towing, therein referred to as "Contractor", increasing the total consideration by \$20,000, from \$98,730 to \$118,730, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the First Amendment.

JAY SCHENIRER, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary