



**MAX Transportation Authority Board  
Meeting Agenda  
Monday, August 28, 2023  
MAX Training Room  
11660 Greenway Dr., Holland, MI 49424**

1. July 24, 2023 Board Meeting Minutes – Action
  2. Opportunity for Public Comment – Please limit public comment to three (3) minutes or less
  3. Marketing Committee
    - a) Call Center Summary – Information
  4. Executive Committee
    - a) Revisions to MDOT Annual Application and Resolution of Intent – Action
    - b) Revisions to Federal Awards Administration Policy Plan (FAAPP) – Action
    - c) Revisions to Vehicle & Equipment Maintenance Policy and Procedures Manual – Action
    - d) Revisions to Purchasing Policy & Manual – Action
    - e) Triennial Review July 2023 – Information
    - f) Employee Appreciation Week – Information
    - g) Draft FY2024 Budget – Information
    - h) Ridership Reports for July 2023 – Information
    - i) Financial Reports for July 2023 – Information
    - j) Expenditure Reports for July 2023 – Information
  5. Director's Report
- 

**Next meeting is Monday, September 25, 2023 at 3:30 p.m.**



**Macatawa Area Express Transportation Authority  
Meeting Minutes  
Monday, July 24, 2023  
Proposed Minutes**

The Macatawa Area Express Transportation Authority Board met at 3:30 pm in the training room at the MAX Operations building - 11660 Greenway Drive, Holland, MI 49424.

**Members Present:** Chair Russ TeSlaa and Vice-Chair Lyn Raymond, and Secretary/Treasurer Joe Baumann; Board Members Meika Weiss, Kristin Myers, Jason Latham, Jan Steggerda, and Kevin Klynstra

**Others Present:** N/A

**Members Absent:** Board Members Al Rios, and Abraham Hernandez

**Staff Present:** Elisa Hoekwater, Beth Higgs, Charlie Veldhoff, Lynn McCammon, Kaitlynn Riegling, Sandra Korhorn, and Barbara Sonnerville

**7.23.1 Approval of the June 12, 2023 Board Meeting Minutes**

A motion was made by Myers and supported by Latham to approve the June 12, 2023 board meeting minutes. Motion carried unanimously.

**7.23.2 Public Comment**

There were no public comments.

**7.23.3 Marketing Committee**

Higgs reported that the MAX Employee Appreciation week is July 24<sup>th</sup> through July 28<sup>th</sup>. The week will be filled with exciting Vegas themed games and prizes and a Breakfast Cookoff on Friday, culminating with a Casino Luncheon at Conner Bayou, on Sunday, July 30<sup>th</sup>, that includes great food, Vegas themed games and exciting prizes.

**7.23.4a Call Center Summary**

There was no discussion.

#### **7.23.4 Executive Committee**

##### **7.23.4a** *Amtrak Lease Agreement*

The current Amtrak contract was extended through July 31, 2023. It was decided that more time is required to provide additional time to negotiate the terms of a new lease. The current Agreement shall be extended for three (3) months beginning August 1, 2023 and ending September 30, 2023, unless sooner terminated in accordance with the terms of the Agreement. The A motion was made by Baumann and supported by Myers to approve the extension as written. Motion carried unanimously.

##### **7.23.4b** *Selection of Consultant to Complete MAX Route Study*

A Transportation Study & Route Planning Restoration – Request for Proposal (RFP) was approved by the MAX Board at their June 12, 2023 meeting and was issued June 14, 2023. Submissions were due Friday, July 7, 2023 and MAX received three (3) proposals. The MAX Selection Committee met July 17<sup>th</sup> & 18<sup>th</sup> to evaluate and discuss the proposals. While all three proposals had pros and cons, Transpo Group came out ahead of the other proposals in ranking. Based on the positive reviews from the Selection Committee as well as the references provided by Transpo Group, the MAX team recommended Transpo Group for the Macatawa Area Express Transportation Study & Route Planning Restoration plan. A motion was made by Baumann and supported by Latham to approve the proposal as presented. Motion carried unanimously.

##### **7.23.4c** *One-time Bonus for Employee Appreciation Week*

The MAX Employee Appreciation week is July 24<sup>th</sup> through July 28<sup>th</sup>. As part of the appreciation week, it was decided to issue a one-time payment of \$200.00, to each employee. MAX will pay FICA, Medicare, and any other required deductions, which will make the one-time payment an even \$200.00, and will be issued separately from payroll checks. A motion was made by Raymond and supported by Weiss to approve one-time bonus as presented. Motion carried unanimously.

##### **7.23.4d** *Revisions to MAX Uniform Policy*

At a staff meeting in February 2023, a Uniform Committee was formed to identify possible improvements to our current MAX Uniform Policy. The committee added two summer polo shirts to the uniform program. Each driver will receive a lime green and a royal blue shirt at no cost to the employee. It was also decided that since pants have been difficult to find in larger sizes and don't always fit well, employees would be responsible to provide their own uniform pants/shorts at their cost just as we currently manage shoes/boots, and belts. A motion was made by Weiss and supported by Myers to approve the policy changes as written. Motion carried unanimously.

##### **7.23.4e** *Revision to MAX Public Transportation Agency Safety Plan (PTASP)*

In February 2023, MAX staff responded to FTA Recipient Information Request (RIR) packet requiring information and documents for fiscal years 2019-2022 to prepare for the July 2023 Triennial Review. On July 11, MAX received a request for additional documents and information, which included two elements of the PTASP Policy. The revised PTASP Policy revision 7 presented satisfies both requirements. A motion was made by Raymond and supported by Weiss approve the revisions as written. Motion carried unanimously.

**7.23.4f**

*Revisions to MAX Drug-Free Workplace Policy*

In February 2023, MAX staff responded to FTA Recipient Information Request (RIR) packet requiring information and documents for fiscal years 2019-2022 to prepare for the July 2023 Triennial Review. On July 11, MAX received a request for additional documents and information, which included one element of the current Drug-Free Workplace Policy. The revision presented to the board satisfied the requirement. A motion was made by Latham and supported by Myers approve the policy revision as written. Motion carried unanimously.

**7.23.4g**

*Memorandum of Understanding Between MAX and Macatawa Area Coordinating Council*

An updated version of the memorandum of understanding between the Macatawa Area Express Transportation Authority and the Macatawa Area Coordinating Council was presented for review and approval. No changes to the agreement were made, only a currently dated document was needed. A motion was made by Baumann and supported by Weiss approve the updated memorandum of understanding between the two agencies as written. Motion carried unanimously.

**7.23.4h**

*FY2024-2026 Title VI Program*

Every three years, MAX must submit to the Federal Transit Administration (FTA) a copy of its updated Title VI program. The updated policy, if approved, will be submitted well ahead of MAX's date to FTA of October 1, 2023. A motion was made by Latham and supported by Baumann approve the submission of the MAX Title VI Program as written. Motion carried unanimously.

**7.23.4i**

*Triennial Review July 2023*

The Federal Transit Administration (FTA) provides financial and technical assistance to public transit systems across the U.S. To ensure agencies follow FTA rules and guidelines for continued funding, a review of twenty-two areas across the organization is conducted every three years. Due to the COVID pandemic in 2020, FTA suspended reviews, so this Triennial Review will cover a period of four years. In February 2023, MAX staff responded to FTA Recipient Information Request (RIR) packet requiring information and documents for fiscal years 2019-2022 to prepare for the July 2023 Triennial Review. On July 11, MAX received a request for additional documents and information, which MAX provided. The official review dates were July 25-July 27. On Monday, July 30<sup>th</sup>, MAX will receive a summary of review to include any corrective action requests for deficiencies found in policies, processes, or procedures. MAX will have five days to respond, and FTA will then decide if the deficiencies will remain in place or removed. The final phase of the Triennial Review is the "Exit Conference" scheduled for August 10, 2023.

**7.23.4j**

*Transit Asset Management (TAM) Plan Performance Targets*

Veldhoff presented the Transit Asset Management Plan for the FY24 Annual Performance Targets. For planning purposes, the Annual Performance Targets are formally approved by the Executive Director and are shared annually with MDOT and the Holland-area MPO, the Macatawa Area Coordinating Council (MACC). These goals were provided to the board for informational purposes only.

**7.23.4k**

*Board Member Committee Engagement*

MAX is launching a new initiative for board members of Macatawa Area Express Transportation Authority. The purpose of this new program is to engage board members with MAX staff, and become more involved with the future direction of transit services in our community. Board members may join any of these four MAX committees: Local Advisory Committee – Safety Committee – Planning and Technology – Staff Support Committee.

**7.23.4l**

*Ridership Reports for June 2023*

There was no discussion.

**7.23.4m**

*Financial Reports for June 2023*

There was no discussion.

**7.23.4n**

*Expenditure Reports for June 2023*

There was no discussion.

**7.23.5**

**MAX Director's Report**

Hoekwater reported that staff is working on a draft of the FY2024 budget, an updated building lease with the City of Holland, and will be examining in greater detail, our current service contracts.

Hoekwater reminded everyone that the next MAX Board Meeting will be held on Monday, August 28, 2023.

**7.23.6**

**Adjournment**

A motion was made by Baumann and supported by Latham to adjourn the meeting. Motion carried unanimously.

# MEMO

## Board Action Item

Date: August 28, 2023

To: MAX Authority Board

From: Elisa Hoekwater, Executive Director  
Beth Higgs, Deputy Director

Re: Triennial Review “Preliminary Findings Report” – Revised Policies

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On July 25 & 26, the Federal Transit Administration (FTA) conducted a Triennial Review over 19 areas of our agency. In response to that review CSI Compliance, the third party hired by FTA to conduct the review, issued a Preliminary Findings Report included in this Board packet that lists deficiencies in four areas of our organization, and one “pending further review”.

Section 1 – Finance

Section 3 – Technical Capacity-Award Management

Section 8 – Maintenance (*pending further review*)

Section 9 – Procurement

Section 18 – Drug & Alcohol Program

MAX had five days to respond to those findings, updating policies or procedures to remain compliant with FTA guidelines. Also included in this Board packet, are the revised policies MAX staff submitted to FTA, and seeking Board approval of those revisions listed on page 2 of this memo.

During the Triennial Review Exit Conference on August 10, CSI Compliance and FTA provided MAX the final report indicating that two of the original findings; one in Procurement and one in Drug & Alcohol Program sections were satisfied. The three remaining deficiencies in Finance, Technical Capacity-Award Management, and Maintenance require corrective actions sent to FTA in the timeframe listed on the “Exit Conference Summary” report – *also attached*.

### **Action Request**

MAX staff requests Board approval of all recommended revisions to the policies listed on page 2 of this memo and included within this Board packet, in response to the 2023 Triennial Review.

### Finance/TC-Award Management – Federal Awards Administration Policy Plan (FAAPP)

The following procedures added to the policy ensure proper tracking and timely submissions of MPR/FFRs. Revisions - page 36 of the FAAPP.

- Added to Submitting and Validating FFR's section – Reports are due within the 30 days of the end of the reporting period.
- Added the following schedule to FFR Data section:
  1. Schedule quarterly meetings for the 2nd week after the quarter ends in order to confirm reconciliation of credit card purchases and procurements – as well as to review and discuss MPR/FFR submittals.
  2. MAX will code all purchases to the appropriate grant and enter this information into the financial accounting system at the time of purchase order entry. The system generated Open Purchase Order report will report unliquidated obligations originating from open purchase orders. Any other unliquidated obligations from credit card purchases or expenses that have been committed but not yet entered as a purchase order will be manually tracked by MAX grant personnel. The reports will be by City of Holland and MAX at the quarterly meeting. This tracking mechanism will be more effective to identify and correct any discrepancies well before reports are to be submitted.
  3. We now have an internal process to submit the MPRs/FFRs the 3rd week after the quarter ends. This will provide ample time for any questions to be resolved earlier in the month.

### Maintenance - Vehicle & Equipment Maintenance Policy and Procedures Manual

- Added Section G. Warranty Procedure
- Added to “Determining Compliance” section - MAX Staff will examine the preventive maintenance history for the preceding 12 months and review the sample preventive maintenance history to determine if fewer than 80 percent of the inspections for any mode or operation occurred on time. Quarterly written reports will also be prepared to summarize maintenance activities.

### Procurement – Purchasing Policy & Manual

- Page 12 added: Construction projects over \$2,000 (*example: tile flooring*) must follow the Davis-Bacon Act and Copeland Anti-Kickback Act requirements
- Page 13 added: MAX will reference Appendix B to ensure all Federal Clauses and requirements are met
- Page 32 revised: Most current Federal Certification and Clause Matrix

FTA Triennial Review – 6901 Macatawa Area Express Transportation Authority (MAX)

Preliminary Findings

July 31, 2023

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
1. Legal	ND				
2. Financial Management and Capacity	D	*F8-1: Ineligible operating expense calculation (repeat deficiency from 2016 and 2019 review periods)	An ECHO sample for operating assistance under award MI-2020-039-03-00 (CARES Act funds) in the amount of \$600,000 dated 3/14/2022 included the State Infrastructure Loan in the amount of \$1,417,847 and interest in the amount of \$52,963.38 as eligible operating expenses for the period 10/1/2021-2/24/2022.	<i>Discussion with FTA – Recipient has provided a written response and has since revised the ECHO worksheet for eligible expenses.</i>	
3. Technical Capacity – Award Management	D	TC-AM1-1: Late or unsubmitted MPRs/FFRs	MAX provided justification for the late submission of FY 2022 - Annual MPRs and FFRs for awards MI-2018-026-00, MI-2020-039-00, and MI-2019-033-00. Reviewer continues to see late submission of MPR/FFRs for FY 2023 – Q1. Reports are due within 30, not 31 days of the end of the reporting period.	<b>Suggested Corrective Action:</b> <ul style="list-style-type: none"> <li>Written procedures for submitting future reports on time.</li> </ul>	



Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
		TC-AM2-2: MPR/FFR do not agree	<p>Unliquidated obligations are binding commitments that have been entered into and for which expenditures have not yet been recorded because goods and services have not been received and are reported on an accrual basis.</p> <p>The sample FFRs does not show that unliquidated obligations are reported accurately.</p> <p>(1) MI-2020-039-00 – FY 2022  (2) MI-2019-033-00 FY 2022  (3) MI-2021-025-00 FY 2022  (4) MI-2021-010-02 – FY 2022</p>	<p><b>Suggested Corrective Action:</b></p> <ul style="list-style-type: none"> <li>Written procedures for reconciling FFRs and MPRs.</li> </ul>	
4. Technical Capacity – Program Management and Subrecipient Oversight	NA				
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	ND				
7. Satisfactory Continuing Control	ND				

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
8. Maintenance	<i>Pending further review</i>	M5-1: Inadequate oversight of contractor's maintenance activities ( <i>repeat deficiency</i> )	There should be documentation of oversight and periodic physical assessment of the City of Holland's maintenance garage. There should be clear procedures to identify warranty repairs, record the warranty claim, submit the claim to the manufacturer, and follow up on unpaid claims.	<b>Suggested Corrective Action:</b> <ul style="list-style-type: none"> <li>• Provide copies of the quarterly written reports outlined in the corrective action procedures.</li> <li>• Provide revised Vehicle &amp; Equipment Maintenance Policy and Procedures and oversight procedures that address warranty claims pursued by the City of Holland.</li> </ul>	

9. Procurement	D	P11-1: Missing FTA clauses	<p>The following procurements did not include the following FTA clauses:</p> <p><b>(1) Floor and Wall tile installation</b></p> <p>(a) Termination for cause and convenience (<i>&gt; \$10,000</i>)</p> <p>(b) 6002 of the Solid Waste Disposal Act / Recovered Materials (<i>State or political subdivision of State. Purchase price or value over last FY &gt; \$10,000</i>)</p> <p>(c) Notice to FTA and U.S. DOT IG of Information related to fraud, waste, abuse, or other legal matters (<i>&gt; = \$25,000, awarded after October 2018</i>) <i>Must flow down to subcontractors</i></p> <p>(d) Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(e) Seat Belt Use</p> <p>(f) Distracted Driving</p> <p><b>(2) Motorola Bus radios</b></p> <p>(a) Prohibition on certain telecommunications and video</p>	<p><b>Suggested Corrective Action:</b></p> <ul style="list-style-type: none"> <li>Revised procurement procedures that address inclusion of all FTA-required third-party contract clauses through use of a clause checklist or other mechanism.</li> </ul>	
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Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
			surveillance services or equipment <b>(3) Garage Floor Scrubber</b> (a) Termination for cause and convenience ( <i>&gt;\$10,000</i> ) (b) 6002 of the Solid Waste Disposal Act / Recovered Materials ( <i>State or political subdivision of State. Purchase price or value over last FY&gt;\$10,000</i> ) (c) Seat Belt Use (d) Distracted Driving		
10. Disadvantaged Business Enterprise	ND				
11. Title VI	ND				
12. Americans with Disabilities Act (ADA) – General	ND				
13. ADA – Complementary Paratransit	ND				
14. Equal Employment Opportunity	ND				
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace	ND				

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
18. Drug and Alcohol Program	D	*DA5-1: Insufficient oversight over the drug & alcohol program of the City of Holland ( <i>repeat deficiency</i> )	The City of Holland's FY 2020, FY 2021, and FY 2022 MIS reports are missing the name of the certified official and the date these reports were certified. In addition, the category for mechanics is not referenced in the City of Holland's MIS reports, only drivers.	<b>Suggested Corrective Action:</b> <ul style="list-style-type: none"> <li>• Provide the City of Holland's FY 2020, FY 2021, and FY 2022 MIS reports relating to mechanics.</li> <li>• Provide evidence that the City of Holland's FY 2020, FY 2021, and FY 2022 MIS reports were submitted.</li> </ul>	
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				
22. Public Transportation Agency Safety Plan (PTASP)	ND				
23. Cybersecurity	NA				



## POLICIES AND PROCEDURES - FEDERAL AWARDS ADMINISTRATION

Revisions Pending Approval August 28, 2023

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Table of Contents

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Overview .....	1
Financial Management Systems:	
General Accounting and Financial Management .....	2
Purchasing and Procurement .....	3-4
Cash Receipts .....	5-6
Payroll and Timekeeping .....	7-8
Bank Reconciliations .....	9
Journal Entries and Non-routine Transactions .....	10
Capital Assets .....	11-12
Long-term Debt .....	13
Grant Administration .....	14-15
Year-end Closing and Reporting .....	16-18
Annual Audit .....	19
Policies for Compliance with the OMB Compliance Supplement:	
General Information .....	20
Activities Allowed/Unallowed .....	21
Allowable Costs/Cost Principles .....	21
Cash Management .....	22
Eligibility .....	23
Equipment and Real Property Management .....	24
Matching, Level of Effort and Earmarking .....	25
Period of Performance .....	26
Procurement, Suspension and Debarment .....	27-28
Program Income .....	29
Reporting .....	30
Subrecipient Monitoring .....	31
Special Tests and Provisions .....	32
Other Policies and Procedures:	
Conflict of Interest .....	33
Records Retention .....	34
ECHO Payment Procedures .....	35
Procedures for Validating FFR .....	36
Pre Award and Post Delivery Rolling Stock .....	38
Program of Projects (POP) .....	38

# Macatawa Area Express Transportation Authority

## Policies and Procedures - Federal Awards Administration

### Overview

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Purpose - This manual has been prepared to document the policies and procedures for the administration of federal awards of the Macatawa Area Express Transportation Authority (the "Transit"). These policies and procedures are intended to be sufficiently comprehensive to adequately meet the requirements of 2 CFR 200 (the "Uniform Guidance"). However, in no case are these policies and procedures intended to supersede or limit federal or state laws or regulations, or the provisions of individual grant agreements.

Hierarchy of Authority - In the event that conflicting guidance on the administration of Federal awards is available, the Transit has deemed guidance from the Office of Management and Budget (OMB) to be most authoritative, followed by guidance from the Michigan Department of Transportation (MDOT), and finally other State or local agencies.

Revisions - Guidance provided by the Federal government through the OMB Compliance Supplement is expected to be updated each year. Such updates are considered by the Transit as they become available and policies and procedures will be revised accordingly.

The Executive Director is authorized and required to establish and document operating procedures to ensure compliance with the provisions of federal and state regulations and the provisions of grant agreements. Such procedures are documented herein, and will be reviewed and updated as necessary, but not less than once every three years.

Training - Transit accounting and finance personnel, and program administrators of Federal awards will be provided the necessary training through various mechanisms, such as: (1) consulting with the Transit's auditors as needed for clarification, (2) participating in various training opportunities, such as those offered by appropriate professional organizations, (3) reading guidance issued by the Federal Transit Administration, (4) participating in Transit-related webinars.

Compliance Failures - Compliance failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.



Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
General Accounting and Financial Management

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It is the policy of the Macatawa Area Express Transportation Authority (the "Transit") to comply with all statutory, regulatory, and contractual requirements in the conduct of and accounting for its financial operations. The official books of record for the Transit will be maintained subject to the following provisions:

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- None

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. The Transit will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.
2. The Transit will comply with the provisions of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").
3. The Transit will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.
4. The Transit will outsource certain accounting and financial management activities to the City of Holland, Michigan (the "City"), subject to a Management Agreement. This separately issued document governs the roles and responsibilities of the two entities.
5. The Board will contract annually with an independent CPA firm for the purposes of conducting the Transit's external financial audit. To the extent that the Transit has expended federal awards in excess of \$750,000, the Transit will have a single audit performed in accordance with 2 CFR 200.
6. The Executive Director shall maintain a book of Official Policies adopted by the Board, in addition to this Policies and Procedures manual.
7. The City shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports, and similar documents). Such records shall be retained as required by contractual or regulatory requirements as described in the section of this manual titled "Records Retention".

**Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Purchasing and Procurement**

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It is the policy of the Macatawa Area Express Transportation Authority (the "Transit") to ensure that all disbursements of Transit funds are properly reviewed and authorized, and consistent with sound financial management principles. In order to meet these objectives, all disbursements of Transit funds shall be subject to the following provisions:

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- *Purchasing Rules and Regulations* dated February 8, 2007 (as amended)
- Employee Manual Section 516, *Mileage and Expense Reimbursement* (includes travel and per diems)

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. Invoices will be received by the Transit. The Executive Director will sign and date each invoice to indicate approval for payment. At this time, the expenditure is considered for allowability under grant agreements (see "Allowable Costs/Cost Principles" in the single audit section of this manual).
2. Appropriate general ledger expense accounts will be noted on the approved invoices by the Executive Director.
3. When an employee incurs work-related expenses to be reimbursed by the Transit, the following requirements apply:
  - a. The employee expense report will be signed by both the employee's direct supervisor and the Executive Director. The approved expense reports are then submitted to the City Finance Department along with all supporting receipts for processing of payment. The City is responsible for reviewing the Executive Director's expense report for appropriateness.
  - b. Receipts will be attached to the expense report for all expenses (excluding mileage). If a receipt is not available, a Receipt Exception Form may be prepared and signed by the employee and the employee's supervisor. A Receipt Exception Form has been included in the appendix to this manual.
  - c. An employee will not be reimbursed for any expense that is disallowed by Federal cost principles.
  - d. Mileage will be reimbursed by the Transit at the standard IRS rate.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Purchasing and Procurement (Concluded)

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- e. An employee making a disbursement using personal funds on behalf of the Transit may be subject to State sales tax, while payments made by the Transit directly are exempt from such tax due to its status as a local unit of government. As such, an employee will only incur a work-related expense with personal funds to the extent that it is not practical or reasonable for the purchase to be made directly by the Transit.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Cash Receipts

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In order to safeguard the funds of the Transit, cash receipts will be deposited promptly and in-tact.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- None

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. Cash collections at the Depot (the primary operating site of the Transit) are generally limited to bus passes.
  - a. Each bus pass is sequentially numbered and control is maintained over unused passes.
  - b. When a bus pass is purchased, a cashier at the Depot will prepare a manual receipt which will indicate the number of the bus pass issued and input the amounts into the New World general ledger system.
  - c. Periodically, a Supervisor will compare the written receipts to the bus passes issued and the cash collected to ensure that the amounts agree to New World.
  - d. The New World report is sent to the City Treasurer's Office along with the related cash/checks. The City cashiers ensure that the amounts agree and include the cash in the daily deposit. Municipal Accountant I will compare the deposit slip to the New World report and post the transaction to the appropriate accounts.
2. Bus fares are collected by the drivers using a lockbox system. The driver does not have access to the locked deposit box in the bus and must turn in the lockbox at the end of his/her shift.
  - a. Drivers will track the number of passengers by fare type (i.e., paid, bus pass, senior citizen discount, etc.) using a tablet computer and the RouteMatch software system.
  - b. The RouteMatch detail is electronically compiled for all drivers into a single daily record by an Information Specialist at the Depot.
  - c. The lockboxes for each driver are emptied, combined, and delivered to the City Treasurer's Office.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Cash Receipts (Concluded)

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- d. The Information Specialist faxes a detail of the daily cash collections from RouteMatch to the City Treasurer's Office. City cashiers count the money and compare it to the the RouteMatch summary. Any variance of more than \$10 is communicated to the Transit for further investigation.
  - e. The RouteMatch summary report is stamped with the receipt date by the City Treasurer and signed by a cashier who notes any difference between the reported fares and the actual collections. This daily summary report is sent back to the Transit for its records.
  - f. The cashiers prepare the deposit slips and the deposit is picked up by an armored vehicle for delivery to the bank. The Municipal Accountant I, compares the deposit slip to the New World report and the cash receipt posting for accuracy and signed this paperwork as evidence of her review.
3. Wire transfers and ACH payments are received for State and Federal grant funds. Such amounts will be recorded through general journal entries by the City Finance Department. The entries will be signed/initialed and dated by the preparer, and independently reviewed and approved.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Payroll and Timekeeping

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The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with Federal Cost Principles.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- Employee Manual Section 201, *Employment Categories*
- Employee Manual Section 211, *Salary Administration*
- Employee Manual Section 301, *Employee Benefits*
- Employee Manual Section 307, *Paid Time Off (PTO)*
- Employee Manual Section 309 and 314, *Retirement Plan*
- Employee Manual Section 401, *Timekeeping*
- Employee Manual Section 402, *Paydays*
- Employee Manual Section 511, *Compensatory Time Off*

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. All employees shall submit a timesheet for each pay period, with the following information:
  - a. The total number of hours actually worked each day
  - b. The use of any holiday, personal, vacation, sick, or other approved time off with pay
  - c. The total number of hours to be paid
  - d. The dated signature of the employee, his/her supervisor, and the Executive Director
2. Time records for drivers will be tracked through an electronic timecard system which allows hours by employee to be aggregated at the end of the pay period in an Excel document. The Excel detail is reviewed and signed by the Operations Manager and the Executive Director. The Excel file is then provided to the City Payroll Department for import into the New World System.
3. All other employees complete timesheets which are physically signed by the employee's supervisor and the Executive Director prior to processing. Information on hours worked by employee is input into New World by a Transit Information Specialist.
4. A Payroll Certification Form is signed by the Executive Director and provided to the City to support the number of hours worked for the pay period (including all employees, regardless of whether a timesheet is completed or a time clock is used). This certification form is compared to the data input into New World and imported from the time clock system by the City Payroll Department prior to processing and releasing check.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Payroll and Timekeeping (Concluded)

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5. Pay rates are established at the time of hire and updated as needed by the Executive Director using a Payroll Action Order which is then submitted to the City Payroll Department. Terminations are communicated to the City in a similar manner.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Bank Reconciliations

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The following procedures will apply to the reconciliation of bank accounts:

1. Bank reconciliations will be performed monthly for each bank account.
2. Bank reconciliations will be completed within 6 weeks of month-end.
3. Bank reconciliations for all accounts will be prepared by the Municipal Accountant I and subject to a signed, independent review and approval.



Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Journal Entries and Non-routine Transactions

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The Transit will occasionally need to record a general journal entry or other non-routine transaction. Such transactions may relate to Federal awards. The following policies and procedures apply to all general journal entries:

1. General journal entries will be an allowable transaction type for recording: corrections and adjustments, accruals and reversing entries, EFT payments, ACH transfers, etc., to the extent that the entries can be reasonably supported.
2. All general journal entries will be filed sequentially with adequate supporting documentation.
3. Each general journal entry will be signed/initialed and dated by the preparer.
4. All entries should be subject to review and approval by an independent administrator or employee, which will also be signed/initialed as evidence of the control.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Capital Assets

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The following provisions will govern the purchasing, accounting, and inventory of capital assets:

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- Employee Manual Section 512, *Use of Equipment, Vehicles and Facilities*

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. Procurement of capital assets will be governed by the Board's procurement and purchasing policies.
2. Donated capital assets will be recorded at estimated fair value at the date of donation.
3. All capital assets will be depreciated using the straight-line method over estimated useful lives.
4. Capital asset records will be maintained by the City Finance Department and updated at least annually at year-end for audit purposes.
5. To the extent that capital assets are purchased with Federal funds, such items will be flagged as "Federally-funded" in the financial accounting records in order to ensure the appropriate use of proceeds on sale (if applicable) in accordance with Federal guidelines.
6. Information on grant-funded vehicles will also be maintained in the PTMS system with changes processed as they occur. This will be the responsibility of the Transit Director.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Capital Assets (Concluded)

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7. A complete physical inventory of capital assets will be completed no less than once every two years. As part of this process:
  - a. Capital assets will be physically inventoried and compared to the records used for financial accounting purposes. Inconsistencies will be investigated and resolved and the financial accounting records will be adjusted accordingly.
  - b. A detailed listing of capital assets from the financial accounting records will be provided to building principals and other department heads for input on accuracy, completeness, and existence of assets. Inconsistencies will be investigated and resolved and the financial accounting records will be adjusted accordingly.
  - c. Remaining useful lives of capital assets will be reviewed for reasonableness and adjusted when considered necessary and appropriate.
8. Other policies and procedures related to compliance with the provisions of the OMB Compliance Supplement are included within this manual in the section titled "Equipment and Real Property Management".

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Long-term Debt

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The following provisions will govern the issuance of long-term debt (including, but not limited to: bonds and notes payable, capital assets, installment purchase agreements, and compensated absence):

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- None.

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. Compensated absences payable for earned but unused sick and vacation time, as provided for in bargaining agreements, will be recorded as a liability. Such accruals will be limited to the maximum payout based on these policies. A certain amount will be designated as current each year, based on management's estimate.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Grant Administration

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1. Grant Development, Application, and Approval -

- a. Legislative Approval - The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by "an individual authorized by the legislative body", then Board approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the Executive Director may, at his or her discretion, approve grant applications.
- b. Matching Funds - Grants that require cash local matches must be coordinated through the Central Office. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. (For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted?)

Refer to the section within this manual titled "Matching, Level of Effort, and Earmarking" for additional information on compliance with the provisions of the OMB Compliance Supplement.

- c. Grant Budgets - Most grants require the submission of an expenditure budget. The approved grant budget should be provided to the City Finance Department for input into the financial account system.

2. Grant Program Implementation -

- a. Notification and Acceptance of an Award - Official notification of a grant award is typically sent by a funding agency to the program director and/or other official designated in the original grant proposal. However, the authorization to actually spend grant funds is derived from the Board through the approval of a grant budget.

Adoption of the grant budget as a component of the Transit-wide operating budget is deemed to be sufficient approval.

- b. Establishment of Accounts - When a new grant award is received, the Executive Director will provide the City Finance Department with information needed to establish revenue and expense accounts for the project. Ordinarily, this information will include a copy of a summary of the project and a copy of the full project budget.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Grant Administration

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- c. Purchasing Guidelines - All other Transit purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements apply. All normal staff approvals apply.

3. Financial and Budgetary Compliance -

- a. Monitoring Grant Funds - Individuals may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures and budgetary compliance. The City Finance Department maintains all this information in the general ledger (the Transit's accounting system) as well, and this is considered to be the Transit's "official" accounting system by the granting agencies.
  - b. Fiscal Years - Occasionally, the fiscal year for the granting agency will not coincide with the Transit's fiscal year. This may require adjustments to the Transit's internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the Executive Director to bring such discrepancies to the attention of the City Finance Department at the time the grant accounts are established.
  - c. Grant Budgets - When the general ledger accounting structure for a grant is designed, it will include the budget that was prepared when the grant application was submitted. The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Transit be authorized to exceed the total budget authority provided by the grant.
  - d. Ineligible Expense Calculation - To calculate the net eligible project costs for Operating Assistance, fare box revenues will be deducted from total expenses.
4. Other Guidelines - Specific information on policies and procedures related to compliance with the provisions of the OMB Compliance Supplement have been addressed later in this manual and should be considered along with the information in this section.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Year-end Closing and Reporting

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The following provisions will govern the year-end close-out process of the Transit for purposes of external financial reporting:

1. Accruals will be recorded as needed to ensure that revenues and expenditures are reported in the appropriate accounting period:
  - a. Accounts Payable Disbursements - Invoices for goods or services received during the previous fiscal year will be recorded as expense/accounts payable as of September 30. Such determinations will be made by the City Finance Department.
  - b. Prepays - Payments made prior to year-end that cover goods or services to be received in a future period will be recorded as prepaid items as of September 30.
  - c. Inventory - Inventory will be counted as close as possible to Fiscal Year End. Amounts will be valued at current cost and provided to the Municipal Accountant I for review and adjustment in the general ledger.
  - d. Receivables - General - Cash received after year-end for which a good or service was provided during the previous fiscal year will be recorded as revenue/accounts receivable. All such adjustments will be supported by appropriate documentation, such as remittance advices or dated subledgers.
  - e. Receivables - Grant - After all year-end expense accruals have been recorded, an entry will be recorded for the difference between grant expenditures and related grant receipts as of Fiscal Year End as revenue/grants receivable. Grant receivables will only be recorded to the extent that sufficient amounts remain in the grant award.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Year-end Closing and Reporting (Continued)

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5. The preparation of the year-end financial statements in accordance with GAAP will be outsourced to the independent external auditors, based on the Transit's trial balance. The draft financial statements provided by the auditors will be reviewed in detail by the Executive Director and the Municipal Accountant I, along with any audit-proposed journal entries, to ensure that the audited financial statements agree to the Transit's books and records.

Refer to the policy on "audits" within this manual for further information on audit requirements and related Transit policies.

6. To the extent that the Transit is required to have a single audit completed in accordance with 2 CFR 200, the Transit will accumulate the information necessary to prepare a schedule of expenditures of federal awards (SEFA or the "schedule") in accordance with Federal and State requirements. This schedule will be characterized as follows:
- a. The schedule will include all federal financial assistance, including: grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance, or direct appropriations. Amounts will be reported whether received directly from the Federal government or through a pass-through agency (given that the Transit is determined to be a subrecipient and not a vendor).
  - b. Non-cash assistance will be identified as such in the schedule.
  - c. The schedule will be prepared on the same basis of accounting as the related financial statements.
  - d. Federal awards will be grouped based on Federal awarding agency. Each Federal award with current expenditures will be listed along with its CFDA number, pass-through grantor name (if applicable) and award/pass-through grantor number (if applicable). Such information will agree to the award documentation.
  - e. If the CFDA number of a Federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related Federal agency, followed by "UNKNOWN".
  - f. To the extent that amounts are passed-through to subrecipients, such amounts will be identified on the face of the Schedule by award number.
  - g. To the extent that a separate line item is included in the financial statements for Federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.



Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Year-end Closing and Reporting (Concluded)

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- h. The footnotes to the schedule will disclose the significant accounting policies used in preparing the schedule.
- i. The footnotes to the schedule will disclose the method of charging indirect costs to federal awards (if applicable).

**Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Financial Management Systems  
Annual Audit**

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Every Michigan government must have a financial statement audit completed each year by a certified public accounting firm.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- None

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. The Transit will have a financial statement audit completed annually as of its fiscal year ended September 30.
2. An adequate written agreement (the “engagement letter”) will be signed by the Transit and its independent auditors. It will contain information on: period to be audited, support to be provided, reporting requirements, fees, time requirements, contractual information, and a statement that the engagement is intended to meet governmental oversight agencies’ requirements (2 CFR 200, GAAS and GAS). A copy of the engagement letter will be provided each year to the Board.
3. The Executive Director shall be responsible for overseeing the process of preparing for the annual audit. In order to minimize errors in this process, all audit schedules and workpapers should be reviewed by an individual other than the preparer.
4. To the extent that expenditures of federal awards equal or exceed \$750,000, the Transit will also have a single audit completed in accordance 2 CFR 200. Refer to the section of this manual titled “Year-end Closing and Reporting” for information on the schedule of expenditures of federal awards.
5. The audit will be submitted electronically to the Michigan Department of Treasury on or before the statutory deadline. The electronic submission will be performed by the Transit’s independent auditors.
6. If a single audit is conducted, the data collection form and reporting package will be submitted electronically to the Federal Audit Clearinghouse as a joint effort between the Transit and its independent auditors.

# Macatawa Area Express Transportation Authority

## Policies and Procedures - Federal Awards Administration

### OMB Compliance Supplement

### General Information

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Source of Information - Each year the Federal government (Office of Management and Budget) issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this manual.

The following pages document the policies and procedures of the Transit related to compliance with such procedures, as applicable. In each year that the Transit is subject to a single audit, applicable compliance requirements are expected to be tested in detail by the Transit's independent auditors.

Objectives - The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the Transit have been based on the generic sense of the compliance requirement. For selected compliance requirements, this manual addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intention of the Transit that all Federal awards are subject to the following policies and procedures.

Controls over Compliance - In addition to creating policies and procedures over compliance with provisions of Federal awards, the Transit has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. In order to document these control activities, all independent reviews are signed/initialed and dated.

Documentation - The Transit will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the Transit's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- None

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Activities Allowed/Unallowed and Allowable Costs/Cost Principles

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Source of Governing Requirements - The requirements for activities allowed or unallowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The requirements for allowable costs/cost principles are contained in 2 CFR 200, subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for the development and submission of indirect (facilities and administration (F&A)) cost rate proposals and cost allocation plans (CAPs) are contained in 2 CFR part 200 Appendix X.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. All grant expenditures will be in compliance with the Uniform Guidance. State law, Transit policy, and the provisions of the grant award agreement will also be considered in determining allowability. Grant funds will only be used for expenditures that considered reasonable and necessary for the administration of the program.
2. Grant expenditures will be approved by Executive Director initially through the purchase order process, and again with the bill or invoice is received. This will be evidenced by signature or initials and date on the invoice. Accounts payable disbursements will not be processed for payment by the City Finance Department until necessary approval has been obtained.
3. Payroll costs will be documented in accordance with the Uniform Guidance as described in the section of this manual titled "Payroll and Timekeeping".
4. The Transit will be permitted to charge indirect costs to federal grants at either (1) the federally negotiated indirect cost rate (if one exists) or (2) the de minimis rate of 10 percent. The selected rate will be applied to Modified Total Direct Costs (MTDC).

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Cash Management

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Source of Governing Requirements - The requirements for cash management are contained in 2 CFR §200.305, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. Currently, all of the Transit's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency. The Transit will continue to monitor new grant agreements, and will follow the method of cash management (e.g. reimbursement basis, advances, etc.) as prescribed within the grant agreement.
2. Cash draws will be initiated by Municipal Accountant I who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.
3. Each cash draw will be reviewed by City Finance Director who will sign/initial and date the paperwork as evidence of the review.
4. The physical draw of cash will be processed through the means prescribed by the grant agreement for other awards by the Municipal Accountant I.
5. A copy of the cash draw will be filed along with the approved paperwork described above and retained for audit purposes.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Eligibility

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Source of Governing Requirements - The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

This requirement has not historically been applicable to any of the Federal grants of the Macatawa Area Express Transportation Authority. Grant administrators are aware of existence of such compliance requirements and will monitor grant agreements for any change in applicability. Formal policies and procedures will be developed, as needed, to meet changes in circumstances.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Equipment and Real Property Management

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Source of Governing Requirements - The requirements for equipment and real property are contained in 2 CFR section 200.313 (equipment), 2 CFR section 200.311 (real property), 48 CFR section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- *Procedures for Disposition of Any Federally and State Funded Equipment* dated July 20, 2004 (as amended)

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. All equipment will be used in the program for which it was acquired or, when appropriate, other Federal programs.
2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Executive Director will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.
3. Equipment records will be maintained, a physical inventory of equipment shall be taken, and an appropriate system shall be used to safeguard equipment, as described in the section of this manual titled "Capital Assets".

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Matching, Level of Effort and Earmarking

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Source of Governing Requirements - The requirements for matching are contained in 2 CFR section 200.306, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

Macatawa Area Express Transportation Authority defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the OMB Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually non-Federal) of a specified amount or percentage to match Federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-Federal or Federal sources for specified activities to be maintained from period to period, and (c) Federal funds to supplement and not supplant non-Federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount or percentage of the program’s funding that must/may be used for specified activities, including funds provided to subrecipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. Compliance with matching, level of effort, and earmarking requirements will be the responsibility of the Executive Director.
2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to entity administration, auditors, and pass-through or grantor agencies, as requested.



Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Period of Performance

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Source of Governing Requirements - The requirements for the period of performance are contained in 2 CFR section 200.71 (definition of "obligations"), 2 CFR section 200.77 (definition of "period of performance"), 2 CFR section 200.309 (period of performance), 2 CFR section 200.343 (closeout), program legislation, Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or pass-through grantor agency).
2. All obligations will be liquidated not later than 90 days after the end of the funding period (or as specified by program legislation).
3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval as part of payment processing.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Procurement, Suspension and Debarment

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Source of Governing Requirements - The requirements that apply to procurement under grants and cooperative agreements are contained in 2 CFR sections 200.317 through 200.326, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The requirements for nonprocurement suspension and debarment are contained in OMB guidance in 2 CFR part 180, which implements Executive Orders 12549 and 12689, "Debarment and Suspension;" Federal awarding agency regulations in Title 2 of the CFR adopting/implementing the OMB guidance in 2 CFR part 180; program legislation; and the terms and conditions of the award.

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- *Purchasing and Procurement Policies* (Buy America Act)
- *Purchasing and Procurement Policies* (Government-wide Debarment and Suspension)
- *Federal Transit Administration Best Practices Procurement Manual*

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. Purchasing and procurement related to Federal grants will be subject to the general policies and procedures of the Transit (described in the section of this manual titled "Purchasing and Procurement").
2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis of contract price.
3. Procurement will provide for full and open competition.
4. The Transit is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

"Covered transactions" include those procurement contracts for goods and services awarded under a nonprocurement transaction (i.e., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. All nonprocurement transactions (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Procurement, Suspension and Debarment (Concluded)

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5. The Transit will include a suspension/debarment clause in all written contracts in which the vendor/contractor will certify that it is not suspended or debarred. The contract will also contain language requiring the vendor/contractor to notify the Transit immediately upon becoming suspended or debarred. This will serve as adequate documentation as long as the contract remains in effect.
6. When a vendor/contractor is expected to be paid federal funds of \$25,000 or more in a given fiscal year and a written contract does not apply, the Executive Director will be responsible for conducting a search of the entity name on the federal excluded parties databases at [www.sam.gov](http://www.sam.gov). A screen shot will be printed for the procurement file as evidence of this process.
7. As an alternative to the procedures above, the Transit may request that the vendor/contractor sign a certification regarding suspension and debarment. The certification will be deemed to remain in effect unless notified otherwise by the vendor/contractor. A sample suspension/debarment certification form is included in the appendix to this manual.
8. If a vendor is found to be suspended or debarred, the Transit will immediately cease to do business with this vendor.
9. Executed contracts, suspension/debarment certificates and procurement files will be retained and filed by the Executive Director.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Program Income

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Source of Governing Requirements - The requirements that apply to program income are contained in 2 CFR section 200.80 (definition of "program income"), 2 CFR section 200.307 (program income), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.
2. Macatawa Area Express Transportation Authority will allow program income to be used in one of three methods:
  - a. Deducted from outlays
  - b. Added to the project budget
  - c. Used to meet matching requirements

Absent specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same program code as the Federal grant.
4. Fares will be determined and adjusted only by the Board.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Reporting

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Source of Governing Requirements - Reporting requirements are contained in the following documents: Financial reporting, 2 CFR section 200.327; Monitoring and reporting program performance, 2 CFR section 200.328; Program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, the Macatawa Area Express Transportation Authority has implemented the following policies and procedures:

1. Reports will be submitted in the required frequency and within the required deadlines.
2. Reports will be completed using the standard forms (as applicable) and method of delivery (i.e., e-mail, grantor website, postal service, etc.).
3. Regardless of the method of report delivery, a copy of the submitted report will be retained along with any documentation necessary to support the data in the report. The report will evidence the date of submission in order to document compliance with timeliness requirements.
4. Financial reports will always be prepared based on the general ledger using the required basis of accounting (i.e., cash or accrual). In cases where financial data is tracked outside of the general accounting system (such as in spreadsheets or paper ledgers), this information will be reconciled to the general ledger prior to report submission.
5. Preparation of financial reports will be the responsibility of Municipal Accountant I. Any program related data such as mileage/ridership information will be the responsibility of the Executive Director.
6. ***Recommend Control:*** All reports (whether financial, performance, or special) must be reviewed and approved by a knowledgeable administrator or Board member prior to submission. Both the preparer and reviewer will sign and date the report and retain this documentation.
7. Copies of submitted reports will be filed with supporting documentation and any follow-up correspondence from the grantor or pass-through agency. Copies of all such reports will be made available to entity administration, auditors, and pass-through or grantor agencies, as requested.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Subrecipient Monitoring

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Source of Governing Requirements - The requirements for subrecipient monitoring for the subaward are contained in 31 USC 7502(f)(2) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)), 2 CFR sections 200.330, .331, and .501(h); Federal awarding agency regulations; and the terms and conditions of the award.

This requirement has not historically been applicable to any of the Federal grants of the Macatawa Area Express Transportation Authority. Grant administrators are aware of existence of such compliance requirements and will monitor grant agreements for any change in applicability. Formal policies and procedures will be developed, as needed, to meet changes in circumstances.

Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
OMB Compliance Supplement  
Special Tests and Provisions

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Source of Governing Requirements - The laws, regulations, and the provisions of contract or grant agreements pertaining to the program

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- *Purchasing and Procurement Policies (Buy America Act)*
- *Federal Transit Administration Best Practices Procurement Manual*

**Additional Policies and Procedures.** The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict the Board policies listed above:

1. The Executive Director will be assigned the responsibility for identifying compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation.
2. Davis-Bacon Act:
  - a. The Executive Director is responsible for identifying when Davis-Bacon Act requirements apply to a grant.
  - b. When requesting bids or proposal for such projects, the RFP/solicitation for bid will clearly state the applicability of the Davis-Bacon Act.
  - c. The Executive Director will be responsible for obtaining weekly certified payrolls from vendors and subcontractors.
  - d. The Executive Director, at his/her discretion, will be permitted to conduct surprise interviews of employees of contractors and subcontractors at job sites in order to verify the accuracy of data submitted in the certified payrolls.

## Macatawa Area Express Transportation Authority Policies and Procedures - Federal Awards Administration Conflict of Interest

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Transactions involved Federal awards are subject to all conflict of interest policies, as applicable:

**Board Policies.** The following policies have been separately reviewed and approved by the Board, and are incorporated here by reference:

- Employee Manual Section 104, *Business Ethics and Conduct*
- Employee Manual Section 105, *Family Relationships in the Workplace*
- Employee Manual Section 108, *Conflicts of Interest*
- *Purchasing and Procurement Policies*



Macatawa Area Express Transportation Authority  
Policies and Procedures - Federal Awards Administration  
Records Retention

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The majority of the Transit's financial records are maintained by the City of Holland through the contractual arrangement. Accordingly, the Transit will abide by the separately issued records retention policy of the City.

## Macatawa Area Express Transportation Authority-Policies and Procedures for ECHO (Electronic Clearing House Operation)

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The Municipal Accountant runs a quarterly financial report to identify all FTA grant eligible purchases made within the quarter. For operating assistance, the worksheet listed in Appendix D is completed. For capital assistance, actual invoices are printed. Grant spreadsheets are then updated by line item which match the line items in the grants. The ECHO cover page is then prepared. An example of the ECHO cover page is provided as Appendix E. The ECHO Coverpage, spreadsheet (if operating assistance is part of the ECHO drawdown) the spreadsheets, and the invoices are given to the Finance Manager for his/her review approval. He/she then signs the ECHO cover page. The Municipal Accountant then completes the drawdown and obtains a confirmation number from FTA. This confirmation number is recorded on the ECHO cover pages. The ECHO cover page with the confirmation number is then forwarded to the FTA Region V office.

## Procedures for Reviewing, Submitting and Validating FFR Data

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### Reviewing

1. Scheduled quarterly meetings for the 2<sup>nd</sup> week after the quarter ends in order to confirm reconciliation of credit card purchases and procurements - as well as to review and discuss the MPR/FFR submittals
2. MAX will code all purchases to the appropriate grant and enter this information into the financial accounting system at the time of purchase order entry. The system generated Open Purchase Order report will report unliquidated obligations originating from open purchase orders. Any other unliquidated obligations from credit card purchases or expenses that have been committed but not yet entered as a purchase order will be manually tracked by MAX grant personnel. The reports will be reviewed by City of Holland and MAX at the quarterly meeting. This tracking mechanism will be more effective to identify and correct any discrepancies well before reports are to be submitted.
3. We now have an internal process to submit the MPRs/FFRs the 3<sup>rd</sup> week after the quarter ends. This will provide ample time for any questions to be resolved earlier in the month.

### Submitting and Validating FFR Data

After all quarterly ECHO drawdowns are completed the Municipal Accountant can prepare the Federal Financial Reports (FFR's). Print out the detailed grant spreadsheet to use as a reference. Then update the FFR template (attached as Appendix F). Make sure that lines 1-8 are correct, those are setup when new grants are received. Then update lines 9 and 10 a-m:

Line 9 - Reporting Period End Date - The last day in the reporting cycle (quarterly or annually) **Reports are due within the 30 days of the end of the reporting period.**

#### Federal Cash (Lines 10 a-c)

Line 10 a - Cash Receipts - Total amount of Federal Share for the life of the grant. On the first drawdown this will just be the federal share and every drawdown after just add the quarterly amounts to have a running total.

Line 10 b - Cash Disbursements- All the federal share of the money that has been paid out to the vendors for invoices relating to the grant.

Line 10 c - Cash on Hand - Formula in this cell, line 10 a minus 10 b.

#### Federal Expenditures and Unobligated Balance (Lines 10 d-h)

Line 10 d -Total Federal Funds Authorized - Total Federal Fund authorized for the grant. Will match Federal Budget Grand Total line on detailed grant spreadsheet.

Line 10 e - Federal Share of Expenditures - Total Federal Share of Expenditures to date. You can verify this by using Federal Budget Grand Total and subtracting out the Federal share of any outstanding purchase orders and the Federal remaining budget amount.

Line 10 f - Federal Share of unliquidated obligations - This is the amount of any outstanding purchase orders. On the detailed grant spreadsheet any open purchase orders will have the purchase order number left behind it in the description.

Line 10 g - Total Federal Share - Formula in this cell, line 10 e minus 10 f. This will match the life of grant Federal Grand Total on the detailed grant spreadsheet.

Line 10 h - Unobligated balance of Federal Funds - Formula in this cell line 10 d minus line 10g. This will be the remaining budget Federal Grand Total on the detailed grant spreadsheet.

#### Recipient Share (Lines 10 i-m)

Line 10 i - Total Recipient Share required - Total State/Local Funds authorized for the grant. Will match State Budget Grand Total on the detailed grant spreadsheet.

Line 10 j - Recipient Share of Expenditures - Total State/Local share of expenditures to date. You can verify this by taking the State Budget Grand total and subtracting out the State share of any outstanding purchase orders and the State remaining budget amount.

Line 10 k - Recipient Share of unliquidated obligations - This is the amount of any outstanding purchase orders. On the detailed grant spreadsheet any open purchase orders will have the purchase order number left behind it in the description.

Line 10 l - Total Recipient share - Formula in this cell, line 10 j minus 10 k. This will match the life of grant State Grand Total on the detailed grant spreadsheet.

Line 10 m - Remaining recipient share to be provided - Formula in this cell, line 10 i minus 10 l. This will be the remaining budget State Grand Total on the detailed grant spreadsheet.

Once everything balances between the FFR template and the detailed grant spreadsheet the Municipal Accountant prints out the FFR template and signs on line 13 b and puts the date the report is created in line 13 g. Then the detailed grant spreadsheet and the FFR template goes to the Assistant Finance Director for review. After the Assistant Finance Director reviews and approves the FFR template he/she signs on line 13 d and puts the date of review on line 13 h and returns the paperwork back to the Municipal Accountant for input into the TrAMS database.

Inputting the information into the TrAMS database: When the reports are available for submission you will receive an email from Appian saying that a task was assigned (Reports are only available for 30 days after the end of the reporting period). When you log on to the TrAMS database go into Tasks and selected the Grant number and the FFR that you would like to complete. On the "Federal Financial Report (FFR) / Input FFR Values" page there are only 7 fields that you can input numbers for, the rest of the fields are formulas. You are allowed to enter in the amounts for "this period" in lines A, B, C, F, G, I and J.

Line A - Federal Cash on Hand at Beginning of Period - This should always be 0. We don't do a drawdown before the invoice is paid. We should never have any Federal cash on hand.

Line B - Federal Cash Receipts - This will be the amount in line 10 a on the FFR template and the amount of all Federal invoices that have been processed for the period.

Line C - Federal Cash Disbursements - This will be the amount in line 10 b on the FFR template and the amount of all Federal invoices that have been paid for the period.

Line F - Federal Share of Expenditures - This will be amount of Federal expenditures that have been processed for the period.

Line G - Recipient Share of Expenditures - This will be the amount of State expenditures that have been processed for the period.

Line I - Federal Share of Unliquidated Obligations - This will be Federal amount of any outstanding purchase orders. This will be line 10 f on the FFR template.

Line J - Recipient Share of Unliquidated Obligations - This will be State amount of any outstanding purchase orders. This will be line 10 k on the FFR template.

After these numbers are entered into the fields hit the Calculate Totals button on the bottom of the page. This will generate cumulative totals for the line items. Once this is done you can verify the calculated totals in lines E, F, G, L, M, N and O match with the totals on the FFR template.

Line E - Total Federal Fund Authorized matches line 10 d.

Line F - Federal Share of Expenditures matches line 10 e.

- Line G - Recipient Share of Expenditures matches line 10 j.
- Line L - Total Federal Share matches line 10 g.
- Line M - Unobligated Balance of Federal Funds matches line 10 h.
- Line N - Total Recipient Share Required matches line 10 i.
- Line O - Remaining Recipient Share to be provided matches line 10m.

Once you make sure that everything in the TrAMS database matches your FFR template report click on the Continue to Submission button the bottom of the page. The next page is titled "Federal Financial Report (FFR) / Submit FFR". Verify the information in the top 4 sections that are titled "Recipient Summary", "Award Summary", "Federal Financial Report Summary" and "Status Log" this information is generated by the system (these can only be changed on the "Federal Financial Report (FFR) / Input FFR Values" page). In the last section titled "Recipient Remarks" describe what has happened regarding the grant status during the period (i.e. how many invoices have been paid, if operating assistance was included, etc.). Once that is completed click on the Submit to FTA button. The next screen will show a success message if everything went through. Either print the page or do a screen shot of the page for your records. Once the report is submitted print out a copy and attach it to the signed FFR template and the detailed grant spreadsheet. On the FFR template write in the date submitted on line 13 i and put the report packet in the grant folder.

Pre-Award and Post Delivery Requirements for Rolling Stock (Buses)

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The purchase of rolling stock has certain requirements by the Federal Transit Administration. Many certifications and assurances are required beyond those listed in the Procurement Policy. Prior to award of the contract, the following are required:

- Pre-Award Buy America Audit and Certification.
- Pre-Award Purchaser's Certification
- Pre-Award FMVSS Certification
- Pre-Award Audit Checklist
- Pre-Award Bid Specification and Audit Certification
- Post-Award Buy America Audit and Certification
- Post-Award Purchaser's Certification
- Post Award FMVSS Certification
- Post-Award Audit Checklist
- Post Award Bid Specification and Audit Certification

Examples of these certifications can be found in Appendix F-O.

## Program of Projects

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On an annual basis, MAX will make available to the public information concerning the amount of funds available under the Section 5307 and Section 5339 program and the Program of Projects (POP) that MAX proposes to undertake with such funds. The POP is developed in consultation with interested parties, including private transportation providers, human services organizations, other transit operators representing the employment-related transportation needs or welfare recipients or low-income individuals. The POP will be published in such a manner as to afford affected citizens, private transportation providers, representatives of welfare recipients or low income individuals, and as appropriate, local elected officials reasonable and adequate opportunity to examine the proposed program of projects and to comment on it and on the performance of MAX.

An opportunity will be provided for a public hearing to obtain the views of citizens on the proposed POP. If no public hearing is requested or no comments received, the proposed POP will become the final POP.

Macatawa Area Express Transportation Authority  
Policies and Procedures – Federal Awards Administration  
Appendix

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Appendix A - Certification Regarding Suspension/Debarment

Appendix B - Sole Source Vendor Justification Form

Appendix C - Receipt Exception Form

Appendix D- FTA Operating Assistance Calculation

Appendix E- Sample of ECHO Cover page.

Appendix F- Pre-Award Buy America Certification

Appendix G- Pre-Award Purchaser's Certification

Appendix H- Pre-Award FMVSS Certification

Appendix I- Pre-Award Audit Checklist

Appendix J- Pre-Award Bid Specification and Audit Certification

Appendix K- Post Award Buy America Certification

Appendix L- Post Award Purchaser's Certification

Appendix M- Post Award FMVSS Certification

Appendix N- Post Award Audit Checklist

Appendix O- Post Award Bid Specification and Audit Certification

## Certification Regarding Suspension and Debarment

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By signing below, I agree that my company/organization of any of its principals, personnel, division or affiliates presently or in the past have not been debarred or suspended from entering into contracts with any federal, state or local governmental entity.

The company/organization has not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The company/organization is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local).

The company/organization has not had one or more public transactions (Federal, State or local) terminated for cause or default.

The certifications made in this statement are deemed to be valid as long as the company/organization continues to conduct business transactions with the Macatawa Area Express unless notification is made in writing to the Transit. The company/organization will notify the Transit immediately if any of the certifications made in this statement become invalid.

Company/Organization Name: \_\_\_\_\_

Certification Made by (Name and Title): \_\_\_\_\_

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



## Sole Source Vendor Justification Form

It is the policy of the Macatawa Area Express to provide for full and open competition in the procurement of goods and services. In certain situations, a purchase may only be available from a single source. In such instances, this Sole Source Vendor Justification Form is prepared in order to document the facts and circumstances and support the exception to the Transit's standard purchasing and procurement policies.

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

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

Description of Purchase: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for Sole Source  
Purchase:

- ☐ The product/service meeting the Transit's specifications is only available from one source
- ☐ The purchase is for additional quantities of an item already used by the Transit
- ☐ The product or service is specifically required under provisions of a contract or grant agreement (describe in detail): \_\_\_\_\_
- \_\_\_\_\_
- ☐ Other (describe in detail): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Name of Individual  
Completing Form: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Individual  
Approving Sole Source  
and Authorizing Purchase: \_\_\_\_\_ Date: \_\_\_\_\_

## Employee Expense Report Receipt Exception Form

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It is the policy of the Macatawa Area Express Transportation Authority (the "Transit") to require employees to submit receipts for all expenses (excluding mileage) being claimed for reimbursement. If an employee is unable to provide a receipt for a claimed reimbursement, the following form should be attached to the expense report in lieu of the receipt.

Employee Name: \_\_\_\_\_

Amount Claimed for Reimbursement  
Without Receipt: \_\_\_\_\_

Reason for not Providing Receipt: \_\_\_\_\_

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My signature certifies that I have incurred the expense reported above using personal funds as part of my job duties at the Transit.

Employee Signature: \_\_\_\_\_

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

Supervisory Approval: \_\_\_\_\_

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

## Federal Transit Administration Worksheet for Operating Assistance

### Total Expenses

50101-200 Operators Salaries & Wages  
 50102-100 ~~Other Salaries & Wages - Board of Directors~~  
 50102-110 Other Salaries & Wages - Executive Office  
 50102-120 Other Salaries & Wages - Finance Office  
 50102-130 Other Salaries & Wages - Transportation Admin  
 50102-140 Other Salaries & Wages - Maintenance Admin  
 50102-145 Other Salaries & Wages - Maint. Inventory  
 50102-160 Other Salaries & Wages - Human Resources  
 50102-220 Other Salaries & Wages - Maint. Operations  
 50102-240 Other Salaries & Wages - Non-Vehicle Maint.  
 50103-135 Dispatchers Salaries & Wages  
 50200-XXX to 50215-XXX Fringe Benefits  
 50303-XXX News Advertising  
 50306-XXX Printing & Publishing  
 50308-XXX - 50392-XXX Repairs & Maintenance  
 50393-XXX Uniform/ Cleaning  
 50395-XXX Random Testing  
 50397-XXX Towing & Road Calls  
 50398-XXX Outside Services  
 50399-160 Legal Services  
 50400-200; 50402-XXX to 50410-111 Operating Supplies & Services  
 50500-120 - 50502-120 Utilities  
 50503-170 Telecommunications  
 50705-XXX to 50715-XXX Service Fees  
 50603-200 Liability Insurance  
 50200-120 Purchased Services  
 50903-110 Association Dues  
 830-000 | 50401-XXX Prepaid - Fuel Inventory  
 8010-000 Prepaid - Repairs

### Ineligibility Justification

2 CFR Part 225, Appendix B to Part 225

19. General government expenses.

28. Memberships, subscriptions, and professional activity costs.

Total Expenses	\$	-	1
Ineligible Expenses	\$	-	2
Eligible Operating Expenses (1-2)	\$	-	3
Revenue			4
Net Project Cost	\$	-	5
Local Share			6
Net Expenses	\$	-	7
Maximum FTA Share (If local share is < 50% Net Project Cost, FTA match \$ for \$. If local share is > 50% FTA will pay line 7.)	\$	-	8
FTA Funds Requested	\$	-	9

### Approval by Governing Board

The Macatawa Area Express Board of Directors hereby approves revision dated November 19, 2019 of the Federal Award Administration Policies and Procedures Manual at the Board meeting held on day 27 of January, 2020.

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Russell TeSlaa, Board Chairman - Macatawa Area Express



# **Vehicle & Equipment Maintenance Policy & Procedures Manual**

(Draft 08/28/2023 for Review and Approval)

## TABLE OF CONTENTS

A. Policy Statement .....	3
B. Written Standards of Conduct .....	3
C. History of Macatawa Area Express .....	3
D. Description of Current System .....	4
E. Maintenance and Reliability .....	5
F. Preventive Maintenance Vehicle Inspections & Compliance .....	6
G. Warranty Procedure .....	7

### Appendices

Appendix A – Sample Bus Inventory

Appendix B – Monthly Maintenance Report

Appendix C – Maintenance Strategy

## A. Policy Statement

The Macatawa Area Express will ensure proper oversight of its maintenance contractor, the City of Holland Transportation Services unit, and demonstrate that preventive maintenance inspections are conducted a minimum of 80% on time, and maintenance activities are being carried out that meet FTA standards.

## B. Standards of Conduct

The FTA has directed MAX to provide a written maintenance report that includes oversight procedures, along with evidence of its implementation of maintenance standards compatible with FTA requirements. The ***Macatawa Area Express Vehicle & Equipment Maintenance Policy & Procedure Manual*** developed March 10, 2004 and updated January 23, 2023 will be followed to ensure that daily pre-trip inspections and scheduled preventative maintenance are occurring in accordance with manufacturers service intervals.

MAX Staff will implement oversight procedures, as directed by the FTA. Oversight of maintenance activities will ensure that federally funded vehicles, equipment, and facilities are in good operating condition. Oversight of the City of Holland Transportation Services Mechanics assigned to MAX vehicles will also ensure that ADA accessibility features on all vehicles, equipment, and facilities are kept in good operating order.

## C. History of Macatawa Area Express

The Macatawa Area Express (MAX) is a small urban transit system that has operated fixed bus routes and demand response service since 2000. Beginning as the City of Holland's "Dial-A-Ride" program in the 1970's, MAX began offering three fixed routes in 2000. An agreement was established with the City of Holland to contract vehicle maintenance services in 2004. The City of Holland and Holland Township formed a transit authority in 2006. The voters in those local jurisdictions approved a millage to support the MAX in November, 2006.

A five-year plan was adopted by the authority board in 2006. The plan called for expanding the fixed routes to seven routes and establishing a central transfer station where all buses converge hourly to simplify transfers. The expansion plan was the result of a two-year study of short and long-range transportation needs of the local area, along with recommendations for better meeting residents' needs for inexpensive, alternative transportation. Input also was sought from residents who represent the interests of current or potential system users.

The transit system is governed by an independent Authority formed under Public Act 196 on July 1, 2007, when the City of Holland transferred oversight to the Authority Board. On July 1, 2007, the transit authority assumed ownership and control of MAX and beginning in 2010 daily operations were managed in-house by MAX staff (providing drivers, dispatching, and telephone operators). In 2010, the fixed route system included 8 routes, running hourly. New bus stops were then added to routes 1, 2, 4, 5, 6, and 8. A "Twilight" service began operating on October 1, 2012 to serve 13.6 miles with a 50-minute loop from 7 – 10 p.m. Monday through Saturday.

## D. Description of Current System

The Macatawa Area Express (MAX) provides public transportation with fixed route services (Catch-A-MAX) serving the Cities of Holland and Zeeland as well as Holland Charter Township, and Zeeland Charter Township. Demand Response services are provided throughout the MAX service area. In 2017 MAX began a pilot project adding Demand Response services within Park Township. This increased the service area from 47.5 square miles to a total of 68.8 square miles. A current map of the MAX service area is located on the Macatawa Area Express website: <https://www.catchamax.org/routes-schedules/route-map/>

A summary of Macatawa Area Express services within the region is provided on the Federal Transit Administration website and offers an annual snap shot of passenger travel, ridership trends, and mileage: <https://www.transit.dot.gov/ntd/transit-agency-profiles/macatawa-area-express-transportation-authority>. This information is valuable to compare current maintenance services with previous years. MAX staff and City of Holland mechanics will review these annual benchmarks along with a current bus inventory in order to plan for future service improvements.



## E. Maintenance and Reliability

MAX contracts with the City of Holland to provide maintenance service for its entire fleet of vehicles. The City of Holland serves City vehicles as well as providing routine and preventive maintenance (PM) services for MAX's revenue fleet and service vehicles. Generally, the City assigns two (2) staff mechanics to MAX vehicles, but can assign more staff on an as-needed basis.

MAX is dedicated to providing safe, reliable vehicles and equipment for both its employees and customers. Written procedures have been established to obtain daily pre-trip inspections and scheduled preventative maintenance in accordance with manufacturers service intervals. Individual vehicle records are maintained by the City of Holland mechanics to document service intervals, repair control, parts control, warranty claims and equipment performance.

### Daily Inspections

Daily inspections for revenue vehicles are accomplished by having bus operators complete a daily pre-trip inspection report prior to the start of each shift. Daily inspection reports help to detect any visible problem or equipment malfunction. Fluid levels are also checked as part of the daily inspections. If a vehicle is found to have significant safety-related defects, it shall be scheduled for repair and fixed before it is used. The daily pre-trip inspections are also reviewed and used to schedule other needed repairs and maintenance.

### Routine Service and Maintenance Schedule

Mileage information is recorded weekly. The mileage report is used to schedule service and preventive maintenance. Engine oil, oil filter, chassis lubrication and wheelchair lifts/ramps are serviced every 5,000 miles. For revenue vehicle preventive maintenance reporting to FTA, PM shall be considered in accordance with the Vehicle Maintenance Plan provided it is conducted every 4,500 and 5,500 miles. Fuel filters are changed every 30,000 miles. Internal transmission filters are changed every 30,000 miles.

### Record Keeping

The MAX Operators Manager shall maintain adequate historical records for each of its revenue or support vehicles. Each individual record includes all daily inspections, scheduled routine service, checklists, and all work completed for the vehicle. Each vehicle file will substantiate that all maintenance is being performed to or above the manufacturer's recommended service intervals for the required categories and that daily and safety inspections are being performed. Work orders are kept electronically by the City of Holland mechanics.

## F. Preventive Maintenance Vehicle Inspections & Compliance

A sound preventive maintenance program will extend the vehicles' useful life and reduce the need for of unscheduled repairs. Below is a table which will be used to verify that preventative maintenance is occurring as noted in the ***Macatawa Area Express Vehicle & Equipment Maintenance Policy & Procedures Manual*** developed March 10, 2004 and updated January 23, 2023. The table notes the date when each inspection was accomplished and record the vehicle mileage (or hours) at the time of each inspection. Preventive maintenance records (manual or electronic) will be requested from the City of Holland Transportation Services Unit for vehicles sampled. Sampling will occur monthly to ensure that actual maintenance practices are consistent with the Vehicle Maintenance Plan.

### Inspecting Preventative Maintenance Reports

5,000 MILE PM SERVICE (FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 4,500 - 5,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal
30,000 MILE TRANSMISSION SERVICE (FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 - 33,000 Miles	Total Repair Orders	On Time Service	% of FTA Goal
30,000 MILE TO 45,000 MILE AIR FILTER CHANGES(FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 - 49,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal
5,000 MILE PM SERVICE (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 4,500 - 5,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal
30,000 MILE TRANSMISSION SERVICE (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 - 33,000 Miles	Total Repair Orders	On Time Service	% of FTA Goal
30,000 MILE TO 45,000 MILE AIR FILTER CHANGES (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	Operational Standards 27,000 - 49,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal

### Determining Compliance

MAX Staff will inspect preventive maintenance procedures on a monthly basis. Preventive maintenance inspections will be done by reviewing management reports and by reviewing records for a selected sample of FTA-funded vehicles.

Preventive maintenance inspections will be based on relative miles since the last inspection, and will allow for specific manufacturer recommendations, or vehicle age. MAX Staff will examine the preventive maintenance history for the preceding 12 months and review the sample preventive maintenance history to determine if fewer than 80 percent of the inspections for any mode or operation occurred on time. Quarterly written reports will also be prepared to summarize maintenance activities.

## E. Warranty Procedure

Working within the scope of the agreement between Macatawa Area Express (MAX) and City of Holland Transportation Department (City of Holland), the contracted mechanics may determine that an issue presenting itself on the vehicle and its consequential required repair fall within the terms of the vehicles warranty agreement. In response, the City of Holland will notify MAX of the suspected warranty issue and confirm that the warranty claim is valid, either through contacting the dealer (preferred) or the MAX Procurement Coordinator. After a warranty claim has been determined to be viable the mechanics will deliver the vehicle to a certified dealer for repair. The certified dealer will then charge back the original manufacture for all costs related to the repair of the warranty covered issue. The certified dealer is to provide an invoice of work completed; this invoice will be retained by MAX as proof of the work completed on the warranty claim. Note if the invoice is sent to the City of Holland, it is the City of Holland's responsibility to send the invoice to MAX within 30 days of initial receipt of the invoice.

## Appendix A - Sample Vehicle Inventory

Local #	Vehicle ID	Bus Size In Feet	Model	Bus Type	Seat QTY	Lift QTY	Model Year	Delivery Date	FTA Useful Life Years	Year Eligible For Replacement	FY Replacement Requested	Useful Miles	Mileage as of 10/1/2022
300	<a href="#">2C7WDGBG1DR651055</a>	16	Caravan	SmLghtDty-Vans	5	2	2013	3/29/2013	4	2017	2019	100,000	78,301
302	<a href="#">2C7WDGBG6HR802221</a>	16	Caravan	SmLghtDty-Vans	4	2	2017	12/13/2017	4	2021		100,000	40,612
321	<a href="#">4UZAACBW15CU82435</a>	29	Trolley	MedHvyDty	32	1	2004	8/2/2007	7	2014	2022	250,000	46,355
413	<a href="#">1GB6G5BG4C1197576</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2012	1/17/2012	7	2019	2019	250,000	252,995
415	<a href="#">1GB6G5BG9C1197234</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2012	12/17/2012	7	2019	2019	250,000	226,025
417	<a href="#">1GB6G5BG0D1115487</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2013	4/12/2013	7	2020	2021	250,000	262,047
418	<a href="#">1GB6G5BG7F1208204</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2015	8/21/2015	7	2022	2022	250,000	204,470
419	<a href="#">1GB6G5BG0F1206455</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2015	8/21/2015	7	2022	2022	250,000	215,634
505	<a href="#">15GGE2718G1093003</a>	29	GILLIG	MedDty	26	2	2016	3/4/2016	10	2026		500,000	206,907
506	<a href="#">15GGE271XG1093004</a>	29	GILLIG	MedDty	26	2	2016	3/4/2016	10	2026		500,000	208,872
507	<a href="#">15GGE2711G1093005</a>	29	GILLIG	MedDty	26	2	2016	3/4/2016	10	2026		500,000	220,221
508	<a href="#">15GGE2713G1093006</a>	29	GILLIG	MedDty	26	2	2016	3/4/2016	10	2026		500,000	224,757
509	<a href="#">15GGE2711K3093633</a>	29	GILLIG	MedDty	26	2	2019	1/7/2020	10	2030		500,000	61,187
510	<a href="#">15GGE2713K3093634</a>	29	GILLIG	MedDty	26	2	2019	1/7/2020	10	2030		500,000	70,194
511	<a href="#">15GGE2715K3093635</a>	29	GILLIG	MedDty	26	2	2019	1/3/2020	10	2030		500,000	62,456
512	<a href="#">15GGE2717K3093636</a>	29	GILLIG	MedDty	26	2	2019	1/7/2020	10	2030		500,000	61,015
513	<a href="#">15GGE2719K3093637</a>	29	GILLIG	MedDty	26	2	2019	12/26/2019	10	2030		500,000	67,048
701	<a href="#">1GB6GUBGOH1134640</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	172,465
702	<a href="#">1GB6GUBG4H1135709</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	176,925
703	<a href="#">1GB6GUBG2H1135000</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	181,565
704	<a href="#">1GB6GUBG2H1135931</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	03/01/2017	7	2024	2014 needs to be updated to 2024	250,000	169,301
705	<a href="#">1GB6GUBGOH1136050</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	178,618
706	<a href="#">1GB6GUBG3H1134759</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	180,709
707	<a href="#">1GB6GUBG4H1134415</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	175,788
708	<a href="#">1GB6GUBG3H1134292</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	171,855
709	<a href="#">1GB6GUBG3H1136348</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	172,190
710	<a href="#">1GB6GUBGOH1135514</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2017	3/1/2017	7	2024	2014 needs to be updated to 2024	250,000	169,645
711	<a href="#">1HA6GUBB8KN011728</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2020	2/19/2020	7	2027		250,000	64,908
712	<a href="#">1HA6GUBB0KN011805</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2020	2/19/2020	7	2027		250,000	64,043
713	<a href="#">1HA6GUBB7KN011896</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2020	2/19/2020	7	2027		250,000	60,008
714	<a href="#">1HA6GUBB7KN011770</a>	26	Chevrolet ARBOC	LghtDty-Cutaway	19	2	2020	2/19/2020	7	2027		250,000	61,681

## Appendix B - Sample Monthly Vehicle Inspection

5,000 MILE PM SERVICE (FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 4,500 -5,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal

30,000 MILE TRANSMISSION SERVICE (FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 -33,000 Miles	Total Repair Orders	On Time Service	% of FTA Goal

30,000 MILE TO 45,000 MILE AIR FILTER CHANGES(FY 2018 AND BEFORE)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 -49,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal

5,000 MILE PM SERVICE (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 4,500 -5,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal

30,000 MILE TRANSMISSION SERVICE (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	MAX Standards 27,000 -33,000 Miles	Total Repair Orders	On Time Service	% of FTA Goal

30,000 MILE TO 45,000 MILE AIR FILTER CHANGES (FY 2019 -through FY 2022)														
#	Service Date	Service Time	Service Code	Description	Total Cost	Total Hours	Service Cost	Work Order No.	Mileage at Service	Mileage Between Services	Operational Standards 27,000 -49,500 Miles	Total Repair Orders	On Time Service	% of FTA Goal

## Appendix C - Maintenance Strategy

Asset Category	Asset Class	Maintenance Activity	Frequency
Revenue Vehicles*	BU - Bus / CU - Cutaway	Wash / Clean & Vacuum	Daily / 2-3 Times per Week
		Pre-Trip Inspection	Daily
		Post-Trip Inspection	Daily
		Engine Oil, Oil Filter, Chassis Lubrication, PM Service	4,500-5,500 Miles
		Transmission Inspection / Serviced; Fluid / Filter Change	30,000 Miles
		Fuel Filters (Diesel Engines)	30,000 Miles
		Fuel Filters (Gas Engines - if Equiped w/an Inline Filter)	30,000 Miles
		Air Dryer Inspection / Filters Change	30,000 Miles
		ADA Ramps / Lifts Inspection	Daily / Serviced 5,000 Miles
Revenue Vehicles*	MV - Minivan	Wash / Clean & Vacuum	Daily / 2-3 Times per Week
		Pre-Trip Inspection	Daily
		Post-Trip Inspection	Daily
		Engine Oil, Oil Filter, PM Service	4,500-5,500 Miles
		Transmission Inspection / Serviced; Fluid / Filter Change	30,000 Miles
		ADA Ramps / Lifts Inspection	Daily / Serviced 5,000 Miles
Equipment**	Automobile	Wash, Clean & Vacuum	As needed
		Transmission Serviced	30,000 Miles
		Oil Change / PM Service	4,500-5,500 Miles
Equipment**	Truck or Other Rubber-Tired Vehicle	Wash, Clean & Vacuum	As needed
		Transmission Serviced	30,000 Miles
		Oil Change / PM Service	4,500-5,500 Miles
Facilities***	Passenger & Parking	Facility & Equipment Inspection	Monthly, Quarterly, Bi-Annual, Annual, & Semi-Annual
		SGR Facility & Equipment Inspection	Annual
Facilities***	Admin & Maintenance	Facility & Equipment Inspection	Monthly, Quarterly, Bi-Annual, Annual, & Semi-Annual
		SGR Facility & Equipment Inspection	Annual

\*Reference *Vehicle & Equipment Maintenance Policy & Procedures Manual ; Operations Policy & Procedure Manual ; MAX Transit Asset Management (TAM) Plan*

\*\*Reference *Equipment* section of the *MAX Transit Asset Management (TAM) Plan*

\*\*\*Reference *Facility Maintenance Plan ; MAX Transit Asset Management (TAM) Plan*

### Approval by Governing Board

The Macatawa Area Express Authority Board hereby approves the revisions to the Vehicle & Equipment Policy & Procedures Manual as written at the meeting held on day 28 day of August 2023.

The undersigned duly qualified member of the Macatawa Area Express Transportation Authority certifies the foregoing is true and correct copy of the Vehicle & Equipment Policy & Procedures Manual adopted by the Board at the meeting held on **August 28, 2023**.

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Russell TeSlaa – Macatawa Area Express Board Chairman



## **PURCHASING POLICY & MANUAL**

Issue Date:	February 8, 2007
Revised:	REV2—February 26, 2008
Revised:	REV3—January 27, 2014
Revised:	REV4—May 18, 2015
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Revised:	REV8—June 11, 2018
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Revised:	REV11—February 25, 2019
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## TABLE OF CONTENTS

Policy Statement .....	4
Written Standards of Conduct .....	4
Prohibition of Geographic Preferences.....	5
Splitting Invoices or Orders.....	5
Contract Administration .....	5
Requirement for Efficient & Economic Purchases .....	7
Requirement for Sound & Complete Agreement .....	8
Independent Cost Estimate (ICE) .....	8
Cost/Price Analysis.....	8
Purchase Orders (\$1,000 or more) .....	10
Petty Cash .....	10
Credit Card Use .....	10
Grant Funding Oversight Procedure .....	11
Micro-Purchases (\$9,999 and under) .....	12
Small Purchases (\$10,000 to \$50,000).....	13
Competitive Bid Method (\$50,000 or greater) .....	13
1. Request for Proposal/Invitation for Bid Process .....	13
2. Number of Bidders .....	14
3. DBE/Small Business Participation.....	14
4. Public Notice.....	15
5. Architectural & Engineering Purchases .....	16
6. Buy America.....	16
Sole Source—Non-Competitive Procurements .....	17
Prequalification System .....	19

Award of Single Bidder.....	19
Use of Options .....	20
Cost Plus Contracts—Prohibited.....	21
Use of Time & Materials Contracts—Restricted.....	21
Award of Contracts .....	21
Assignability Rights .....	21
Purchase Order Procedures .....	22
Emergency Purchases .....	22
Written Protest Procedures.....	22
Disposition of Buses & Equipment.....	23
APPENDIX A—FORMS	
1. Independent Cost Estimate (ICE) Form .....	26
2. Notice to Advance Procurement Form.....	27
3. Sole Source Justification Form.....	28
4. Bid Abstract Form .....	29
5. Notice of Award/Notice to Proceed .....	30
6. Cost/Price Analysis .....	31
APPENDIX B—FTA Required Clauses & Matrix .....	32
APPENDIX C—Estimate Guide.....	88
APPENDIX D—Procurement Checklist & Instructions.....	89
APPENDIX E—Guidelines .....	101
1. Required Purchasing Documentation.....	101
2. Evaluation & Selection Criteria.....	102
3. Full and Open Competition .....	103
4. DBE “Good Faith Efforts” .....	104

## **MAX PURCHASING POLICY**

### **POLICY STATEMENT**

It is the policy of the Macatawa Area Express Transportation Authority (MAX) to set forth standards and procedures for purchases of all sizes for the transit system that comply with sound financial management practices and FTA procurement guidelines. The Macatawa Area Express hereby self-certifies that its procurement system complies with Federal requirements for any FTA-assisted third-party contract the recipient undertakes and administers.

All procurements—whether sealed bid or negotiation and without regard to dollar value—shall be conducted in a manner that provides maximum open and free competition consistent with FTA Circular 4220.1F, "Third Party Contracting Guidance," FTA's Master Agreement, or the Uniform Guidance (also referred to as the "Super Circular," found at 2 CFR 200, replacing and superseding FTA's Common Grant Rules found at 49 CFR 18), FTA's Best Practices Procurement & Lessons Learned Manual (Oct. 2016), OMB Memorandum OM-18-18 (Jun. 2018), and the MAX Employee Handbook policies on "Employee Conduct & Work Rules" and "Conflict of Interest" governing employee conduct. Clear and accurate contract specifications will be used that do not unduly restrict competition and identify all requirements that offerors must fulfill and all factors to be used in evaluating bids or proposals. Awards will be made to the lowest responsive and responsible bidders, and sound business reasons documented if any or all bids are rejected.

MAX prohibits any arbitrary action in the procurement process (e.g. in the competitive selection of contractors) as well as any unreasonable requirements being placed on firms in order for them to qualify to do business (e.g. unnecessary experience and excessive bonding requirements). Also prohibited are any procurement practices, which give in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where Federal statutes expressly mandate or encourage geographic preference. This policy does not preempt State licensing laws.

### **WRITTEN STANDARDS OF CONDUCT**

MAX employees, officers, agents (e.g. City of Holland or other appointed agents acting on behalf of MAX's interest), immediate family members, and committee or Board members are prohibited from: participating in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent is involved; and soliciting or accepting gifts, gratuities, favors or anything of consequential value from current or potential contractors or parties to sub agreements that could influence purchasing decisions. As outlined in the MAX Employee Handbook, procurement personnel must disclose any potential conflicts of interest to the MAX Director.

MAX employees or agents with a potential conflict of interest shall remove themselves from the procurement in question. To the extent permitted by state or local laws or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation

of such standards by any MAX employees, officers, agents, or by contractors or subrecipients or their agents.

Small items customarily provided in the course of daily work, such as a cup of coffee or soda, a modest lunch, or box of holiday candy are not considered of significance or value to be construed as presenting a conflict of interest or having unduly influence over purchasing decisions if offered by a current or potential contractor.

### **PROHIBITION OF GEOGRAPHIC PREFERENCES**

If all bids received are for the same total amount or unit price, quality and service being equal, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public. The use of statutorily or administratively imposed local or in-state geographical preferences in the evaluation of bids and proposals for FTA funded contracts is prohibited; geographic locations may be included in the selection criterion in procurements for architectural and engineering services, provided an appropriate number of qualified firms—given the nature and size of the project—are available to compete for the contract. MiDeal contracts may be considered for revenue vehicles only. Non-revenue vehicles, tires, computers and other items is prohibited.

### **SPLITTING INVOICES OR ORDERS**

The splitting of orders or invoices to avoid certain purchasing thresholds and requirements is prohibited.

### **CONTRACT ADMINISTRATION**

MAX defines contract administration as the process or system of processes used to ensure contractors and firms perform in accordance with the terms, conditions, and specifications of their respective awarded contracts or purchase orders. The accepted overall performance of contractors or firms will be a factor in subsequent contract negotiations and award. Remedial action by MAX through legal processes shall be considered in instances of identified significant nonperformance. The following paragraphs of this section describe the specific tasks assigned to personnel for the duties of *Purchasing Coordinator* and *Project Manager*, as well as all additional procedures assigned to the contract administration process.

The duties of *Purchasing Coordinator* have been assigned to the Transit Specialist for all vehicle related purchases, and Administrative Assistant for all non-vehicle related purchases of the Director Department—the department responsible for developing, controlling, revising, and communicating procurement policies and procedures. The Purchasing Coordinator's responsibilities consist of ensuring policy compliance and completeness through the oversight of established procurement processes, and in the timely review and filing of all required documentation as outlined in the Required Purchasing Documentation section of this policy. The Purchasing Coordinator may receive initial and ongoing training in the form of FTA webinars, FTA directed guidance, and/or FTA sponsored workshops. Other duties include offering guidance to employees with assigned Project Manager roles, and reviewing procurement responsibilities with new employees or with staff newly assigned to Project Manager duties.

In addition, the Purchasing Coordinator may also serve as a *Project Manager (PM)* during specialized procurements. Project Managers are responsible for providing the oversight and documentation related to the seeking, awarding, and monitoring of contractual matters—including compliance and payment(s)—for specific contracts or procurements. An important duty of the PM is contractor evaluation, done by determining if the work performed or products delivered conform to the specifications or scope, which serves as the basis for payment of invoices submitted. The PM has a continuing responsibility to monitor the contractor's or firm's work progress until it is completed and the product or service is accepted or delivered.

The Executive Director will appoint a specific PM for each contract beyond the \$50,000 procurement threshold and requiring a formalized bidding process through the release of an RFP or IFB. The PM is typically the originating departmental manager or supervisor, such as the Deputy Director or Building & Grounds Supervisor. The Executive Director, Deputy Director, or the Operations Manager may additionally serve in this capacity. Should the project include construction and occur over an extended period of time, MAX staff may be augmented through the use of a consultant serving as a Construction Manager.

Contract administration requirements may vary based on the size and complexity of each particular procurement. The contract administration system for the acquisition of services or property will generally include—but is not limited to—the following elements and activities:

- Holding contract kick-off meetings or walk-throughs, when appropriate
- Maintaining updated insurance documentation, where required
- Securing contractor progress reporting and other reports, as may be required
- Ensuring on-going progress meetings are held, and documented, where appropriate
- Monitoring DBE participation and prompt payment, where required
- Monitoring and inspecting services and property
- Enforcing performance or product specifications
- Providing for managing instances of non-conformance
- Enforcing penalties or damages as may be provided in the contract
- Monitoring or approving requests for payment
- Managing contract modifications
- Ensuring final acceptance of all services and property
- Documenting and executing all required pre-award or post-delivery Buy America, Federal Motor Vehicle Safety Standards (FMVSS), and purchaser's certification requirements for FTA funded rolling stock procurements

Additional requirements for construction projects include the following:

- Securing/approval and monitoring of bonds
- Conducting on-going, systematic inspections of work in progress
- Maintaining inspection logs/reports

- Maintaining construction logs
- Monitoring time and material effort, where required
- Enforcing quality control requirements

If in the course of the work it becomes apparent that a *Contract Change*, or a change in the project Specifications (for purchases >\$50,000) or Summary of Requirements (for RFP/IFB) is required, the Project Manager will initiate a request for a Contract Amendment and coordinate changes to the Specifications or Summary of Requirements with contractors, obtaining cost quotes, assessing impacts, and obtaining necessary approvals.

The Specifications or Summary of Requirements, change in schedule, and cost of the change—if any—may be negotiated with the contractor or firm by the Project Manager and Purchasing Coordinator before the Contract Amendment is processed and documented. Documentation of such instances will be provided to the Purchasing Coordinator, whom will offer technical assistance in these matters.

Prior to procurement or project closeout, the Executive Director will confirm a contractor's or firm's *Contract Performance* with the appropriate Project Manager to ensure all procurement terms, conditions, and associated activities have been satisfactorily completed before payment is approved. As previously stated in this section, the accepted overall performance of contractors or firms will be monitored by the Project Manager, and will be a factor in subsequent contract negotiations and award.

Remedial action by MAX through legal processes shall be considered in instances of identified significant nonperformance.

**Payments**—In general, payments may only be made upon receipt and acceptance of property or services in accordance with contract requirements, including the submittal of appropriate documentation. Payment records will be maintained throughout the life of the contract up to and including closeout. The following additional specific requirements apply to payments:

1. Advance Payments—Advance payments are prohibited in FTA funded contracts unless such payments are approved in writing by FTA.
2. Progress Payments—Progress payments are payments made to contracts for unfinished work in progress, typically in construction or major apparatus contracts. Progress payments may be made only for actual costs incurred, as documented through the invoice review and approval process, and MAX must obtain adequate security for such payments. Adequate security may include taking title, letters of credit, or other equivalent means to protect the interest of both MAX and FTA (for FTA funded procurements).

#### REQUIREMENT FOR EFFICIENT & ECONOMIC PURCHASES

Proposed procurements will be reviewed by MAX staff to avoid purchase of unnecessary or duplicative items. MAX will also give consideration to consolidating or breaking out

procurements in order to obtain the most economical purchase. When appropriate, an analysis will be made of lease versus purchase alternatives to determine the most economical approach.

The MAX Executive Director or his/her designee will review pending procurements in order to avoid duplicative or unnecessary purchases and to process those procurement actions in a manner that meets the requirements herein. The purchasing files shall be documented accordingly.

### **REQUIREMENT FOR SOUND & COMPLETE AGREEMENT**

For the procurement of property and services, all contracts awarded by MAX shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions necessary to ensure that contractors perform in a manner that ensures the appropriate delivery of all contract items and protects the interest of MAX and its funding entities. For FTA funded contracts this includes provisions for termination for cause and convenience for those contracts in excess of the small purchase threshold, and provisions for resolution of disputes and contract breaches for those contracts in excess of the small purchase threshold.

All FTA funded contracts must include the appropriate federal clauses and certifications. The applicability of the clauses and certifications will vary based on the nature of the property or services to be acquired, and the dollar value of the particular procurement.

A listing of required FTA clauses and certifications may be found in Appendix B of this manual. In addition, MAX shall include a Veteran-preference hiring clause applicable to all FTA funded construction contracts—per FTA Circular 4220.1F, Chapter IV, section 2.c. (1).

### **INDEPENDENT COST ESTIMATE (ICE)**

An independent cost estimate (ICE) is required before every procurement action at and greater than \$1,000.00, including contract modifications and single source purchases. Documentation must be prepared that ensures the price of goods or services is fair and reasonable, based on recent past purchases, catalog or internet pricing, retail pricing in advertisements, informal pricing from vendors/suppliers, or budgeted amount. Authority personnel will complete an ICE form prior to purchases and retain this in centralized purchasing files.

### **COST/PRICE ANALYSIS**

A cost or price analysis is required for every procurement action, including contract modifications. A cost or price analysis is used as the basis for determination of whether a proposed cost or price is fair and reasonable.

Price Analysis: The price analysis is an analysis of the total price submitted in a bid or proposal rather than the individual components of those prices. A price analysis may be conducted when there is adequate price competition in a procurement, i.e., the presence of two or more responsive bids or proposals submitted by responsible contractors that have competed independently and that the solicitation was conducted in a manner that did not inhibit or

discourage competition; the price analysis conducted results in a final determination of fair and reasonable pricing.

Price analysis techniques to determine fair and reasonable pricing may include the following:

- (1) Comparison of low responsive bid or proposal to the independent cost estimate;
- (2) Analysis of the range of bids or proposals received to determine the variance of prices within that range;
- (3) Catalog or market prices offered in substantial quantities to the general public;
- (4) Comparison of proposed pricing with recent prices or historical pricing from previous purchases of the same item, as adjusted for inflation or the applicable pricing index for the corresponding time period.

A price analysis will be the usual procedure followed in a competitive situation and in situations where items are being procured, which are sold in the commercial marketplace; a price analysis would not be suitable—for example—for research and development items, or for one-of-a-kind items for which there was no basis of comparison.

**Cost Analysis:** A cost analysis is a review of the component elements of a submitted price—including labor, materials, indirect costs, and the proposed profit—to determine fair and reasonable pricing. A cost analysis is generally required when adequate price competition is lacking, or when contractors are required to submit the various elements of their costs, e.g., professional consulting or architecture/engineering contracts.

A cost analysis will be obtained for **inadequate pricing competition**, when only a **sole source** is available, or in the event of a **change order**. A cost analysis is not needed when adequate price competition is lacking however the price can be established on the basis of a catalogue or market price of a product sold in substantial quantities to the general public or based on prices set by law or regulation.

**Profit:** MAX will negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which MAX performs or acquires a cost analysis. To establish a fair and reasonable profit, the following considerations will be made:

- (a) The complexity of the work to be performed;
- (b) The risk undertaken by the contractor;
- (c) The contractor's investment;
- (d) The amount of subcontracting;
- (e) The quality of the contractor's record of past performance;
- (f) The industry profit rates in the surrounding geographical area for similar work.

A cost analysis is appropriate in the following situations:

- The product or service being offered is not susceptible to being evaluated against other commercially available items of similar products or services. Examples include a procurement for professional services where no competing price proposals are submitted; a procurement for architectural/engineering services where only one cost



proposal is solicited from the highest-ranking firm; a sole source procurement for other types of services.

- Whenever change orders are issued to contracts requiring the contractor to do work whose cost can only be evaluated by examining the various cost elements, such as labor, materials, travel, etc.

All cost negotiations and resolution of final approved costs shall be documented in writing and included in procurement files.

#### **PURCHASE ORDERS (\$1,000 or more)**

A purchase order (PO) is required for purchases over **\$1,000**, unless it is accomplished with a contract or a utility expense. A copy of the ICE form will be submitted to Finance with PO requests, and supporting documents, such as accepted quote and SAM.gov debarred vendors check document. The issuance of a PO and its acceptance by the vendor (either through performance or signature on the PO) constitute a contract.

#### **PETTY CASH (Under \$50)**

MAX will maintain a nominal amount in petty cash to use for small purchases, or for reimbursement for small purchases less than \$50. Either a Petty Cash Issuance Voucher or a Reimbursement Form will be completed after the purchase and authorized by the Executive Director or designee or the Purchasing Coordinator. Receipts for the petty cash purchases must be signed by the person making the purchase and submitted.

#### **CREDIT CARD USE (Under \$500 unless with Approval)**

Credit cards are available to provide Authorized employees with a convenient and expedited means for making authorized purchases on behalf of the Authority for official business, while reducing the costs associated with processing and paying vendors.

Consistent with the Authority's Credit Card Use Policy, updated 2/25/2019, employees authorized for credit card use must sign out the card in the established log, along with intended use and the date of use, and sign it in upon return.

All purchases made by MAX cardholders must also accompany a "Payment Voucher," signed and dated, with a signature from the Purchasing Coordinator. All credit cards will be processed as "credit" rather than "debit." Cash advances on credit cards are strictly prohibited.

Employees using Authority credit cards are responsible for their protection while in their possession, and shall immediately notify the Executive Director if the card is lost or stolen. Receipts for all credit card purchases must be submitted to verify the vendor, item purchased, quantity, and date of purchase. Monthly credit card statements are reconciled monthly by the Executive Director or designee. Credit card purchases are limited to items/services that cost less than \$500, unless approved for higher amounts by the Executive Director.

## GRANT FUNDING OVERSIGHT PROCEDURE

The MAX Executive Director, or designee managing federal and state grants, will work with MDOT Project Manager to receive project authorizations in a timely manner. All capital projects should be included in a project authorization reflecting that funds will be available the same fiscal year as the project/procurement.

Procurement Coordinator will collaborate with Executive Director or designee to ensure state and/or federal grant funds have been obligated and received prior to seeking proposals or bids.

The Executive Director or designee will meet with the City of Holland Finance Department on a quarterly basis to review grant updates and ensure that the Authority's General Ledger reflects appropriate balances.



### Budget Performance Report

Fiscal Year to Date 10/31/17  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 103 - General Fund										
EXPENSE										
Department: CAP - Capital Outlay										
730981	Vehicle									
730981.21	Vehicle Grant MI-2017-021	.00	72,071.00	72,071.00	.00	.00	.00	72,071.00	0	.00

> 5. POs & Completed Procurements > FY2018 > 3. Purchases \$10,000 and Over > Support Vehicle

<input type="checkbox"/> Name	Date modified
1. Support Vehicle Purchase Background & Scope.pdf	11/16/2017 8:33 AM
<input checked="" type="checkbox"/> 2. Support Vehicle Evidence Availability of Funds.pdf	11/21/2017 1:13 PM
3. Support Vehicle Quotation Supplier List & DBE Check.pdf	12/8/2017 3:24 PM
4. Support Vehicle ICE Form.pdf	10/19/2017 12:04 PM
5. Support Vehicle IFB, Public Notice, & FTA Clauses.pdf	12/12/2017 1:51 PM
5a. Support Vehicle IFB, Public Notice, & FTA Clauses Addendum.pdf	12/8/2017 2:56 PM
6. Support Vehicle Bid Documentation (Min. 2 Req.).pdf	12/11/2017 2:21 PM
7. Support Vehicle Evaluation & Responsiveness Criteria.pdf	12/8/2017 2:53 PM
8. Support Vehicle sam.gov Debarred Vendors Check.pdf	12/12/2017 3:35 PM
9. Support Vehicle Cost Price Analysis.pdf	12/20/2017 8:21 AM
10. Support Vehicle Authority Board Approval.pdf	12/21/2017 8:08 AM
11. Support Vehicle Responsibility Determination.pdf	12/27/2017 2:43 PM
12. Support Vehicle Proposal Acceptance Notice To Proceed.pdf	12/21/2017 9:03 AM
13. Support Vehicle Notice To Unsuccessful Bidders.pdf	12/19/2017 1:04 PM
14. Support Vehicle Record of Protest.pdf	12/27/2017 2:50 PM
15. Support Vehicle Check Payment.pdf	3/26/2018 8:36 AM
16. Support Vehicle Procurement Checklist.pdf	4/3/2018 7:26 AM

### MICRO-PURCHASES (\$9,999 and under)

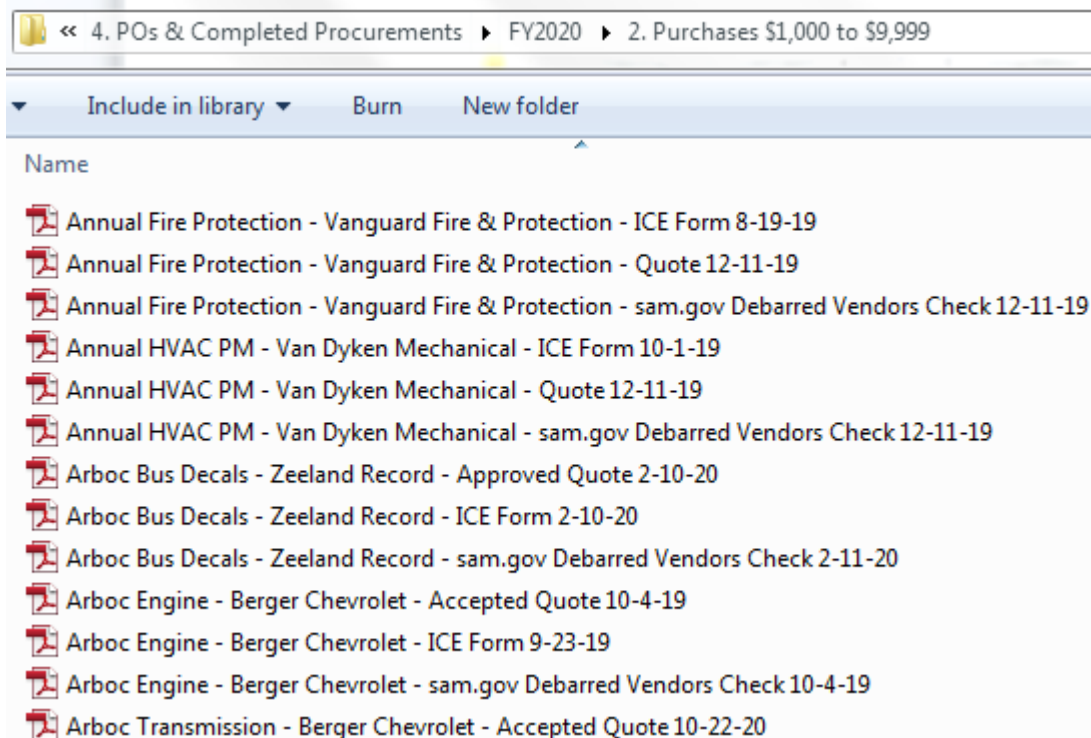
Micro-purchases defined by the FTA as those purchases under \$10,000 that may be made without obtaining competitive quotations if it is determined that the price to be paid is fair and reasonable (ICE Form). MAX prohibits splitting of procurements to avoid competition. Micro-purchases should be distributed equitably among qualified suppliers within MAX's local area.

Methods to determine the fair and reasonable price include but are not limited to examples of similar procurements by the agency in the past six months, examples of similar procurements by other governmental agencies in the past six months. To ensure suspended or debarred contractors are not used, MAX will document its review of the System for Award Management (SAM.gov) prior to each contract award.

Under MAX's policy, micro-purchases of **\$1,000 or more** require a prior approval from the Executive Director or Deputy Director. A purchase order is also required, unless it is accomplished with a contract or a utility expense. Purchases **less than \$1,000** can be made without a purchase order, but with the approval of the MAX Director if the cost has been included in the approved operating budget. This authorization also extends to capital outlay items, where those items have been specifically stated and approved by the MAX Board as part of the budget.

Construction projects over \$2,000 (example: tile flooring) must follow the Davis-Bacon Act and Copeland Anti-Kickback Act requirements.






For this threshold, a *Written Record of Procurement History* for each purchase is housed electronically:



## SMALL PURCHASES \$10,000 to \$50,000

Small purchases are relatively simple and informal purchases of \$10,000 or more, but less than \$50,000. Small purchases are not advertised and are a direct solicitation through a Request for Quote (RFQ) to three or more qualified vendors. **MAX will reference Appendix B to ensure all Federal Clauses and requirements are met.** All purchases at this threshold need the prior approval of the Executive Director, and a signed “Notice to Advance Procurement” form by the Executive Committee. **Note:** *Competitive Bid Method can be used at this threshold if pricing is not the only consideration.*

For this threshold, a *Written Record of Procurement History* for each purchase is housed electronically:

FY2020 > 4. Purchases \$10,000 to \$49,999 > Driver Shields Cutaways	
Name	Date modified
 1. Driver Shields Cutaways ICE Form	8/6/2020 10:19 AM
 2. Driver Shields Cutaways Request for Quote (RFQ)	8/20/2020 2:16 PM
 3. Driver Shields Cutaways Notice to Advance Procurement Form	8/21/2020 8:23 AM
 4. Driver Shields Cutaways Bid Documentation (Min. 3 Req.)	8/21/2020 2:48 PM
 5. Driver Shields Cutaways sam.gov Debarred Vendors Check	8/6/2020 10:24 AM

## COMPETITIVE BID METHOD \$50,000 or Greater

### 1. Competitive Bid Methods

For purchases of \$50,000 or more, the MAX Executive Director and MAX Executive Committee must approve the purchase prior to developing a Request for Proposal (RFP) or Invitation for Bid (IFB). A “Notice to Advance Procurement” form must be signed by the Executive Committee.

FTA Required Clauses will apply to each competitive bid method and will depend on the product or service procured. The appropriate bid method is identified by the following:

#### Request for Proposal

Use this method when describing a product or service’s general function, offering the best value for the agency considering both the price and technical qualifications such as performance on similar projects or quality of product; sealed bid process does not apply.

#### Invitation for Bid

Use this method when exact specifications are required for a product or service. Sealed bid applies at such a time and place as prescribed in the IFB.

Purchases of \$50,000 or more must be approved by the MAX Board prior to acceptance, and issuing the Offer Acceptance/Notice to Proceed. If the solicitation requests bidders to include a breakdown of costs, a format should be used by an evaluation committee to provide a fair comparison of each cost in the proposal with the costs included in the Independent Cost Estimate (ICE).

## 2. Number of Bidders

MAX will identify and contact a minimum of three (3) qualified vendors and request their submission of a proposal or bid for purchases expected to be \$50,000 or over.

## 3. DBE/Small Business Participation

FTA requires documentation of Good Faith Efforts to include Disadvantaged Business Enterprises (women and minority-owned businesses) in procurement efforts to meet the established DBE goal. A good faith effort is defined as one where the bidder:

- Documents that it has obtained enough DBE participation to meet the goal; or
- Documents adequate good faith efforts, even though it did not meet the goal.

Good Faith Efforts require that MAX identify and consider all qualified DBEs and SBPs (Small Business Program) that express an interest in performing work or providing services. A separate form should be filled out for each certified DBE vendor involved in a project with the correct dollar amount for that sub-contract indicated on the form.

Minority firms which are not certified through the Michigan Unified Certification Program (MUCP) cannot qualify for minority status until the certification process is complete. MAX staff is required to check our internal list of DBE/SBP Certified vendors prior to purchase or solicitation and invite qualified DBEs/SBPs to submit quotes or proposals. A DBE list can also be found on the MDOT website at:

<https://mdotcf.state.mi.us/public/docs/mucp/files/DBEUCPDIRECTORY.pdf>

Per FTA regulations, DBEs registered outside the state that are not specifically certified in Michigan cannot be used toward DBE credit; the DBE must be certified in Michigan.

If no DBE participation is possible, the prime contractor should still sign the form but state on the back why DBEs were not utilized. Reasons for not utilizing a DBE firm could include: no DBE opportunity (no sub-contract opportunity); price not competitive; DBE vendor couldn't comply with production or delivery schedule; no local DBE's who perform that type of work, etc.

Every attempt must be made to identify certified DBE and SBP firms that are qualified to provide the product/service sought, and to invite them to submit a bid, which shall be documented by the DBE Coordinator.

MAX is committed to providing equal, open access for DBEs and small businesses and in ensuring that all small business designations receive adequate opportunities to participate in contracting and procurement activities. In addition to including MDOT's certified Small Business Program (SBP) businesses in MAX's Master Bidders Listing, one or more of the following strategies may be used in, but not limited to, fostering small business and DBE participation efforts:

1. Establishing a race-neutral small business set-aside for prime contracts under a stated amount (e.g., \$1 million).
2. In multi-year design-build contracts or other large contracts, (e.g., for "megaprojects") requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
3. On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
4. Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
5. To meet the portion of our overall goal projected to be met through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
6. At initial contract formation or during re-evaluation of an open-bid contract renewal, due consideration will be given with an emphasis of breaking down a single contract into smaller, separate contracts to enable DBEs and small businesses the opportunity to bid and more reasonably perform.

Further information relating to Small Business Outreach and the Michigan Department of Transportation's (MDOT) Small Business Certification Program can be found in MAX's written *DBE Program*, a copy of which is provided on the Authority's [www.catchamax.org](http://www.catchamax.org) website.

#### 4. Public Notice

A public notice will be mailed/emailed to the bidders list whenever sealed bids are required to allow for fair, full and open competition. A posting on the agency's website will always be used, though additional postings—such as APTA's (American Public Transportation Association) publication *Passenger Transport* or its website, and/or [ctaa.org](http://ctaa.org) or [mptaonline.org](http://mptaonline.org) websites—may be used depending on the nature of the product or service sought (e.g., in the case of specialized consulting or bus purchases).

Federal contract clauses as listed in Appendix B shall be included with each formal Request for Proposal (RFP) and Invitation for Bid (IFB).

## 5. Architectural & Engineering Purchases

For all purchases involving Architectural and Engineering (including design build procurements) work, The Brooks Act must be followed using a qualifications-based process. Price must **not** be considered during the selection phase in Architectural and Engineering services procurements.

Firms are selected based only on their qualifications. Price is then negotiated with the most qualified firm. If an agreement cannot be reached, MAX will negotiate with the next most qualified firm and so on until an agreement is reached.

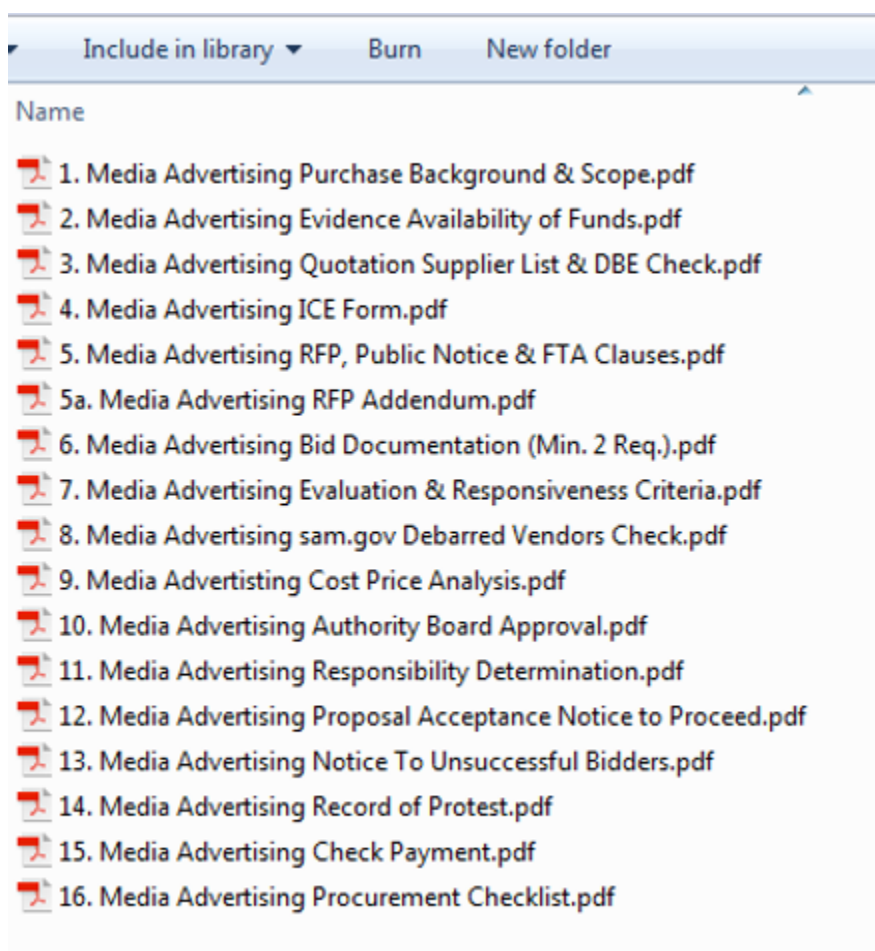
## 6. Buy America

The Buy America Certification is required on all procurements over \$150,000 for steel, iron, and manufactured products, including rolling stock. This certification requires that all steel or manufactured goods are made in the United States. This certification is crucial in construction contracts. It applies to the entire contract, and not merely the portion which may be steel.

MAX will complete the following FTA-required certifications (Title 49 CFR Part 663):

- a. Pre-Award Buy America Compliance Certification or Pre-Award Buy America Exemption Certification
- b. Pre-Award Purchaser's Requirements Certification
- c. Pre-Award FMVSS Certification or Pre-Award FMVSS Exemption Certification (*Rolling Stock*)
- d. Post-Delivery Buy America Compliance Certification or Post Delivery Buy America Exemption Certification
- e. Post Delivery Purchaser's Requirement Certification
- f. Post Delivery FMVSS Compliance Certification or Post Delivery FMVSS Exemption Certification (*Rolling Stock*)

For this threshold, a *Written Record of Procurement History* for each purchase is housed electronically:



### SOLE SOURCE – NON-COMPETITIVE PROCUREMENTS

Under certain circumstances, a recipient may conduct procurements without providing for full and open competition. Non-competitive negotiation or sole source procurement is accomplished through solicitation or acceptance of a proposal from only one source or when, after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order not within the original scope of a contract also is considered a non-competitive procurement, as is exercise of an option clause in a contract if the option prices were not evaluated at the time of contract award.

Examples of sole-source procurements may include: *Utility services* (how many sources do you have for electricity in your community?) *Limited rights in data, patent rights, or copyrights, or secret processes* (if one entity owns the patent on a process or product you require, can anyone else meet your need?) *Relocation of a major natural gas distribution line from your rail right of way* (the natural gas utility company is the only source available to work on the gas line).



Purchase by non-competitive negotiation will be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposal methods and at least one (1) of the four (4) following circumstances exists:

- (a) The item is only available only from a single source;
- (b) Public exigency for the requirement did not permit a delay resulting from a competitive solicitation;
- (c) An emergency for the requirement did not permit a delay resulting from a competitive solicitation;
- (d) The FTA authorized non-competitive negotiations;
- (e) Competition was determined inadequate after solicitation of a number of sources.

Department managers or project managers making the purchase shall:

1. Complete an Independent Cost Estimate form (ICE) prior to procurement;
2. Develop a written sole-source purchase or contract justification;
3. Seek necessary approvals according to threshold cost per MAX's Purchasing Policy.
4. A Cost Analysis verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

The Purchasing Coordinator will ensure all necessary sole-source documentation has been prepared to support the purchase and justify cost, including but not limited to:

1. If a claim is made that time requirements dictate a sole source, MAX will factually demonstrate that the delivery schedule is critical and must furnish a precise statement of the damage that will be sustained if the delivery schedule is changed to allow completion.
2. If it is claimed that only one source can furnish a particular product or service, MAX will also demonstrate why another product or service, which is obtainable competitively cannot be procured in lieu of the sole source item.
3. The summary statement must make the firm declaration that, for the reasons listed, only the proposed is capable of performing the required effort.
4. Finally, the justification statement must be signed by the project manager or department manager, and the Executive Director or Purchasing Coordinator.

## PREQUALIFICATION SYSTEM

Prequalification lists are most commonly used in procurements of property involving lengthy evaluations needed to determine whether it satisfies the recipient's standards. A system of prequalification must ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. The system must also provide that potential bidders may not be precluded from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date. As of the date of the latest program revision, MAX does not prequalify bidders and offerors.

## AWARD TO A SINGLE BIDDER

If a single bid is received in response to a solicitation that was issued to multiple sources, a determination must be made to determine whether or not competition is adequate. This should include a review of the specifications for undue restrictiveness and might also include surveying potential sources that chose not to submit a bid or proposal. Once adequate competition has been determined, the Authority may proceed with the award as a competitive award. Additionally, MAX may only award a contract to a single bidder provided that an analysis can be completed which documents the price is fair and reasonable.

*Inadequate Competition*—FTA acknowledges competition to be inadequate when caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

The following examples of reasons for not submitting a bid or proposal may be considered as restrictive of competition, which—if confirmed—will direct that the solicitation be canceled and re-solicited after correcting any such conditions:

- Unreasonable qualifications or experience requirements.
- Insufficient time provided to submit bids or proposals.
- Work statement/specifications appear directed to a particular contractor, and other contractors cannot fulfill such requirements.
- Inability of MAX to adequately address legitimate questions and requests for clarifications prior to receipt of bids or proposals.

*Adequate Competition*—FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.

If it is determined that the following or similar reasons for not submitting a bid or proposal, it can be determined that adequate competition exists for that particular procurement:

- The work statement or scope of work is not within the interest or specialty of contractor. (Though care must be taken by MAX to solicit those contractors that may reasonably be expected to have the capacity and ability to perform the work).
- The work statement or scope of work is within the interest or specialty of the contractor, but the contractor does not have the available resources to undertake the work at that particular time.
- The contractor was unable to submit a bid or proposal within the timeframe required due to its own internal or administrative failures or shortcoming.

In such cases where it has been determined that adequate competition exists but only a single bid was received, MAX will take one of the following steps:

- Cancel the solicitation and re-solicit if the overall schedule/timing permits and there is a reasonable expectation that re-solicitation will result in additional competition.
- Award the contract to the single bidder/proposer provided that the bid or proposal is responsive, the contractor has been determined to be responsible, and a cost/price analysis has been conducted and the price has been determined to be fair and reasonable.
- Reject the single bid/proposal and negotiate with the single bidder/proposer. In this instance, MAX may not change the scope of work as a part of negotiations. The requirements for responsiveness, responsibility, and fair and reasonable pricing determination apply.

All activity conducted with respect to single bid/proposal situations and final disposition of the procurement will be documented in writing, and included in the procurement file.

### **USE OF OPTIONS**

MAX shall not employ options, unless options were included and evaluated at time of contract award. Pricing shall be obtained for all options and/or extension years on contracts.

MAX may exercise an option only after making a written determination that the exercise of the option is the most advantageous method of fulfilling MAX's needs, considering price and other factors. Options may be included in anticipation of available future funding, swings in pricing or market value, future unavailability of products/services, or more competitive pricing can be obtained with options. For certain service contracts for continuity of operations and the potential cost of disrupted support, options may be included in service contracts for extensions if there is an anticipated need for a similar service beyond the first contract period and competition is infeasible. The total of the basic and option periods shall not exceed five (5) years in the case of rolling stock and replacement parts.

### **COST PLUS CONTRACTS—PROHIBITED**

Cost plus percentage of cost and percentage of construction cost methods of contracting are prohibited and shall not be used.

### **USE OF TIME & MATERIALS CONTRACTS—RESTRICTED**

Time and material contracts are listed as a restricted type of procurement. They are contracts in which the contractor charges a single rate that includes overhead and profit for labor, and materials are billed at cost. Generally, the total value of a time and materials type contract is an indeterminate amount.

As such, MAX is not permitted to use FTA funds for time-and-materials type contracts unless it determines—**in writing**—that no other type of contract is suitable for the procurement. If time-and-materials type contracts are used, MAX will specify a **ceiling price** that the contractor shall not exceed, except at its own risk.

### **AWARD OF CONTRACTS**

Contracts and purchases shall be awarded according to the criteria that shall be listed in the solicitation for quote, Request for Proposal or Invitation for Bid. In most cases but not all, the bid will be awarded to the lowest “responsible” bidder, meaning the bidder met all specifications and requirements. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The evaluation criteria, proposal review process, and ranking or rating system shall be specified in the solicitation. In awarding a contract, MAX shall document the criteria used to rate or rank each proposal according to the specified criteria, and retain and file the actual tabulation sheets. For projects of \$50,000 or more, an evaluation committee of two or more individuals shall be assembled to evaluate proposals, select a preferred vendor based on the merits of their proposal, and make a recommendation for approval to the Board of Directors.

MAX retains the right to accept or reject any or all bids, in whole or part, or rebid if it is in its best interest to do so. MAX also retains the right to waive any informalities/ irregularities in the bids, as well as the right to split the award or bid between two or more bidders.

### **ASSIGNABILITY RIGHTS**

The Bidder shall not assign a contract—wholly or in part—without the written consent of MAX. No assignment shall relieve the Bidder of any obligations under the contract. Per 49 U.S.C. Section 5325 (j), MAX is required to ensure—to the best of its knowledge and belief—that none of its principals, affiliates, third-party contractors, and subcontractors is suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. For each third-party contract expected to equal or exceeds \$1,000, MAX will verify that the bidder is not excluded or disqualified by checking the System for Award Management

(SAM) Exclusions at SAM.gov; or collecting a certification; or adding a clause or condition to the covered transaction.

### **PURCHASE ORDER PROCEDURES**

Purchase Orders (POs) are required for any purchase over \$1,000 (with the exception of purchases covered under contracts or payment of utilities) and are initiated or requested by the project manager for the purchase, Executive Director or designee, or the Procurement Coordinator.

Appropriate approvals must be obtained for threshold amount prior to requesting a requisition. PO requests are entered into the New World finance software system, and are approved by the Executive Director or Deputy Director through New World.

POs are prepared by the Purchasing Office (MAX) and forwarded to the Finance Office for a certification regarding the availability of funds for purchase. Competitive bids, quotes and SAM.gov debarred vendors verification document shall be submitted with the PO request.

The Purchasing Office (MAX) sends a copy of the PO to the originating project manager, who will mail to the vendor along with any FTA clauses that apply to the purchase. Once product is received or service is complete, the Purchasing Office (MAX) will send the PO and vendor invoice to the City Finance Office to request payment.

### **EMERGENCY PURCHASES**

When there is a threat to public health, safety or welfare, or threat of significant property damage, an emergency purchase may be authorized by the Executive Director or designee without obtaining a Purchase Order. If the emergency purchase exceeds \$50,000 the Executive Director will inform the Executive Committee of the Board of the need for the emergency purchase. The Executive Committee will assess the situation and decide whether an emergency board meeting is necessary.

### **WRITTEN PROTEST PROCEDURES**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to the Macatawa Area Express, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, can file a bid protest.

Bid protests must be made in writing and submitted to: Macatawa Area Express Transportation Authority, Attention: Executive Director, 171 Lincoln Avenue, Suite 20, Holland MI 49423.

The written protest must include the following:

- The name of the bid/quote/proposal title.
- The name and address of the affected party, and the title of the person submitting the protest.

- A clear articulation of the procedure or decision being protested, and the reason(s) for the protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to the Protest.

All protests must be filed **within ten (10) business days** of the MAX Authority Board decision. The Executive Director or his/her designee will review the written protest and provide a written response to the protestor.

The protestor can appeal MAX's decision/response to the MAX Authority Board, provided that the appeal is filed with the Executive Director or designee within ten (10) business days of MAX's decision.

In the event of an appeal, the MAX Authority Board will make the final decision on the protest. All protests involving FTA funds will be disclosed to the Federal Transit Administration for its information, and FTA will be kept informed about the status of the protest. A protester must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

### **DISPOSITION OF BUSES & EQUIPMENT**

Procedures for the disposition of any federally and state funded buses and equipment will occur as follows:

**Disposition Before the End of Useful Life**—Any disposition of buses or equipment before the end of its useful service life requires Federal Transit Administration (FTA) approval prior to disposal. FTA must be reimbursed its share of the proceeds from the disposition. If revenue rolling stock is being removed from service before the end of its useful life, the return to FTA is the greater of the FTA share of the unamortized value of the remaining service life per unit, based on the straight-line depreciation of the original purchase price, or the Federal share of the sales price (even though the unamortized value is \$5,000 or less).

**Retain and Use Elsewhere**—When original or replacement equipment is no longer needed for use by MAX, it may be used by another governmental agency for other projects or programs. FTA prior approval of this alternative is required. FTA retains its interest in the property.

**Value More Than \$5,000**—After the useful service life of equipment is reached, equipment with a current market value exceeding \$5,000 per unit, or unused supplies with a total aggregate fair market value of \$5,000 may be retained or sold, with reimbursement to FTA of an amount calculated by multiplying the total aggregate fair market value at the time of disposition, or the net sale proceeds, by the percentage of FTA's participation in the original grant. The grantee's transmittal letter should state whether the equipment will be retained or sold.

**Value Less Than \$5,000**—Equipment with a unit market value of \$5,000 or less, or supplies with a total aggregate market value of \$5,000 or less, may be retained, sold, or otherwise disposed of with no obligation to reimburse FTA, providing the useful service life requirements have been met. Records of this action must be retained.

**Like-Kind Trade-In or Offset Exchange**—With prior FTA approval, the grantee may elect to use the trade-in value of the sales proceeds to offset the cost of a replacement bus (or vehicle or equipment) to acquire a replacement bus (or vehicle or equipment), applying 100 percent of the net sales proceeds to acquisition of the replacement bus (or vehicle or equipment). Excess proceeds—if any—are returned to FTA minus a deduction for the prorated local share.

**Transfer to Public Agency for Non-Transit Use**—With prior FTA approval, the grantee may follow procedures for publication in the Federal Register to transfer property (including land and equipment) to a public agency with no repayment to FTA. These procedures are available from the FTA regional office.

**Sell and Use Proceeds for Other Capital Projects**—With prior FTA approval, the grantee may sell equipment or supplies and use the proceeds to reduce the gross project cost of other FTA eligible transit projects. The grantee is expected to record the receipt of the proceeds in the grantee's accounting system, showing that the funds are restricted for use in a subsequent capital project, and reduce the liability as the proceeds are applied to one or more FTA approved, capital projects. The subsequent capital grant application should contain information showing FTA that the gross project cost has been reduced with the proceeds from the earlier transaction.

**Unused Supplies**—Disposition of unused supplies before the end of the industry standard life expectancy is determined in total aggregate fair market value and if found to exceed \$5,000, the grantee or sub-grantee shall compensate FTA for its share; or transfer the sales proceeds to reduce gross project cost of other capital projects.

### **Procedures for Disposal of Any Property**

**Sell and Reimburse FTA**—Competitively market and sell the property and pay FTA its share of the fair market value of the property. This is the percentage of the FTA participation in the original grant times the best obtainable price, net of the reasonable costs.

**Offset**—Sell property and apply the net proceeds from the sale to the cost of the replacement property under the same program. Return any excess proceeds to FTA.

**Sell and Use Proceeds for Other Capital Projects**—Sell property and use proceeds to reduce the gross project cost of another FTA eligible capital transit project. MAX is expected to record the receipt of the proceeds in the accounting system, showing that the funds are restricted for use in a subsequent capital project, and reduce the liability as the proceeds are applied to one or more FTA approved capital projects. The subsequent capital grant application should contain information showing FTA that the gross project cost has been reduced with proceeds from the earlier transaction.

**Sell and Keep Proceeds in Open Project**—If the grant is still open, the grantee may sell excess property and apply the proceeds to the original cost of the total real property purchased for the project.

**Transfer to Public Agency for Non-Transit Use**—Follow procedures for publication in the Federal Register to transfer property (land or equipment) to public agency with no repayment to FTA. This is a competitive process and there is no guarantee that a particular agency will be awarded the excess property.

**Transfer to Other Project**—Transfer property to another eligible FTA project; the Federal interest continues.

**Retain Title with Buyout**—Compensate FTA by computing percentage of FTA participation in the original cost. Multiply the current fair market value of the property by this percentage. MAX must document in writing the basis for the value determination; typically, this is an appraisal or market survey.

All computers, tablets, and anything with sensitive information should be cleaned of all said data before being disposed of. For additional details related to the disposition of Rolling Stock, Equipment, and Facilities, please refer to MAX's *Transit Asset Management (TAM) Plan* documents.



## APPENDIX A

### FORMS



### INDEPENDENT COST ESTIMATE (ICE) FORM

*This form is to be completed and sent to the Purchasing Coordinator before making purchases over \$1,000 to determine the reasonableness of price in writing before procurement begins. An ICE is an independent assessment of what you would expect to pay for a product/service based on reliable sources. Completing these actions will in fact develop and result in "an estimate" of what the product or service should cost.*

Date:

Project Manager or person making the purchase:

Department:

Description of product/service to be purchased:

Please indicate sources of estimated cost, and include any supporting documentation:

- ☐ Published price list from advertising, internet, catalogs (attach).
- ☐ Historical payments or invoices (attach documentation).
- ☐ Engineering, technical, or mechanic's estimate (attach).
- ☐ Independent third-party estimate (attach).
- ☐ Comparable purchases by other agencies (attach any email correspondence).
- ☐ Analysis of price components against current published standards, such as labor rate, cost per unit, etc., of the product or service.
- ☐ Other (please describe, attach documentation):

Estimated Cost:

- ☐ **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – Acknowledgement is made to include available minority or women-owned DBE firms during the procurement process in effort to meet MAX's annual DBE goals (include an additional DBE review notation in each project bidders list for purchases of \$50,000 or more).

REFERENCE:

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, [www.fta.dot.gov](http://www.fta.dot.gov).



## NOTICE TO ADVANCE PROCUREMENT

**DATE:**

**DEPARTMENT:**

**PERSON REQUESTING THE PROCUREMENT:**

**PROJECT:** NAME OF PROJECT (i.e. Snow Plowing Contract)

***This form to be completed by the Purchasing Coordinator prior to seeking quotes/bids/proposals over \$10,000.***

The Macatawa Area Express Transportation Authority ("MAX") Executive Committee hereby approves the request to advance procurement of the above-named product or service with an estimated cost to MAX of **\$XXX,XXX.XX**. A Request for Quote (RFQ), Request for Proposal (RFP) or Invitation for Bid (IFB) will serve as the method of procurement, and will include specifications, terms, clauses/certifications, requirements and conditions of the purchase in accordance with Federal Transit Administration (FTA) regulations.

Procurement shall commence on or about **Month Day, Year**. The calendar date for the completion of work for this project shall be on or about **Month Day, Year**.

***Check which procurement method will apply:***

- ☐ Request for Quote (RFQ) \$10,000 up to \$50,000
- ☐ Request for Proposal (RFP) \$50,000 and above
- ☐ Invitation for Bid (IFB) \$50,000 and above

***MAX Authority Authorization – Executive Committee Member***

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## SOLE SOURCE JUSTIFICATION FORM

*Under certain circumstances, a recipient may conduct procurements without providing for full and open competition. Non-competitive negotiation or sole source procurement is accomplished through solicitation or acceptance of a proposal from only one source or when award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. A sole source purchase must include the necessary approvals and documentation.*

Date:

Project Manager or person making the purchase:

Department:

Description of product/service to be purchased:

Non-competitive negotiation or sole source procurement can only be used when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposal methods and at least one (1) of the four (4) following circumstances exists (please mark):

- ☐ 1). The item is only available from a single source.
- ☐ 2). Public exigency for the requirement did not permit a delay resulting from a competitive solicitation.
- ☐ 3). An emergency for the requirement did not permit a delay resulting from a competitive solicitation.
- ☐ 4). FTA authorized non-competitive negotiations.
- ☐ 5). Competition was determined inadequate after solicitation of a number of sources.

*The Summary Statement must make the firm declaration that, for the reasons listed, only the proposed is capable of performing the required effort. If it is claimed that only one source can furnish a particular product or service, demonstrate why another product or service obtainable competitively cannot be procured in lieu of the sole source item. If a claim is made that time requirements dictate a sole source, demonstrate that the delivery schedule is critical and furnish a precise statement of damage that will be sustained if the delivery schedule is changed to allow completion.*

SUMMARY STATEMENT:

\_\_\_\_\_  
Signature of Project Manager or Person Making the Purchase

\_\_\_\_\_  
Signature of Executive Director or Purchasing Coordinator

## BID ABSTRACT FORM

Opening Date/Time:	
Issuing Department:	
Project Title:	
Page _____ of _____	

No.	Name of Bidder	Bid Delivery Date/Time Met*	Std or Legal**	Cost Option 1	Cost Option 2	Cost Option 3	Remarks

<p>*Indicate with an X if offer conforms to delivery time specifications in solicitation.</p> <p>**Indicate S for Standard envelope, L for Legal envelope or B for package/box.</p>	<p>PRINTED NAME AND TITLE <span style="float: right;">DATE</span></p>
<p>I CERTIFY THAT I HAVE OPENED, READ ALOUD, AND RECORDED ON THIS ABSTRACT ALL OFFERS RECEIVED IN RESPONSE TO THE SOLICITATION.</p>	<p>SIGNATURE OF PERSON OPENING SOLICITATIONS</p>
	<p>WITNESS NAME AND TITLE <span style="float: right;">DATE</span></p>
	<p>WITNESS SIGNATURE</p>



## PROPOSAL/BID ACCEPTANCE - NOTICE TO PROCEED

**DATE:** Month Day, Year

**PROPOSER:** Company Name  
Contact Name, Title  
Address  
City State Zip  
Phone

**PROJECT:** NAME OF PROJECT (i.e. Snow Plowing Contract)

The Macatawa Area Express Transportation Authority ("MAX") hereby accepts the above-named vendor's proposal totaling **\$XXX,XXX.XX**. All of the specifications, terms, requirements and conditions contained in the Request for Proposals (RFP) or Invitation for Bids (IFB) will serve as the basis of this contract and are binding with a Proposal/Bid Acceptance signed by both MAX and the successful Proposer/Bidder.

The effective date of the Notice to Proceed (or Beginning of Contract Time) is **Month Day, Year**. The calendar date for the completion of work to be performed for this project shall be on or about **Month Day, Year**.

Prior to commencing work, the Vendor and MAX shall hold a conference for the purpose of discussing essential matters pertaining to the satisfactory completion of this project or work. Among the notable terms of this contract, agreed upon by both parties, include the following:

1. Bonding/Retainage/Payment Terms:
2. Annual Maintenance:
3. Proof of Insurance:
4. Proof of Current Licensing:
5. Project Management:
6. Termination for Breach of Contract:
7. Tax Exemption:

### ***Proposer's Authorization***

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

### ***MAX Authority Authorization***

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## COST/PRICE ANALYSIS

**DATE:**

**PROPOSER/BIDDER:**

**PROCUREMENT:**

*A Cost or Price Analysis is used to evaluate the reasonableness of a bid/proposal received from a vendor and to ensure dollar amounts are fair and reasonable. Profit must be negotiated for each contract in which there has been no price competition, and in all acquisitions in which MAX performs or acquires a Cost Analysis. See SECTION I. COST/PRICE ANALYSIS of the MAX Purchasing Policy & Manual for additional information.*

Please indicate the type of procurement:

- ☐ Competitive Procurement (In addition, choose one option below):
  - ☐ 2 or More Bids Received (Requires: **PRICE ANALYSIS**)
  - ☐ Single Bid Received (Requires: **COMPETITION DETERMINATION, COST ANALYSIS**)
- ☐ Sole Source Procurement (Requires: **COST ANALYSIS**)
- ☐ Change Order (Requires: **COST ANALYSIS**)

The completed Independent Cost Estimate (ICE) dated **XX/XX/20XX** indicated an approx. cost of **\$00,000.00**.

Online searches or past procurements (*choose one or the other*)—as indicated in the ICE—show similar pricing at **\$00,000.00**.

The winning bidder ENTER COMPANY NAME submitted pricing of **\$00,000.00**.

Cost/Price (indicate which) of the winning bidder has been determined fair and reasonable.

### **MAX Authority Authorization**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## APPENDIX B

### FTA REQUIRED CLAUSES & MATRIX

The following terms and conditions are incorporated herein by reference and made a part of any contract and/or purchase orders issued as a result of a Macatawa Area Express Transportation Authority Request for Quotation (RFQ), Invitation for Bid (IFB), Request for Proposal (RFP) or Request for Qualifications (RFQ).

TYPE OF PROCUREMENT					
Provision	Professional Services / A&E	Operations / Management	Rolling Purchase Stock	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statement or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Change to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All >\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Veteran's Employment Preference				All	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	All	All	All	All	All
Buy America			>\$150,000 49 USC 5323(j)(13)	>\$150,000 49 USC 5323(j)(13)	>\$150,000 49 USC 5323(j)(13)
Resolution of Disputes, Breaches, or Other Litigation - Notification of Contractor and/or Subcontractor to Agency and Agency notification to FTA	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by Ocean vessel.	Transport by Ocean vessel.	Transport by Ocean vessel.
Fly America	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel
Davis-Bacon Act				>\$2,000 (also ferries).	

Provision	Professional Services / A&E	Operations / Management	Rolling Purchase Stock	Construction	Materials & Supplies
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All >\$2,000 (also ferries).	
Bonding				>\$250,000	
Seismic Safety	A&E for new buildings & additions			New buildings & additions	
Transit Employee Protective Arrangements		Transit Operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations.			
Alcohol Misuse and Testing		Transit Operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Rights to Inventions Made Under a Contract or Agreement	R & D with Small Business or Non-Profit				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	All	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States
Safety Operation of Motor Vehicles 1. Seat Belt Use 2. Distracted Driving	All	All	All	All	All
Prohibition on certain telecommunications and video surveillance services or equipment	All	All	All	All	All



**FLY AMERICA REQUIREMENTS**  
**49 USC 40118**  
**41 CFR Part 301-10**

**Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

**Flow Down Requirements**

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Model Clause/Language**

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

**Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## BUY AMERICA REQUIREMENTS

### 49 U.S.C. 5323(j)

### 49 CFR Part 661

#### **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

#### **Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

#### **Mandatory Clause/Language**

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### **Certification requirement for procurement of steel, iron, or manufactured products.**

##### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.***Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

---

## CHARTER BUS REQUIREMENTS

### 49 U.S.C. 5323(d) and (r)

### 49 CFR Part 604

#### **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

#### **Flow Down Requirements**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

#### **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

**Charter Service Operations** - The contractor agrees to comply with 49 U.S.C. 5323(d) and (r) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## SCHOOL BUS REQUIREMENTS

### 49 U.S.C. 5323(F)

### 49 CFR Part 605

#### **Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

#### **Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

#### **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under

an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **CARGO PREFERENCE REQUIREMENTS**

**46 USC 55305**

**46 CFR Part 381**

### **Applicability to Contracts**

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

### **Flow Down**

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

### **Model Clause/Language**

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

**Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq.**

**49 CFR Part 41**

**Executive Order (E.O.) 12699**

### **Applicability to Contracts**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

**Flow Down**

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

**Model Clauses/Language**

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **ENERGY CONSERVATION REQUIREMENTS**

**42 USC 6321 et seq.**

**49 CFR Part 622, subpart C**

**Applicability to Contracts**

The Energy Policy and Conservation requirements are applicable to all contracts.

**Energy Conservation** - The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

**Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

### 33 U.S.C. 1251

#### **Applicability to Contracts**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Flow Down**

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## BUS TESTING

### 49 U.S.C. 5318(e)

### 49 CFR Part 665

#### **Applicability to Contracts**

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify

compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

**Flow Down**

There is no flow down requirement for Bus Testing.

**Model Clause/Language**

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

**Bus Testing**

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

**PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS****49 U.S.C. 5323(m)****49 CFR Part 663****Applicability to Contracts**

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

**Flow Down**

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

**Model Clause/Language**

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors. Recipients are advised to use the model certificates and language



contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

### **Pre-Award and Post-Delivery Audit Requirements**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

### **LOBBYING RESTRICTIONS**

**31 U.S.C. 1352**

**2 CFR 200.450**

**2 CFR part 200 appendix II (j)**

**49 CFR Part 20**

#### **Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **Flow Down**

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

#### **Model Clause/Language**

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

#### **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name & Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## ACCESS TO RECORDS AND REPORTS

**49 USC 5325(g)**

**2 CFR 200.333**

**49 CFR 633**

### **Applicability to Contracts**

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

### **Flow Down**

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

### **Model Clause/Language**

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### **Access to Records and Reports**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors, access to the sites of performance under this contract as reasonably may be required.

## FEDERAL CHANGES

### Applicability to Contracts

The Federal Changes requirement applies to all contracts.

### Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

### Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## BONDING REQUIREMENTS

**2 CFR 200.325**

**31 CFR part 223**

### Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

**Model Clauses/Language**

There is no required language for bonding requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Bond Requirements****Bid Guarantee**

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to \$\$\$\$ or X% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

**Performance Guarantee**

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the

requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

1. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The RECIPIENT is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

### **Payment Bonds**

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

### **Sample Bond**

#### **Certifications Performance Guarantee Certification**

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### **Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

\_\_\_\_\_  
 (Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and

\_\_\_\_\_  
 (Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto RECIPIENT as Obligee, hereinafter called Authority, in the amount of Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated, 20\_\_\_\_, entered into a contract with the RECIPIENT for Contract No.\_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the RECIPIENT.

Whenever Contractor shall be, and is declared by the RECIPIENT to be in default under the Contract, the RECIPIENT having performed RECIPIENT'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under



this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this \_\_\_\_\_ day of 20\_\_\_\_\_.

WITNESS

PRINCIPAL

\_\_\_\_\_ (SEAL)

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

WITNESS

SURETY

\_\_\_\_\_ (SEAL)

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

Attach hereto proof of authority of officers or agents to sign bond.

**Irrevocable Stand-By Letter Of Credit Certificate**

The undersigned states that he/she is \_\_\_\_\_(Title) of the  
\_\_\_\_\_(Name of Beneficiary) (The "Beneficiary") and  
hereby Certifies on behalf of the Beneficiary to \_\_\_\_\_ (Name of  
Issuing Bank) (the "Bank), with Reference to Irrevocable Standby Letter of Credit No.  
\_\_\_\_\_ Issued by the Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. \_\_\_\_\_.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

**IN WITNESS WHEREOF**, this certificate is executed this day of\_\_\_\_, 20\_\_\_\_.

(NAME OF BENEFICIARY)

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Bank Draft**

**FOR VALUE RECEIVED**

Pay on presentment to \_\_\_\_\_ (Name of Beneficiary) the sum of  
\_\_\_\_\_ Dollars (\$)

Charge the Account of \_\_\_\_\_ (Name of Issuing Bank)

Irrevocably Standby Letter of Credit No. \_\_\_\_\_ Dated: 20\_\_\_\_ .

To \_\_\_\_\_ (Name of Issuing Bank)

**NAME OF BENEFICIARY**

By \_\_\_\_\_

Its \_\_\_\_\_

## RECYCLED PRODUCTS

**42 U.S.C. 6962**

**40 CFR Part 247**

**2 CFR part 200.322**

### **Applicability to Contracts**

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

### **Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

### **Model Clause/Language**

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

## Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

### **Applicability to Contracts**

The No Obligation clause applies to all third-party contracts that are federally funded.

### **Flow Down**

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**Model Clause/Language**

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**No Federal Government Obligation to Third Parties.**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**EMPLOYEE PROTECTIONS****49 USC 5333(a)****40 USC 3141 – 3148****29 CFR part 5****18 USC 874****29 CFR part 3****40 USC 3701-3708****29 CFR part 1926****Applicability to Contracts**

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third-party contractor complies with all federal laws, regulations, and requirements, including:

**1. Prevailing Wage Requirements**

- a. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- b. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- c. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

## 2. “Anti-Kickback” Prohibitions

- a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3.

## 3. Contract Work Hours and Safety Standards

- a. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- b. U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

### **Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

### **Model Clause/Language**

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

### **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants

from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**49 USC 5323(I) (1)**

**31 USC 3801-3812**

**18 USC 1001**

**49 CFR Part 31**

### **Applicability to Contracts**

The Program Fraud clause applies to all third-party contracts that are federally funded.

### **Flow Down**

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Model Clause/Language**

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.



### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **TERMINATION**

#### **2 CFR 200.339**

#### **2 CFR part 200, Appendix II (B)**

#### **Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

#### **Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Model Clause/Language**

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Termination for Convenience (General Provision)**

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure (General Provision)**

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **Termination for Convenience (Professional or Transit Service Contracts)**

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### **Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

### **Termination for Default (Transportation Services)**

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

### **Termination for Default (Construction)**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

### **Termination for Convenience or Default (Architect and Engineering)**

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver

to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

#### **Termination for Convenience or Default (Cost-Type Contracts)**

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

**2 CFR part 180**

**2 CFR part 1200**

**2 CFR 200.213**

**2 CFR part 200 Appendix II (I)**

**Executive Order 12549**

**Executive Order 12689**

### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

### **Model Clause/Language**

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **PRIVACY ACT**

### **5 USC 552**

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

#### **Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

### **Applicability to Contracts**

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
  - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities



Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Flow Down**

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

### **Model Clause/Language**

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Civil Rights and Equal Opportunity**

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **VIOLATION AND BREACH OF CONTRACT**

### **2 CFR 200.326**

### **2 CFR part 200, Appendix II (A)**

#### **Applicability to Contracts**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

#### **Flow Down**

The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

#### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

### **Rights and Remedies of the AGENCY**

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define, if applicable].

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract,

entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### Disputes

**Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **PATENT AND RIGHTS IN DATA**

#### **2 CFR part 200, Appendix II (F)**

#### **37 CFR part 401**

#### **Applicability to Contracts**

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal

Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

### **Flow Down**

The Patent Rights and Rights in Data requirements flow down to all third-party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

### **Model Clause/Language**

Recipients can draw on language provided in 37 C.F.R. § 401.3 for appropriate Patent Rights and Data Rights Clauses for use in their federally funded research, development, demonstration, or special studies projects. Recipients should consult legal counsel for guidance in developing an appropriate Intellectual Property Agreement. At a minimum, recipients can include the following language in their standard boilerplates.

### **Intellectual Property Rights**

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **PUBLIC TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

### **49 USC 5333(b) ("13(c)") 29 CFR Part 215**

#### **Applicability to Contracts**

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

#### **Flow Down**

The employee protective arrangements clause flows down to all third-party contractors and their contracts at every tier.

#### **Model Clause/Language**

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Public Transportation Employee Protective Arrangements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.



## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### 49 CFR Part 26

#### **Background and Applicability**

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third-party contractors can obtain information about the DBE program at the following website locations:

Federal Transit Administration website, Disadvantaged Business Enterprise:

[www.transit.dot.gov/dbe](http://www.transit.dot.gov/dbe)

Department of Transportation website, Disadvantaged Business Enterprise Program:

[www.transportation.gov/civil-rights/disadvantaged-business-enterprise](http://www.transportation.gov/civil-rights/disadvantaged-business-enterprise)

#### **Flow Down**

The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

**Clause Language**

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

**Overview**

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

#### **Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

#### **DBE Participation**

For the purpose of this Contract, the AGENCY will accept only DBEs who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

### **DBE Participation Goal**

The DBE participation goal for this Contract is set at \_\_\_\_%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** \_\_\_\_% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBEs with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offerors documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offerors good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offerors of DBE subcontracting opportunities;
3. The Bidder/Offerors own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBEs that were contacted;
2. A description of the information provided to targeted DBEs regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### **Administrative Reconsideration**

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offerors request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision

on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

#### **Continued Compliance**

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of

expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated within this section of the policy, using the DBE Participation Schedule form.

### **Sanctions for Violations**

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment, in whole or in part, due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBEs participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

#### DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm



## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F**

### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

### **Model Clause/Language**

FTA has developed the following incorporation of terms language:

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **23 USC 402**

**Executive Order No. 13043**

**Executive Order No. 13513**

**US DOT Order No. 3902.10**

### **Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third-party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

### **Flow Down Requirements**

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

### **Model Clause/Language**

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Safe Operation of Motor Vehicles**

#### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

#### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **SUBSTANCE ABUSE REQUIREMENTS**

**49 USC 5331**

**49 CFR part 655**

**49 CFR part 40**

#### **Applicability to Contracts**

Third-party contractors who perform *safety-sensitive functions* must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an

employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;

5. Carrying a firearm for security purposes.

Additionally, third-party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

### **Flow Down Requirements**

The Substance Abuse requirements flow down to all third-party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

### **Model Clause/Language**

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so is dependent on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

## **Explanation of Model Contract Clauses**

### **Option 1**

The recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 C.F.R. part 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those recipients that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

**Option 2**

The recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

**Option 3**

The recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

**SUBSTANCE ABUSE TESTING****Option 1**

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F.R. part 655.

**SUBSTANCE ABUSE TESTING****Option 2**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit

Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

### **SUBSTANCE ABUSE TESTING**

#### **Option 3**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

### **ACCESS REQUIREMENT FOR PERSONS WITH DISABILITIES (ADA)**

**49 USC 5301**

**29 USC 794**

**42 USC 12101**

### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the

basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and any implementing requirements FTA may issue.

## APPENDIX C - ESTIMATE GUIDE

Estimate Type	Items to Include	Where to find supporting information
Services (Other than A & E)	<ol style="list-style-type: none"> <li>1. Description of services</li> <li>2. Qualifications of service providers</li> <li>3. Estimates hours by position or tasks</li> <li>4. Hourly rates or fees, salaries or commissions</li> <li>5. Prevailing wage rate category applied</li> <li>6. Direct Expenses</li> <li>7. Completion Schedule</li> </ol>	<ol style="list-style-type: none"> <li>1. Current or past contracts for similar services.</li> <li>2. Other transit agencies doing similar work.</li> </ol>
Architects, Engineers, Designers	<ol style="list-style-type: none"> <li>1. The tasks you want done.</li> <li>2. The types of people needed (i.e. engineers, admin. Assistant, other)</li> <li>3. The positions: Project Manager, Deputy PM, Senior Engineer/Planner, other)</li> <li>4. The estimated hours by position.</li> <li>5. The salary/billing rates applied.</li> <li>6. The profit/applied fee</li> <li>7. Overhead rate %</li> <li>8. Direct Expenses</li> <li>9. Completion Schedule</li> </ol>	<ol style="list-style-type: none"> <li>1. Current or past contracts for similar services.</li> <li>2. Other properties during similar work.</li> </ol>
Goods/Equipment	<ol style="list-style-type: none"> <li>1. Product needed</li> <li>2. Quantity</li> <li>3. Unit Price</li> <li>4. Delivery Schedule desired</li> <li>5. Warranty</li> </ol>	<ol style="list-style-type: none"> <li>1. Vendor survey/Market Survey or informal quotes</li> <li>2. Price lists</li> <li>3. Current or past contracts for the same or similar product</li> <li>4. Catalog or Internet prices</li> </ol>
Construction	<ol style="list-style-type: none"> <li>1. Product Needed</li> <li>2. Labor (at a minimum use Davis Bacon)</li> <li>3. Materials</li> <li>4. Bonds</li> <li>5. Insurance</li> <li>6. Mobilization</li> <li>7. Equipment</li> <li>8. Mark ups; fringes; overheads; profits</li> <li>9. Completion Schedule</li> </ol>	<ol style="list-style-type: none"> <li>1. "Means Book"</li> <li>2. "Blue Book"</li> <li>3. Davis Bacon Wage Rates <a href="http://www.gpo.gov/davisbacon">www.gpo.gov/davisbacon</a></li> </ol>

## APPENDIX D

### PROCUREMENT CHECKLIST & INSTRUCTIONS

*As an FTA grantee, MAX is responsible for managing its programs and projects in compliance with applicable Federal requirements, and the FTA is responsible for ensuring that recipients comply with those requirements. This also applies to each subrecipient, under an FTA grant or cooperative agreement that enters into contracts with other parties financed with FTA assistance. The Checklists on the following pages are intended to offer guidance through a procurement process when utilizing federal and state funding; it does not constitute full compliance and local procurement guidelines may supersede federal and state procedures.*

STEP 1 – Complete Project Information

STEP 2 – Prepare Independent Cost Estimate (ICE)

STEP 3 – Identify Solicitation Process to Be Used

STEP 4 – Solicitation Development & Submission Requirements

- Method 1 - Required Documentation (Rolling Stock Solicitation)
- Method 2 - Required Documentation (Non-Competitive Solicitation)
- Method 3 - Required Documentation (Competitive Solicitation)
- Method 4 - Required Documentation (Piggyback Solicitation)
- Method 5 - Required Documentation (Sole Source Solicitation)
- Method 6 - Required Documentation (Qualified Based - BROOKS ACT)

STEP 5 – Solicitation & Bid Opening Submission Requirements

STEP 6 – Award & Contract Administration Requirements

STEP 7 – Project Closeout & Reimbursement Requirements



## COMPREHENSIVE PROCUREMENT CHECKLIST

### STEP 1 – Complete Project Information Below

Project Manager/Dept.: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

PROCUREMENT TYPE		PROJECT DESCRIPTION
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Operations/Management	
<input type="checkbox"/> Architectural	<input type="checkbox"/> Rolling Stock	
<input type="checkbox"/> Engineering	<input type="checkbox"/> Construction	
<input type="checkbox"/> Architectural & Engineering	<input type="checkbox"/> Material & Supplies	

Person making purchase:

\_\_\_\_\_

### STEP 2 – Prepare Independent Cost Estimate (ICE Form in Appendix A)

Complete the ICE Form in Appendix A of the MAX Purchasing Policy to prepare a cost/price analysis prior to purchases. The ICE Form is submitted to and retained by the Purchasing Coordinator in central procurement files.

### STEP 3 – Complete Solicitation Process to Be Used Below

*Choose the solicitation process used from categories below*

☐ **Non-Competitive Solicitation** *Use for purchases of less than \$50,000*

#### Competitive Solicitation (Choose ONE)

- ☐ Information for Bid (IFB)
- ☐ Request For Proposal (RFP)
- ☐ Request for Quote (RFQ)
- ☐ Piggyback
- ☐ Sole Source/Single Bid
- ☐ Qualification Based (Brooks Act)
- ☐ Other \_\_\_\_\_

*For Competitive Solicitations, continue to STEP 4 using the proper method of procurement.*

## STEP 4 – Solicitation Development and Requirements (6 methods of choice)

Select the “Method” of acquisition chosen above from the 6 methods below to determine necessary requirements to follow.

**Method 1 - Required Documentation (Rolling Stock Solicitations Only)** all required documents are to be submitted to the Executive Director for review and approval. “Notice to Advance Procurement” form to be signed by Executive Committee prior to project advancement to be eligible for applicable funding.

	Requirement	Performed		Requirement	Performed
1	Obtain written approval from Executive Director and Executive Committee to purchase rolling stock	Yes ___ No ___	5	<u>Price/cost Analysis</u> – Perform a price or cost analysis to assure price is reasonable.	Yes ___ No ___
2	Develop technical specs and cost sheet and submit for review and approval	Yes ___ No ___	6	<u>Copy of contract or purchase order</u> Submit a copy of contract or PO containing all federally required clauses and signed certifications.	Yes ___ No ___
3	<u>Excluded Parties List System (EPLS)</u> – Review the Excluded Parties List at, <a href="https://www.sam.gov/">https://www.sam.gov/</a> to assure the contractor hasn’t been declared ineligible from receiving Federal contracts.	Yes ___ No ___	7	Was written approval received from the MAX Board to proceed?	Yes ___ No ___
4	Review <u>FTA’s TVM website</u> prior to award to verify TVM Certification. Include a print out of the website page (Rolling Stock Procurements only) ( <a href="http://www.fta.dot.gov/civilrights/12891.html">http://www.fta.dot.gov/civilrights/12891.html</a> )	Yes ___ No ___ N/A ___	8	Develop a Record of Procurement Histor to maintain details of a procurement history	Yes ___ No ___

Continue to **“STEP 5 – Award and Contract Administration Requirements”**

**Method 2 -Required Documentation (Non-Competitive Solicitation)** all required documents are to be submitted to Executive Director for review and approval prior to project advancement to be eligible for applicable funding. Procurements of \$10,000 or more require Executive Committee approval prior to project advancement. (If you are **NOT** purchasing via the “Non-Competitive Solicitation” process please skip this section and move to the appropriate section above or below).

1) Was an Independent Cost Estimate (ICE) Performed? Yes \_\_\_ No \_\_\_

2) Search the DBE directory to identify potential qualified DBE vendors (Check the Vendor database on the shared drive or visit [www.FTA.gov](http://www.FTA.gov) for a DBE list) Was this performed? Yes \_\_\_ No \_\_\_

- 3) Was approval obtained at the proper level to proceed with the project solicitation? Yes \_\_\_ No \_\_\_
- 4) A "Written Record of Procurement History" is required to maintain details of a procurement history. Was this file created? Yes \_\_\_ No \_\_\_

Continue to **"STEP 5– Solicitation and Bid Opening Submission Requirements"**

**Method 3 - Required Documentation (Competitive Solicitation)** *all required documents are to be submitted to Executive Director and Executive Committee (MAX) for review and approval prior to project advancement to be eligible for applicable funding. (If you are **NOT** purchasing via the "**Competitive Solicitation**" process skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate Performed? Yes \_\_\_ No \_\_\_
- 2) Submit final version of Solicitation and Specification Development Package to Executive Director and Executive Committee for review and approval prior to project advancement

**The solicitation package should contain at minimum the following content**

- |   |                |
|---|----------------|
| a) Project Scope and Technical Specifications                             | Yes ___ No ___ |
| b) Written Standards of Conduct and Conflicts of Interest                 | Yes ___ No ___ |
| c) Contract Term Limitations (e.g. 5yr limit for Rolling Stock contracts) | Yes ___ No ___ |
| d) Evaluation and Selection Criteria (See Guidelines)                     | Yes ___ No ___ |
| e) DBE Requirements to encourage DBE participation.                       | Yes ___ No ___ |
| f) Assignability Rights   | Yes ___ No ___ |
| g) Protest and Appeals Process  | Yes ___ No ___ |

**Federal Requirements**

- Are required Federal Clauses and Certification attached? Yes \_\_\_ No \_\_\_

*One of the principles of contracting with Federal funds received directly or indirectly from FTA is a recognition that, as a condition of receiving the funds, certain specific Federal requirements must be met not only by the recipient of the funds (the grantee) but also by sub recipients and a grantee's third-party contractors. The Federal requirements to be met by the grantee's third-party contractors will be defined by the clauses and certifications included in the grantee's third party contracts. See comprehensive checklist of required FTA clauses & certifications and FTA matrix.*

- 3) Was the final version of the Solicitation and Specification Development Package submitted to the Purchasing Coordinator, Executive Director and Executive Committee for review with approval to proceed with the solicitation? Yes \_\_\_ No \_\_\_

Continue to **"STEP 5 – Solicitation and Bid Opening Submission Requirements"**

**Method 4 - Required Documentation (PIGGYBACK Solicitation)** *Your Agency may be able to take advantage of existing contracts awarded by other governmental entities for goods/services which you currently need. This practice is called "piggybacking." Required documents are to be submitted to Executive Director and Executive Committee for review and approval prior to project advancement to be eligible for*

*applicable funding. Due to FTA geographical preference rules, MiDeal contracts apply to revenue vehicles only. (If you are **NOT** purchasing via the “**PIGGYBACK**” process please skip this section and move to the appropriate section above or below).*

- 1) Was an Independent Cost Estimate performed and sent to Purchasing Coordinator? Yes \_\_\_ No \_\_\_
- 2) Request in writing to the contracting agency the right to piggyback of the existing contract. Was a written request sent to the contracting agency? Yes \_\_\_ No \_\_\_
- 3) Obtain written approval from contracting agency for rights to piggyback of the existing contract. Was written approval received from contracting agency? Yes \_\_\_ No \_\_\_
- 4) Obtain and review from original contracting agency, the original contract, and review for compliance with federal procurement requirements as stated below.
  - a) Was Procurement Competitively Procured? Yes \_\_\_ No \_\_\_
  - b) Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America requirements? Yes \_\_\_ No \_\_\_
  - c) Does the solicitation contain an express "assignability" clause that provides for the assignment of the specified deliverables? Yes \_\_\_ No \_\_\_
  - d) Did it include the signed "certifications" required? See "Exhibit 1". Yes \_\_\_ No \_\_\_
  - e) Did it contain the clauses required by Federal regulations? See "Exhibit 1". Yes \_\_\_ No \_\_\_
  - f) Were the piggyback quantities (including indefinite quantity) included in the original solicitation; and were they evaluated as part of the contract award decision? Yes \_\_\_ No \_\_\_
  - g) If an indefinite quantity contract, did the original solicitation/contract contain minimum and maximum quantity/value, and represent the foreseeable needs? Yes \_\_\_ No \_\_\_
  - h) If this piggybacking action represents the exercise of an option is it still valid? Yes \_\_\_ No \_\_\_
  - i) Does State law allow for the procedures used by original contracting agency? Yes \_\_\_ No \_\_\_
  - j) Was a cost/price analysis performed by the original contracting agency? Yes \_\_\_ No \_\_\_
  - k) Does the contract meet FTA term limitations (i.e.: 5yr for rolling stock)? Yes \_\_\_ No \_\_\_
  - l) Was there a proper evaluation of the bids or proposals? Yes \_\_\_ No \_\_\_
  - m) If changes are required to deliverables, are they within scope of the contract. Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 5) Was a copy of the original contract obtained? Yes \_\_\_ No \_\_\_
- 6) Were you able to answer yes or N/A to the 13 points of number 4 above? Yes \_\_\_ No \_\_\_
- 7) Have you checked the "Excluded Parties List System" (EPLS) to assure the contractor hasn't been declared ineligible from receiving Federal contracts? Yes \_\_\_ No \_\_\_
- 8) All piggyback acquisitions require a new municipal/vendor contract be established, including the required federal clauses and certifications. Is there a new municipal/vendor contract? Yes \_\_\_ No \_\_\_
- 9) Was there a current "Price/Cost Analysis performed? Yes \_\_\_ No \_\_\_
- 10) Was new "Buy America" pre-award/post-delivery audits done, if applicable, to ensure nothing has changed since the original award? Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 11) Was the full draft procurement package forwarded to MAX and was written approval received from MAX to proceed? Yes \_\_\_ No \_\_\_
- 12) A "Written Record of Procurement History" is required of grantees to maintain details of a procurement history (see Exhibit II), was this file created? Yes \_\_\_ No \_\_\_
- 13) Enter Milestones in database, if applicable

Continue to **“STEP 5 – Solicitation and Bid Opening Submission Requirements”**

**Method 5 - Required Documentation (SOLE SOURCE Solicitation)** *When the recipient requires supplies or services available from only one source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. Subsequently, when the recipient requires an existing contractor/worker to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award. These scenarios must be justified in writing and supported with evaluation of continuing best value. The determination of unique capability or availability of property or services from one source will be a consideration if one of the conditions described below are present and justified.*

**CONDITIONS:**

1. The item was available only from a single source.
2. Public exigency for the requirement did not permit a delay resulting from a competitive solicitation.
3. An emergency for the requirement did not permit a delay resulting from a competitive solicitation.
4. The FTA authorized noncompetitive negotiations.
5. Competition was determined inadequate after solicitation of a number of sources.

The development of a Sole Source justification should be well documented and have several supporting components to it, and have met one or more of the above conditions.

**Justification should contain at minimum the following checklist credentials:**

- ☐ **Justification** – Why items/services to be purchased or performed are available only from a single source.
- ☐ **Business Rational** – Reason for acquiring items or services and their applicability to the project.
- ☐ **Alternative Evaluation** – Narrative of sole source preference verses performing a re-solicitation and award.
- ☐ **Cost/Price Analysis** – A cost/price analysis is necessary for all sole source procurements to assure continued best value is being sought.
- ☐ **Reasonableness of Price** – Narrative of reasonable of price, demonstrating the level of work being performed is a prudent use of resources.

- ☐ **Certification** – Administrative sign-off on the justification in support of all documentation having been reviewed and approved. “Notice to Advance Procurement” form to be signed by Executive Committee for all procurements of \$10,000 or greater.
  - ☐ **Scope of Services** – Attach a current “Scope of Services” pertaining to the sole source award.
- 1) Has at least one (1) of the five (5) conditions above been met? Yes \_\_\_\_ No \_\_\_\_
  - 2) Has a justification been submitted to Executive Director and Executive Committee for review? Yes \_\_\_\_ No \_\_\_\_
  - 3) Was written approval received from Executive Director and Executive Committee to proceed? Yes \_\_\_\_ No \_\_\_\_
  - 4) A "Written Record of Procurement History" is required of grantees to maintain details of a procurement history (see Exhibit II), was this file created? Yes \_\_\_\_ No \_\_\_\_
  - 5) Enter Milestones in database, if applicable

*Continue to **“STEP 5– Solicitation and Bid Opening Submission Requirements”***

#### **Method 6 - Required Documentation (QUALIFICATION BASED - BROOKS ACT)**

*For applicable projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures (Brooks Act procedures) when contracting for A&E services and other services including program and construction management, feasibility studies, preliminary engineering, design, architectural, surveying, mapping, or related services.*

*Not all projects involving construction require qualifications-based procurement procedures such as: end products used in construction, design of message signs, signals, movable barriers, intelligent transportation system (ITS) projects, and actual construction. Whether qualifications-based procurement procedures are necessary depends on the actual services.*

**Qualifications-Based Procurement Procedures** - *The following procedures apply to qualifications-based procurements:*

1. **Qualifications** - Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
2. **Price** - Price is excluded as an evaluation factor in A&E services only.
3. **Most Qualified** - Negotiations are first conducted with only the most qualified offeror.
4. **Next Most Qualified** - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror.

#### **Applicability to Design-Bid-Build and Design-Build Procurements**

**Design-Bid-Build** - The design-bid-build procurement method requires separate contracts for design services and for construction.

1. Design Services - For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law.
2. Construction - Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the recipient generally must use competitive procedures for the construction.

Design-Build - The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor or team.

1. Procurement Method Determined by Value - First separate out the various activities into design or construction costs, and then calculate the estimated total value of each.
2. Construction Predominant - When construction costs are predominant use competitive negotiations or sealed bids for the entire procurement unless determines otherwise in writing.
3. Design Services Predominant - When design costs are predominant use qualifications-based procurements for the entire procurement.
4. Enter Milestones in database, if applicable

Continue to **“STEP 5 – Solicitation and Bid Opening Submission Requirements”**

## **STEP 5 – Solicitation & Bid Opening Submission Requirements**

The solicitation and BID Opening phase encompasses the Advertising, Opening, Review, Analysis, and the Selection processes of competitive and non-competitive procurements. Detailed and comprehensive execution of this phase can help avoid conflicts that could result in delay or possibly even a re-bid of the entire project. Opportunity for clarification of Solicitation Documents may be necessary. A process to address any potential questions should be offered well in advance of the submission deadline (e.g. Q&A via email, pre-bid conference, etc.)

Examination of all proposals received for responsiveness to all corresponding instructions, forms, terms and specifications contained in the solicitation is necessary to provide a proper evaluation. Failure to do so may affect the evaluation of the Bid.

The Checklist below is intended to offer guidance through the opening and review phase if a solicitation/bid was performed utilizing federal funding, it does not constitute full compliance. State and local procurement guidelines may supersede federal practices and should be reviewed for further compliance requirements.

---

*All required documents are to be submitted to the Executive Director and Executive Committee for review and approval prior to project advancement to be eligible for applicable funding. If your purchase is off the MiDeal State Contract, please go to Step 6. All other purchases must complete all questions.*

- 1) Advertisement of the solicitation without geographic preference, except in A/E under certain

circumstances is required.

*MAX will require documented proof this was performed.*

*Was this project advertised without geographic preference?* Yes \_\_\_ No \_\_\_ N/A \_\_\_

- 2) Approved Equals/Request for Clarifications process. *Was an approved equal's process documented?*  
Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 3) Responding to Solicitation Questions - Communicating with potential contractors through pre-bid conferences or Q&A format is a good way to control costs, and minimize disruptions and claims. The grantee "should" post and make the materials distributed and discussed at the conference available to the potential offeror, upon request.  
*Was a Pre-Bid Meeting or Q&A format used?* Yes \_\_\_ No \_\_\_ N/A \_\_\_  
*If so, was all material and discussions posted and made available?* Yes \_\_\_ No \_\_\_
- 4) Bid opening and recording - The opening of bids are public events and open to the general public. The bids are opened at a specified time and recorded on a document called an Abstract of Bids and this document is available for public inspection after completion. *Was a Bid Opening and Recording performed?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 5) Review of all Request for Proposals or Invitation for Bids in accordance with selection criteria  
*Were all proposals or bids evaluated based on established Evaluation and Selection Criteria (see Exhibit III) set forth in the solicitation for responsiveness?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 6) Disadvantaged Business Enterprises (DBE)- *Were all proposals or bids evaluated to determine if a "Good Faith Effort" to involve DBE's and documentation provided?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 7) Tabulation of Bids/Proposals – Document in a tabular format all bids/proposals including selection criteria, responsibility determination and grading. *Was the process of tabulating all bid/proposals performed?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 8) Cost or Price Analysis - A cost or price analysis is required for every contract and every change order so that the essential objective of a reasonable price is assured. *Was a cost/price analysis (ICE) performed?* Yes \_\_\_ No \_\_\_
- 9) Debarred Vendors – Review of the list of Excluded Parties at, <https://www.sam.gov/> to assure the contractor hasn't been declared ineligible or debarred from receiving Federal contracts. *Was this process performed and a copy printed?* Yes \_\_\_ No \_\_\_
- 10) Review FTA's TVM website (<http://www.fta.dot.gov/civilrights/12891.html>) prior to bid award to verify TVM Certification. Include a print out of the website page with bid documentation. *Was this process performed?* Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 11) Award Selection and Justification - The potential winning vendor selected, based on evaluation criteria to offer a contract to must be supported with documented justification explaining the decision. If procurement was low bid, provide justification if award is to be to someone other than lowest bidder. *Was this process performed?* Yes \_\_\_ No \_\_\_
- 12) Formal Protests - Were any filed? (if your answer is no, move onto number 13) Yes \_\_\_ No \_\_\_  
If you answered yes, has MAX received all documentation? Yes \_\_\_ No \_\_\_



- 13) Draft copy of proposed Contract – A draft copy of a contract should be developed, containing all federally required clauses and certifications for review prior to actual contract being entering into. *Was this performed and has the Purchasing Office sent the vendor a copy of the required FTA clauses with the Purchase Order?* Yes \_\_\_ No \_\_\_
- 14) Provide copies of all documentation gathered and prepared in steps 1-13 above to MAX Authority Board for review and approval. Proceeding to contract award prior to approval can render the project ineligible for funding. Has all documentation been submitted to MAX Authority Board for review? Yes \_\_\_ No \_\_\_
- 15) Did MAX issue an Award of Contract and/or Notice to Proceed? Yes \_\_\_ No \_\_\_
- 16) Have copies of all required documentation gathered above been sent to the central purchasing files? Yes \_\_\_ No \_\_\_

Continue to **“STEP 6 – Award and Contract Administration Requirements”**

## STEP 6 – Award and Contract Administration Requirements

*The Project Award and Contract Administration phase encompasses the contract development, contract award, and order to precede portion of purchasing. If the RFP specifies, the RFP can become the basis for a binding contract with the selected vendor. Clarity of work task expectations should be clear to avoid conflicts or misinterpretations that could result in project delays or unintended results. For example, include deliverables, benchmarks and expectations, and approval process for each step.*

The Checklist below is intended to offer guidance through the Award and Contract Administration phase if a solicitation/bid will use federal funding.

- 1) Award contract, adhering to applicable contract term limitations.  
Was a correspondence for contract award performed? Yes \_\_\_ No \_\_\_
- 2) Finalize Contract w/appropriate clauses & certifications. Was this Performed? Yes \_\_\_ No \_\_\_
- 3) Secure Bonds and Insurance as required. Was this Performed? Yes \_\_\_ No \_\_\_ N/A \_\_\_
- 4) Develop milestones and closeout procedures. Was this Performed? Yes \_\_\_ No \_\_\_
- 5) Awarded Vendor Information – Capture all necessary vendor information, including name, address, phone, fax, email, web, Federal ID, DUNS number, contract amount, and DBE/WMBE status. Yes \_\_\_ No \_\_\_
- 6) Submitted documentation to MAX Authority Board for review and approval. Yes \_\_\_ No \_\_\_
- 7) Written order to Proceed, upon approval from MAX Authority Board. Was this Performed? Yes \_\_\_ No \_\_\_
- 8) Change Orders will require approval before project can proceed further.
  - a. Were there any “Change Orders”? Yes \_\_\_ No \_\_\_
  - b. Did all change orders receive approval to proceed in writing? Yes \_\_\_ No \_\_\_
  - c. Did a Price/Cost Analysis accompany all change orders? Yes \_\_\_ No \_\_\_
- 9) Submit all documentation gathered above to MAX and place in the "Written Record of Procurement History" file? Yes \_\_\_ No \_\_\_
- 10) Enter Vendor data and Milestones in database, if applicable

Continue to **“STEP 7 – Project Closeout and Reimbursement Requirements”**

## STEP 7 – Project Closeout and Reimbursement Requirements

A completed contract is one that is both physically and administratively complete. A contract is physically complete only after all deliverable items and services called for under the contract have been delivered and accepted by the grantee. A contract is administratively complete when all payments have been made and all administrative actions accomplished. The steps that must be completed to close out a contract will depend upon the type and/or nature of the contract.

The closeout of routine purchase orders or contracts will need to ensure that all acquisitions have been inspected and accepted in conformance with the purchase order/contract specifications. An inspection/acceptance form should be in the file attesting to the contractor's delivery of all contract end items, including any descriptive literature or warranty documentation. There must also be documentation attesting to final payment by the accounts payable department.

Non-routine contracts for services, construction, rolling stock, etc. - Contracts for personal services, complex equipment, construction, and other one-of-kind items will require a number of steps to affect an administrative closeout. Major elements of the closeout process, and related documentation, might include:

1. Has resolution of all contract changes, claims, and final quantities to be delivered taken place? Yes \_\_\_ No \_\_\_ N/A\_\_\_
2. Has settlement of all prime and subcontracts as well as any retainage taken place? Yes \_\_\_ No \_\_\_ N/A\_\_\_
3. Have all post-delivery inspections been performed and documented as acceptable? Yes \_\_\_ No \_\_\_ N/A\_\_\_
4. Have all post-delivery certifications, as applicable, been signed, received and documented, including post-delivery buy America requirements? Yes \_\_\_ No \_\_\_ N/A\_\_\_
5. Did submittal of all required documentation (final reports, lease & service agreements, maintenance policy and plans, etc.) take place? Yes \_\_\_ No \_\_\_ N/A\_\_\_
6. Have all cancelled checks, electronic transfers, project invoice(s), signed agreements and certifications been submitted to MAX for review and final approval of project close-out? Yes \_\_\_ No \_\_\_ N/A\_\_\_
7. Enter Milestones in database, if applicable

### **Important information:**

**Record Retention** - The Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the FTA may require during the course of the Project and for three (3) years thereafter.

**Access to Records of Recipients and Subrecipients** - Upon request, the Recipient agrees to permit and require its Subrecipients to permit the Secretary of Transportation, the Comptroller General of the United States,

*and, if appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipient pertaining to the Project.*

*Project Closeout* - *Project closeout does not alter these reporting and record retention requirements.*

## APPENDIX E - GUIDELINES

### 1. REQUIRED PURCHASING DOCUMENTATION

Many procurement reviews may find few problems with the fundamental decisions leading to the results of procurement, but may lead to non-compliance issues because decisions were not well documented. Stating briefly why a decision was made may justify the decision/purchase and satisfy the requirements of applicable third-party contracting requirements. Where appropriate, the procurement documentation file should contain:

- ☐ Purchase request, acquisition planning info, and other pre-solicitation documents;
- ☐ Evidence of funding availability (i.e. Department budget or MAX's Operating Budget);
- ☐ Rationale for the method of procurement (negotiations, formal advertising);
- ☐ List of vendors solicited & DBE review documentation;
- ☐ Independent Cost Estimate (ICE);
- ☐ Statement of work/scope of services;
- ☐ Public Notices or letter of solicitation to vendors
- ☐ Copy of the actual RFP/IFB or solicitation, all addenda, and amendments, and documentation of the questions and responses provided offerors;
- ☐ Copies of proposals/quotes received (preferably the one marked "original")
- ☐ Documentation of sam.gov debarred vendors check;
- ☐ Contractor's contingent fee representation and other certifications and representations;
- ☐ Evaluation Criteria, ranking and selection rationale (must include responsiveness to proposal, and cost in criteria) and any raw tabulation sheets used by the selection committee;
- ☐ Cost/price analysis that proposed cost is fair and reasonable (after solicitation) and the required internal approvals for award;
- ☐ Notice of Award and notice to unsuccessful bidders, and Notice to Proceed
- ☐ Record of any protest;
- ☐ Bid, Performance, Payment, or other bond documents, and notices to sureties;
- ☐ Required insurance documents, if any

Purchase order forms (electronic or manual) and standard files for small purchases can be designed to make the recording of most of the relevant data for small purchases automatic. Bid and proposal files, particularly if you use sealed bids for \$50,000+ purchases can also be standardized to facilitate recording the appropriate data. For larger procurements, there are often memoranda or correspondence that, if assembled in the file, addresses many of the key issues.

The procurement file and the contract administration file can be coordinated by standard practice, so that nothing between bid opening and notice of award is omitted.

## 2. EVALUATION & SELECTION CRITERIA

The required feature that distinguishes an RFP from an IFB is the listing of evaluation factors. These factors typically include responsibility factors (financial, human, and physical capacity to perform), and technical factors (ability to perform based on information submitted and the relative qualifications of the proposer's personnel). Some criteria also list order of importance, weighting and the scoring methods use in selection. For instance, in the case of Qualification-Based purchases, the elimination of cost as being a deciding factor emphasizes the importance of writing to technical, educational and experience skillsets.

The purposes for disclosing of the evaluation process are so that:

- Offerors can more accurately respond to your needs; and
- Clearly present the information you need to conduct your evaluation; and

The competitive proposal process involves a subjective evaluation process and discussions that are typically confidential. Acceptance by the public and dissatisfied offerors is more likely if the evaluation and selection process is well documented.

The following is a listing of elements commonly found in the competitive proposal method of procurement.

- 1) *Technical and cost proposal may be requested under separate cover so that they may be evaluated, frequently by separate staff. Where the appearance of technical objectivity is important, it is a better practice to initially evaluate the technical proposals without knowledge of costs, so that an objective and impartial evaluation can be obtained;*
- 2) *The evaluation factors to be considered (past performance, technical criteria, key personnel, education and experience, cost, and relative importance) in the award are identified in the RFP along with the relative importance of each. While this requires only the ranking of the factors without quantifying the importance or describing the process for applying the factors to proposals, some agencies disclose their selection process in detail. (CAUTION: Disclosing the specific weights and scoring processes may encourage proposers to distort their proposals, and may strengthen the disappointed proposer's attack on an agency's decision);*
- 3) *Provide a full description of the process to be undertaken to guide proposers in a strong understanding your needs. This can also strengthen the impartiality of your evaluation team, encourages openness in a negotiation process.*
- 4) *Notify prospective offerors that award may be made on the basis of initial proposals submitted without any negotiations or discussions. This clearly states the initial proposal should be their best effort.*

### 3. “FULL AND OPEN COMPETITION”

The Federal Transit Administration requires all procurements to be conducted in a manner providing for full and open competition. This requirement limits the use of noncompetitive contract awards to those situations when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of several specifically named circumstances are present. Thus, contracts with a value of more than \$50,000 shall be awarded by sealed bid or competitive negotiation unless there is an explicit exception, and acceptance of the proposal is subject to MAX Board approval.

The FTA considers the following practices to be restrictive of competition:

- Unreasonable requirements placed on firms in order for them to qualify to do business;
- Unnecessary experience and excessive bonding requirements;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive awards to any person or firm on retainer contracts;
- Restrictive use of brand names;
- Any arbitrary action in the procurement process;
- Geographic preferences;
- Organizational Conflicts of Interest; and
- Prohibitive or restrictive type contracts.

*Brand Names - A 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. The FTA considers use of brand names restrictive without opportunity for an Approved Equals process (an item or service which has been approved by the procuring agency as equal to the brand name item originally specified).*

*Prohibition Against Geographic Preferences - Grantees shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.*

## 4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### “Good Faith Efforts”

MAX maintains procedures that document our Good Faith Efforts to encourage DBE participation on contracts that use federal funds that have an established DBE goal. A good faith effort is defined as one where the bidder:

1. *Documents that it has obtained enough DBE participation to meet the goal; or*
2. *Documents adequate good faith efforts, even though it did not meet the goal.*

Below are suggested actions that MAX should perform and document to demonstrate good faith efforts to encourage DBE participation in solicitations. These efforts must be active steps, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal.

Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBEs standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (e.g. union vs. non-union employee status) are not legitimate reasons for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal.

The following, which is not all inclusive, list types of actions which indicate good faith efforts on the part of a bidder to meet MAX's DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract.

1. Attendance at a pre-bid meeting, if any, scheduled to inform DBEs of subcontracting opportunities under a given solicitation.
2. Advertisement in general circulation media, trade association publications, and minority-focus media.
3. Written notification to capable DBEs that their interest in the contract is solicited.
4. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
  - a. The names, addresses, and telephone numbers of DBEs contacted and the date.
  - b. A description of the information provided to DBEs.
  - c. A statement explaining why additional agreements with DBEs were not reached.
5. For DBE bidders contacted but rejected as unqualified, the reason for that conclusion.
6. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder.

7. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
8. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
9. Evidence that adequate information was provided to DBEs about the plans, specifications and requirements of the contract, and that information was communicated in a timely manner.
10. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

### Approval by Governing Board

The Macatawa Area Express Board of Directors hereby approves revision dated August 28, 2023 of the Procurement Policies and Procedures Manual at the Board meeting held on day 28 of August 2023.

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Russell TeSlaa, Board Chairman – Macatawa Area Express



FTA Triennial Review – 6901 Macatawa Area Express Transportation Authority (MAX)

Exit Conference Summary

August 10, 2023

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
1. Legal	ND				
2. Financial Management and Capacity	D	*F8-1: Ineligible operating expense calculation <i>(repeat deficiency from 2016 and 2019 review periods)</i>	It is the responsibility of the recipient to calculate net eligible operating costs properly. An ECHO transaction for operating assistance under award MI-2020-039-03-00 (CARES Act funds) in the amount of \$600,000 dated 3/14/2022 included a State Infrastructure Loan in the amount of \$1,417,847 and interest in the amount of \$52,963.38 as eligible operating expenses for the period 10/1/2021-2/24/2022. This loan was used to purchase rolling stock. MAX repaid the federal portion of this loan through regular 5307, 5339, and CMAQ awards. Therefore, these expenses should not have been listed as eligible operating expenses under the CARES Act funds.	<p>Submit to the FTA Regional Office:</p> <ul style="list-style-type: none"> <li>Evidence of an approved FTA's Financial Management training for the City of Holland.</li> <li>An updated MAX's Policies and Procedures – Federal Awards Administration to reflect all eligible and ineligible expenses as noted in the FTA C 9030.1E – Urbanized Area Formula Program and evidence that the updated policies and procedures have been approved by the Board.</li> <li>Copies of the ECHO Drawdown Authorizations for all eligible operating expenses with all supporting documents for the next two quarter.</li> </ul>	<p>90 days</p> <p>90 days</p> <p>180 days</p>

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
3. Technical Capacity – Award Management	D	TC-AM2-2: MPR/FFR do not agree	Unliquidated obligations are binding commitments that have been entered into and for which expenditures have not yet been recorded because goods and services have not been received and are reported on an accrual basis. The sample FFRs does not show that unliquidated obligations are reported accurately. (1) MI-2020-039-00 – FY 2022 (2) MI-2019-033-00 FY 2022 (3) MI-2021-025-00 FY 2022 (4) MI-2021-010-02 – FY 2022	Submit to the FTA Regional Office: <ul style="list-style-type: none"> <li>The name(s) of the responsible individual(s) who will be accountable for submitting accurate and timely MPRs/FFRs.</li> <li>Evidence of training for the responsible individual(s) submitting MPRs and FFRs.</li> <li>The updated Federal Awards Policies and Procedures as of August 2023 approved by the Board.</li> </ul>	90 days
4. Technical Capacity – Program Management and Subrecipient Oversight	NA				
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	ND				
7. Satisfactory Continuing Control	ND				

Review Area	Finding	Deficiency Code(s)	Preliminary Deficiency Summary	Corrective Action(s)	Days from Final Report
8. Maintenance	D	M5-1: Inadequate oversight of contractor's maintenance activities ( <i>repeat deficiency</i> )	As a corrective action in the FY 2019 Comprehensive Review, MAX updated their Vehicle Maintenance Policies and Procedure Manual to include written quarterly oversight of maintenance activities for the City of Holland.  As of January 2023, MAX has since removed that corrective action language in the Vehicle Maintenance Policies and Procedure Manual. In addition, MAX could not provide evidence of the quarterly written reports.	Submit to the FTA Regional Office: <ul style="list-style-type: none"><li>Copies of the quarterly written maintenance reports for the City of Holland for the next 3 months. Written reports should include oversight of equipment and facilities to ensure they are maintained in good operating order. In addition, these written reports should include corrective actions as it relates to PM inspections and any visual assessment of equipment and facilities.</li></ul>	90 days
9. Procurement	ND				
10. Disadvantaged Business Enterprise	ND				
11. Title VI	ND				
12. Americans with Disabilities Act (ADA) – General	ND				
13. ADA – Complementary Paratransit	ND				
14. Equal Employment Opportunity	ND				
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace	ND				

<b>Review Area</b>	<b>Finding</b>	<b>Deficiency Code(s)</b>	<b>Preliminary Deficiency Summary</b>	<b>Corrective Action(s)</b>	<b>Days from Final Report</b>
18. Drug and Alcohol Program	ND				
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				
22. Public Transportation Agency Safety Plan (PTASP)	ND				
23. Cybersecurity	NA				

# MACATAWA AREA EXPRESS - MONTHLY RIDERSHIP SUMMARY

(NOTES: Some figures calculated using non-rounded numbers. AUXILIARY ridership includes counts for non-traditional services: Tulip Time Tours, Shuttle, Kertsmarket, etc.)

## FIXED ROUTE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.
1,978	1,853	6.7%	98.9	92.7	6.7%	0.0	0.0	#DIV/0!
1,915	2,272	-15.7%	95.8	113.6	-15.7%	0.0	0.0	#DIV/0!
1,239	1,615	-23.3%	62.0	80.8	-23.3%	0.0	0.0	#DIV/0!
1,587	1,595	-0.5%	79.4	79.8	-0.6%	0.0	0.0	#DIV/0!
1,594	1,314	21.3%	79.7	65.7	21.3%	0.0	0.0	#DIV/0!
2,891	2,212	30.7%	144.6	110.6	30.7%	0.0	0.0	#DIV/0!
1,114	1,251	-11.0%	55.7	62.6	-11.0%	0.0	0.0	#DIV/0!
1,059	1,171	-9.6%	53.0	58.6	-9.6%	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
#REF!	0	#REF!	#REF!	0.0	#REF!	#REF!	0.0	#REF!
0	0	#DIV/0!	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
8,524	8,693	-1.9%	426.2	434.6	-1.9%	0.0	0.0	#DIV/0!
862	866	-0.5%	43.1	43.3	-0.5%	0.0	0.0	#DIV/0!
1,819	1,609	13.1%	91.0	80.5	13.0%	0.0	0.0	#DIV/0!
2,172	2,115	2.7%	108.6	105.8	2.6%	0.0	0.0	#DIV/0!
13,377	13,283	0.7%	668.9	664.2	0.7%	0.0	0.0	#DIV/0!

CITY OF HOLLAND  
HOLLAND TWP.  
CITY OF ZEELAND  
ZEELAND TWP.  
PARK TWP.  
AUXILIARY

TOTAL MONTHLY BOARDING		
JUL. '23	JUL. '22	% CHG.
7,081	6,648	6.5%
5,290	5,523	-4.2%
1,006	1,112	-9.5%
0	0	#DIV/0!
0	0	#DIV/0!
0	0	#DIV/0!

## TWILIGHT ROUTE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
-	-	-	-	-	-	-	-	-
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!

CITY OF HOLLAND  
HOLLAND TWP.

TOTAL MONTHLY BOARDING		
JUL. '23	JUL. '22	% CHG.
0	0	#DIV/0!
0	0	#DIV/0!

## DEMAND RESPONSE

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.
187	1,136	-83.5%	8.9	54.9	-83.8%	1.8	7.6	-76.3%
4	0	#DIV/0!	0.2	0.0	#DIV/0!	0.0	0.0	#DIV/0!
181	96	88.5%	9.1	4.8	88.5%	0.0	0.2	-100.0%
2,243	2,278	-1.5%	105.6	107.9	-2.2%	26.4	24.0	10.0%
2,615	3,510	-25.5%	123.7	167.6	-26.2%	28.2	31.8	-11.3%

CITY OF HOLLAND  
HOLLAND TWP.  
CITY OF ZEELAND  
ZEELAND TWP.  
PARK TWP.  
AUXILIARY

TOTAL MONTHLY BOARDING		
JUL. '23	JUL. '22	% CHG.
1,220	1,999	-39.0%
1,011	1,105	-8.5%
127	175	-27.4%
39	26	50.0%
218	205	6.3%
0	0	#DIV/0!

## NIGHT OWL

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.
97	160	-39.4%	4.7	7.6	-38.8%	0.8	1.6	-50.0%
0	7	-100.0%	0.0	0.3	-100.0%	0.0	0.4	-100.0%
12	14	-14.3%	0.4	0.5	-20.0%	0.8	0.8	0.0%
165	140	17.9%	6.9	5.9	16.1%	5.6	4.4	27.3%
274	321	-14.6%	11.9	14.3	-16.8%	7.2	7.2	0.0%

CITY OF HOLLAND  
HOLLAND TWP.  
CITY OF ZEELAND  
ZEELAND TWP.

TOTAL MONTHLY BOARDING		
JUL. '23	JUL. '22	% CHG.
97	133	-27.1%
145	142	2.1%
32	46	-30.4%
0	0	#DIV/0!

## OVERALL RIDERSHIP

TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.	JUL. '23	JUL. '22	% CHG.
8,808	9,989	-11.8%	439.8	497.1	-11.5%	2.6	9.2	-71.7%
866	873	-0.8%	43.3	43.6	-0.7%	0.0	0.4	-100.0%
2,012	1,719	17.0%	100.4	85.7	17.2%	0.8	1.0	-20.0%
4,580	4,533	1.0%	221.0	219.6	0.6%	32.0	28.4	12.7%
16,266	17,114	-5.0%	804.5	846.0	-4.9%	35.4	39.0	-9.2%

CITY OF HOLLAND  
HOLLAND TWP.  
CITY OF ZEELAND  
ZEELAND TWP.  
PARK TWP.  
AUXILIARY

TOTAL MONTHLY BOARDING		
JUL. '23	JUL. '22	% CHG.
8,398	8,780	-4.3%
6,446	6,770	-4.8%
1,165	1,333	-12.6%
39	26	50.0%
218	205	6.3%
0	0	#DIV/0!

## ON-TIME PERCENTAGE

JUL. '23	JUL. '22	DIFF. (+/-)
96.4%	97.1%	-0.7%
99.4%	99.5%	-0.1%

## SERVICE DAYS

JUL. '23	JUL. '22
20	20
5	5

FIXED ROUTE  
DEMAND RESPONSE  
TWILIGHT  
NIGHT OWL

## DISTRIBUTION OF RIDERSHIP

JUL. '23	JUL. '22	DIFF. (+/-)
82.24%	77.61%	4.63%
16.08%	20.51%	-4.43%
0.00%	0.00%	0.00%
1.68%	1.88%	-0.20%

**Macatawa Area Express Ridership by Government Unit**

Fiscal Year	Fixed Route													Reservation Service												
	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.		Auxiliary	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.	%	Auxiliary	%
Oct-20	0	0	###	0	###	0	###	0	###	0	###	0	###	6,021	3,429	57	2,021	34	430	7	39	1	102	2	0	0
Nov-20	0	0	###	0	###	0	###	0	###	0	###	0	###	4,590	2,543	55	1,547	34	338	7	46	1	116	3	0	0
Dec-20	0	0	###	0	###	0	###	0	###	0	###	0	###	4,193	2,209	53	1,555	37	248	6	47	1	134	3	0	0
Jan-21	0	0	###	0	###	0	###	0	###	0	###	0	###	4,137	2,336	56	1,390	34	231	6	37	1	143	3	0	0
Feb-21	0	0	###	0	###	0	###	0	###	0	###	0	###	4,035	2,347	58	1,323	33	231	6	14	0	120	3	0	0
Mar-21	8,565	4,149	48	3,769	44	647	8	0	0	0	0	0	0	3,995	2,342	59	1,318	33	184	5	12	0	139	3	0	0
Apr-21	9,806	4,682	48	4,448	45	676	7	0	0	0	0	0	0	3,704	2,115	57	1,261	34	167	5	14	0	147	4	0	0
May-21	10,178	4,889	48	4,488	44	801	8	0	0	0	0	0	0	3,228	1,755	54	1,120	35	158	5	18	1	177	5	0	0
Jun-21	11,669	5,973	51	4,983	43	713	6	0	0	0	0	0	0	3,473	1,908	55	1,185	34	175	5	22	1	183	5	0	0
Jul-21	11,785	5,901	50	5,062	43	822	7	0	0	0	0	0	0	3,389	1,853	55	1,160	34	173	5	12	0	191	6	0	0
Aug-21	12,516	6,395	51	5,249	42	872	7	0	0	0	0	0	0	3,513	1,889	54	1,238	35	188	5	21	1	177	5	0	0
Sep-21	13,322	6,685	50	5,607	42	1,030	8	0	0	0	0	0	0	3,441	1,851	54	1,235	36	185	5	20	1	150	4	0	0
<b>Total</b>	<b>77,841</b>	<b>38,674</b>	<b>50</b>	<b>33,606</b>	<b>43</b>	<b>5,561</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47,719</b>	<b>26,577</b>	<b>56</b>	<b>16,353</b>	<b>34</b>	<b>2,708</b>	<b>6</b>	<b>302</b>	<b>1</b>	<b>1,779</b>	<b>4</b>	<b>0</b>	<b>0</b>
Oct-21	14,570	7,045	48	6,361	44	1,164	8	0	0	0	0	0	0	3,781	2,051	54	1,341	35	201	5	21	1	167	4	0	0
Nov-21	14,675	7,350	50	6,186	42	1,139	8	0	0	0	0	0	0	3,794	2,052	54	1,267	33	178	5	23	1	202	5	72	2
Dec-21	13,965	6,982	50	5,859	42	1,124	8	0	0	0	0	0	0	3,534	1,896	54	1,233	35	181	5	34	1	190	5	0	0
Jan-22	13,236	6,604	50	5,527	42	1,105	8	0	0	0	0	0	0	3,349	1,826	55	1,162	35	162	5	31	1	168	5	0	0
Feb-22	15,720	7,830	50	6,461	41	1,429	9	0	0	0	0	0	0	3,587	1,892	53	1,273	35	213	6	25	1	184	5	0	0
Mar-22	19,155	9,846	51	7,665	40	1,644	9	0	0	0	0	0	0	4,061	2,152	53	1,456	36	218	5	27	1	208	5	0	0
Apr-22	16,385	8,401	51	6,696	41	1,288	8	0	0	0	0	0	0	3,637	2,017	55	1,236	34	203	6	22	1	159	4	0	0
May-22	13,863	6,880	50	5,605	40	1,378	10	0	0	0	0	0	0	3,764	2,131	57	1,187	32	222	6	27	1	183	5	14	0
Jun-22	14,556	7,250	50	6,110	42	1,196	8	0	0	0	0	0	0	3,966	2,254	57	1,229	31	228	6	31	1	224	6	0	0
Jul-22	13,283	6,648	50	5,523	42	1,112	8	0	0	0	0	0	0	3,510	1,999	57	1,105	31	175	5	26	1	205	6	0	0
Aug-22	14,959	7,810	52	6,044	40	1,105	7	0	0	0	0	0	0	4,154	2,319	56	1,335	32	208	5	32	1	260	6	0	0
Sep-22	14,129	7,342	52	5,555	39	1,232	9	0	0	0	0	0	0	3,797	2,117	56	1,272	34	176	5	23	1	209	6	0	0
<b>Total</b>	<b>178,496</b>	<b>89,988</b>	<b>50</b>	<b>73,592</b>	<b>41</b>	<b>14,916</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44,934</b>	<b>24,706</b>	<b>55</b>	<b>15,096</b>	<b>34</b>	<b>2,365</b>	<b>5</b>	<b>322</b>	<b>1</b>	<b>2,359</b>	<b>5</b>	<b>86</b>	<b>0</b>
Oct-22	13,577	7,232	53	5,146	38	1,199	9	0	0	0	0	0	0	3,476	1,836	53	1,224	35	187	5	25	1	204	6	0	0
Nov-22	13,699	7,158	52	5,363	39	1,178	9	0	0	0	0	0	0	3,166	1,442	46	1,223	39	170	5	27	1	229	7	75	2
Dec-22	13,106	6,988	53	5,109	39	1,009	8	0	0	0	0	0	0	2,811	1,277	45	1,136	40	181	6	15	1	202	7	0	0
Jan-23	14,448	7,799	54	5,397	37	1,252	9	0	0	0	0	0	0	3,100	1,446	47	1,205	39	198	6	24	1	227	7	0	0
Feb-23	12,881	6,685	52	5,064	39	1,132	9	0	0	0	0	0	0	2,973	1,387	47	1,176	40	180	6	25	1	205	7	0	0
Mar-23	14,950	7,753	52	6,043	40	1,154	8	0	0	0	0	0	0	3,401	1,529	45	1,446	43	178	5	25	1	223	7	0	0
Apr-23	12,838	6,435	50	5,469	43	934	7	0	0	0	0	0	0	2,825	1,272	45	1,210	43	137	5	19	1	187	7	0	0
May-23	14,247	7,070	50	5,968	42	1,209	8	0	0	0	0	0	0	3,042	1,342	44	1,290	42	148	5	47	2	215	7	0	0
Jun-23	15,211	8,066	53	6,012	40	1,133	7	0	0	0	0	0	0	2,968	1,371	46	1,200	40	136	5	40	1	221	7	0	0
Jul-23	13,377	7,081	53	5,290	40	1,006	8	0	0	0	0	0	0	2,615	1,220	47	1,011	39	127	5	39	1	218	8	0	0
Aug-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	0	###	0	###	0	###	0	###	0	###	###
Sep-23	0	0	###	0	###	0	###	0	###	0	###	0	###	0	0	0	###	0	###	0	###	0	###	0	###	###
<b>Total</b>	<b>138,334</b>	<b>72,267</b>	<b>52</b>	<b>54,861</b>	<b>40</b>	<b>11,206</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,377</b>	<b>14,122</b>	<b>46</b>	<b>12,121</b>	<b>40</b>	<b>1,642</b>	<b>5</b>	<b>286</b>	<b>1</b>	<b>2,131</b>	<b>7</b>	<b>75</b>	<b>0</b>

**Macatawa Area Express Ridership by Government Unit**

Fiscal Year	Twilight Fixed Route					Night Owl Service									Total Service												
	Total Rides	City of Holland	%	Holland Twp.	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Total Rides	City of Holland	%	Holland Twp.	%	City of Zeeland	%	Zeeland Twp.	%	Park Twp.	%	Auxiliary	%
Oct-20	0	0	###	0	###	485	193	40	278	57	6	1	8	2	6,506	3,622	56	2,299	35	436	7	47	1	102	2	0	0
Nov-20	0	0	###	0	###	351	130	37	200	57	16	5	5	1	4,941	2,673	54	1,747	35	354	7	51	1	116	2	0	0
Dec-20	0	0	###	0	###	265	115	43	133	50	6	2	11	4	4,458	2,324	52	1,688	38	254	6	58	1	134	3	0	0
Jan-21	0	0	###	0	###	314	119	38	171	54	24	8	0	0	4,451	2,455	55	1,561	35	255	6	37	1	143	3	0	0
Feb-21	0	0	###	0	###	354	135	38	183	52	36	10	0	0	4,389	2,482	57	1,506	34	267	6	14	0	120	3	0	0
Mar-21	0	0	###	0	###	417	184	44	194	47	39	9	0	0	12,977	6,675	51	5,281	41	870	7	12	0	139	1	0	0
Apr-21	0	0	###	0	###	353	149	42	147	42	57	16	0	0	13,863	6,946	50	5,856	42	900	6	14	0	147	1	0	0
May-21	0	0	###	0	###	335	162	48	125	37	45	13	3	1	13,741	6,806	50	5,733	42	1,004	7	21	0	177	1	0	0
Jun-21	0	0	###	0	###	357	173	48	134	38	50	14	0	0	15,499	8,054	52	6,302	41	938	6	22	0	183	1	0	0
Jul-21	0	0	###	0	###	340	157	46	139	41	42	12	2	1	15,514	7,911	51	6,361	41	1,037	7	14	0	191	1	0	0
Aug-21	0	0	###	0	###	393	187	48	146	37	58	15	2	1	16,422	8,471	52	6,633	40	1,118	7	23	0	177	1	0	0
Sep-21	0	0	###	0	###	374	157	42	152	41	64	17	1	0	17,137	8,693	51	6,994	41	1,279	7	21	0	150	1	0	0
Total	0	0	###	0	###	4,338	1,861	43	2,002	46	443	10	32	1	129,898	67,112	52	51,961	40	8,712	7	334	0	1,779	3	0	0
Oct-21	0	0	###	0	###	387	184	48	146	38	55	14	2	1	18,738	9,280	50	7,848	42	1,420	8	23	0	167	1	0	0
Nov-21	0	0	###	0	###	403	207	51	134	33	60	15	2	0	18,872	9,609	51	7,587	40	1,377	7	25	0	202	1	72	0
Dec-21	0	0	###	0	###	403	190	47	148	37	61	15	4	1	17,902	9,068	51	7,240	40	1,366	8	38	0	190	1	0	0
Jan-22	0	0	###	0	###	347	144	41	137	39	64	18	2	1	16,932	8,574	51	6,826	40	1,331	8	33	0	168	1	0	0
Feb-22	0	0	###	0	###	368	172	47	118	32	78	21	0	0	19,675	9,894	50	7,852	40	1,720	9	25	0	184	1	0	0
Mar-22	0	0	###	0	###	490	252	51	170	35	68	14	0	0	23,706	12,250	52	9,291	39	1,930	8	27	0	208	1	0	0
Apr-22	0	0	###	0	###	485	224	46	173	36	87	18	1	0	20,507	10,642	52	8,105	40	1,578	8	23	0	159	1	0	0
May-22	0	0	###	0	###	392	168	43	156	40	67	17	1	0	18,019	9,179	51	6,948	39	1,667	9	28	0	183	1	14	0
Jun-22	0	0	###	0	###	408	183	45	164	40	57	14	4	1	18,930	9,687	51	7,503	40	1,481	8	35	0	224	1	0	0
Jul-22	0	0	###	0	###	321	133	41	142	44	46	14	0	0	17,114	8,780	51	6,770	40	1,333	8	26	0	205	1	0	0
Aug-22	0	0	###	0	###	427	203	48	173	41	50	12	1	0	19,540	10,332	53	7,552	39	1,363	7	33	0	260	1	0	0
Sep-22	0	0	###	0	###	365	160	44	159	44	45	12	1	0	18,291	9,619	53	6,986	38	1,453	8	24	0	209	1	0	0
Total	0	0	###	0	###	4,796	2,220	46	1,820	38	738	15	18	0	228,226	116,914	51	90,508	40	18,019	8	340	0	2,359	1	86	0
Oct-22	0	0	###	0	###	373	174	47	149	40	49	13	1	0	17,426	9,242	53	6,519	37	1,435	8	26	0	204	1	0	0
Nov-22	0	0	###	0	###	375	172	46	153	41	49	13	1	0	17,240	8,772	51	6,739	39	1,397	8	28	0	229	1	75	0
Dec-22	0	0	###	0	###	304	151	50	108	36	45	15	0	0	16,221	8,416	52	6,353	39	1,235	8	15	0	202	1	0	0
Jan-23	0	0	###	0	###	339	156	46	129	38	47	14	7	2	17,887	9,401	53	6,731	38	1,497	8	31	0	227	1	0	0
Feb-23	0	0	###	0	###	334	165	49	121	36	43	13	5	1	16,188	8,237	51	6,361	39	1,355	8	30	0	205	1	0	0
Mar-23	0	0	###	0	###	368	162	44	144	39	56	15	6	2	18,719	9,444	50	7,633	41	1,388	7	31	0	223	1	0	0
Apr-23	0	0	###	0	###	329	125	38	150	46	48	15	6	2	15,992	7,832	49	6,829	43	1,119	7	25	0	187	1	0	0
May-23	0	0	###	0	###	312	108	35	155	50	48	15	1	0	17,601	8,520	48	7,413	42	1,405	8	48	0	215	1	0	0
Jun-23	0	0	###	0	###	308	112	36	144	47	50	16	2	1	18,487	9,549	52	7,356	40	1,319	7	42	0	221	1	0	0
Jul-23	0	0	###	0	###	274	97	35	145	53	32	12	0	0	16,266	8,398	52	6,446	40	1,165	7	39	0	218	1	0	0
Aug-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###
Sep-23	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###
Total	0	0	###	0	###	3,316	1,422	43	1,398	42	467	14	29	1	172,027	87,811	51	68,380	40	13,315	8	315	0	2,131	1	75	0

<b>Historical Ridership FY2000-FY2022</b>
<b>7,021,115</b>

<b>Historical Ridership Through FY2023</b>
<b>7,193,142</b>

# Macatawa Area Express Transportation Authority

**Meeting Date:** August 28, 2023

**Agenda Item:**

**Subject:** Financial Reports for 7/31/2023–Unaudited

**Prepared By:** Julie Ziurinskas, City Finance

**Recommendation:** Accept Financial Reports as information

Attached are Budget Performance Reports for the ten months ended July 31, 2023 (83.33% of year). The attached reports reflect the activities of the MAX as well as capital. Please note the reports do not yet reflect the mid-year budget amendments, pending resolution of an outstanding question related to the budget amendment approved in June.

## Revenues

Operating revenues currently total \$3,718,624, or 37% of budget. The lower than anticipated amount is primarily a timing difference as a large portion of the revenues are not received until the end of the fiscal year. Federal Operating grant revenues are received mid-late September, and State Reimbursed PPT Tax Loss payments are typically received near the end of the fiscal year. July operating revenues are composed of fare collection revenues, investment income and reimbursements from Michigan Transit Pool. Zeeland City, Zeeland Township, and Park Township are billed quarterly for services rendered and the first three quarters payments have been received. The private donation that MAX received is also reflected in the report. Property Tax revenues began in July and \$136,014.01, or 11% of the budgeted amount has been received.

## Expenses

Operating expenses for the first ten months totaled \$5,294,586, or 63% of budget overall. Department 591 Transit Maintenance is currently overbudget at 101%, in part because mid-year budget amendments are not yet posted.

## Grant Activity

- ✓ Federal Operating Grant Revenue: \$0 of \$1,250,000 budgeted has been received. MAX receives Federal Operating grant revenues toward the end of the fiscal year, generally mid-late September.
- ✓ State Operating Grant Revenue (received at the beginning of each month) - \$1,358,110 of \$1,648,598 budgeted has been received.
- ✓ New Freedom Grant (grant request submitted after the end of each quarter) - \$61,300 of \$142,500 has been received.
- ✓ Mobility Management Federal and State Grants (grant request submitted after the end of each quarter) - \$8,682 of \$70,000 has been received.
- ✓ Federal ARPA Operating Grant Revenue: The budgeted amount of \$452,778 has been drawn down and received.





# Budget by Organization Report

Through 07/31/23  
Prior Fiscal Year Activity Excluded  
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>									
<b>REVENUE</b>									
Department 000 - General Revenues									
INTEREST AND RENTS	9,223.00	.00	9,223.00	6,589.70	.00	43,342.52	(34,119.52)	470	2,976.84
OTHER	1,000.00	.00	1,000.00	72.00	.00	480,957.63	(479,957.63)	48096	66.24
Department 000 - General Revenues Totals	\$10,223.00	\$0.00	\$10,223.00	\$6,661.70	\$0.00	\$524,300.15	(\$514,077.15)	5129%	\$3,043.08
Department 537 - Routine Transit Operations									
Division 4 - General									
TAXES	1,194,211.00	.00	1,194,211.00	198,481.91	.00	136,014.01	1,058,196.99	11	247,988.99
STATE REVENUE SHARING	88,878.00	.00	88,878.00	.00	.00	11.43	88,866.57	0	1,238.05
CHARGES FOR SERVICE	150,500.00	.00	150,500.00	11,379.40	.00	163,086.55	(12,586.55)	108	57,524.30
INTEREST AND RENTS	25,000.00	.00	25,000.00	.00	.00	3,946.05	21,053.95	16	13,057.28
OTHER	30,100.00	.00	30,100.00	(9.50)	.00	187,884.07	(157,784.07)	624	1,278.32
GAIN ON DISPOSAL OF CAPITAL ASSETS	15,000.00	.00	15,000.00	.00	.00	6,479.00	8,521.00	43	20,858.40
LOAN PROCEEDS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 4 - General Totals	\$1,503,689.00	\$0.00	\$1,503,689.00	\$209,851.81	\$0.00	\$497,421.11	\$1,006,267.89	33%	\$341,945.34
Division 5 - Grants									
FEDERAL GRANTS	1,702,778.00	4,070,017.00	5,772,795.00	.00	.00	976,939.50	4,795,855.50	17	1,000,289.00
STATE GRANTS	1,648,598.00	751,305.00	2,399,903.00	190,423.88	.00	1,471,226.07	928,676.93	61	1,407,457.22
OTHER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 5 - Grants Totals	\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$190,423.88	\$0.00	\$2,448,165.57	\$5,724,532.43	30%	\$2,407,746.22
Division 6 - Operating Assistance									
CHARGES FOR SERVICE	247,222.00	.00	247,222.00	.00	.00	147,242.50	99,979.50	60	146,356.96
OTHER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division 6 - Operating Assistance Totals	\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$147,242.50	\$99,979.50	60%	\$146,356.96
Division N - New Freedom									
TAXES	142,500.00	.00	142,500.00	.00	.00	91,151.00	51,349.00	64	.00
CHARGES FOR SERVICE	.00	.00	.00	.00	.00	10,344.00	(10,344.00)	+++	3,158.00
Division N - New Freedom Totals	\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$101,495.00	\$41,005.00	71%	\$3,158.00
Division T - Trolley									
CHARGES FOR SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division T - Trolley Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department 537 - Routine Transit Operations Totals	\$5,244,787.00	\$4,821,322.00	\$10,066,109.00	\$400,275.69	\$0.00	\$3,194,324.18	\$6,871,784.82	32%	\$2,899,206.52
<b>REVENUE TOTALS</b>	\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$406,937.39	\$0.00	\$3,718,624.33	\$6,357,707.67	37%	\$2,902,249.60
<b>EXPENSE</b>									
Department 171 - Management & Administration									
PERSONNEL SERVICES	381,550.00	(20,686.00)	360,864.00	36,819.28	.00	347,063.82	13,800.18	96	266,590.57
OTHER CURRENT EXPENDITURES	349,600.00	(18,958.00)	330,642.00	13,734.61	8,884.60	256,048.62	65,708.78	80	321,545.59
DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	1,470,810.38
Division N - New Freedom									
PERSONNEL SERVICES	.00	20,686.00	20,686.00	.00	.00	15,242.28	5,443.72	74	14,292.80



# Budget by Organization Report

Through 07/31/23  
Prior Fiscal Year Activity Excluded  
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund <b>103 - General Fund</b>									
EXPENSE									
Department <b>171 - Management &amp; Administration</b>									
Division <b>N - New Freedom</b>									
OTHER CURRENT EXPENDITURES	.00	18,958.00	18,958.00	.00	.00	11,849.70	7,108.30	63	16,875.21
DEBT SERVICE	.00	.00	.00	.00	.00	.00	.00	+++	3,159.73
Division <b>N - New Freedom Totals</b>	<b>\$0.00</b>	<b>\$39,644.00</b>	<b>\$39,644.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,091.98</b>	<b>\$12,552.02</b>	<b>68%</b>	<b>\$34,327.74</b>
Department <b>171 - Management &amp; Administration Totals</b>	<b>\$731,150.00</b>	<b>\$0.00</b>	<b>\$731,150.00</b>	<b>\$50,553.89</b>	<b>\$8,884.60</b>	<b>\$630,204.42</b>	<b>\$92,060.98</b>	<b>87%</b>	<b>\$2,093,274.28</b>
Department <b>266 - Customer Service &amp; Marketing</b>									
PERSONNEL SERVICES	528,085.00	(28,642.00)	499,443.00	45,579.82	.00	390,805.36	108,637.64	78	343,451.60
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division <b>M - Mobility Grant</b>									
PERSONNEL SERVICES	.00	70,000.00	70,000.00	4,060.40	.00	33,866.76	36,133.24	48	10,615.85
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division <b>M - Mobility Grant Totals</b>	<b>\$0.00</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>	<b>\$4,060.40</b>	<b>\$0.00</b>	<b>\$33,866.76</b>	<b>\$36,133.24</b>	<b>48%</b>	<b>\$10,615.85</b>
Division <b>N - New Freedom</b>									
PERSONNEL SERVICES	.00	28,642.00	28,642.00	.00	.00	16,897.96	11,744.04	59	18,083.94
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division <b>N - New Freedom Totals</b>	<b>\$0.00</b>	<b>\$28,642.00</b>	<b>\$28,642.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,897.96</b>	<b>\$11,744.04</b>	<b>59%</b>	<b>\$18,083.94</b>
Department <b>266 - Customer Service &amp; Marketing Totals</b>	<b>\$528,085.00</b>	<b>\$70,000.00</b>	<b>\$598,085.00</b>	<b>\$49,640.22</b>	<b>\$0.00</b>	<b>\$441,570.08</b>	<b>\$156,514.92</b>	<b>74%</b>	<b>\$372,151.39</b>
Department <b>537 - Routine Transit Operations</b>									
PERSONNEL SERVICES	2,755,395.00	(149,433.00)	2,605,962.00	221,913.93	.00	2,095,752.97	510,209.03	80	1,958,275.45
OTHER CURRENT EXPENDITURES	594,300.00	(32,226.00)	562,074.00	62,548.58	35,087.20	446,257.42	80,729.38	86	598,593.34
Division <b>N - New Freedom</b>									
PERSONNEL SERVICES	.00	149,433.00	149,433.00	.00	.00	104,087.01	45,345.99	70	155,557.73
OTHER CURRENT EXPENDITURES	.00	32,226.00	32,226.00	.00	.00	18,500.49	13,725.51	57	30,492.86
Division <b>N - New Freedom Totals</b>	<b>\$0.00</b>	<b>\$181,659.00</b>	<b>\$181,659.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122,587.50</b>	<b>\$59,071.50</b>	<b>67%</b>	<b>\$186,050.59</b>
Division <b>T - Trolley</b>									
PERSONNEL SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	.00
OTHER CURRENT EXPENDITURES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Division <b>T - Trolley Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>
Department <b>537 - Routine Transit Operations Totals</b>	<b>\$3,349,695.00</b>	<b>\$0.00</b>	<b>\$3,349,695.00</b>	<b>\$284,462.51</b>	<b>\$35,087.20</b>	<b>\$2,664,597.89</b>	<b>\$650,009.91</b>	<b>81%</b>	<b>\$2,742,919.38</b>
Department <b>591 - Transit Maintenance</b>									
PERSONNEL SERVICES	223,953.00	(12,150.00)	211,803.00	27,359.65	.00	209,254.71	2,548.29	99	160,129.63
OTHER CURRENT EXPENDITURES	422,127.00	(22,905.00)	399,222.00	50,377.88	.00	405,341.79	(6,119.79)	102	374,587.64
Division <b>N - New Freedom</b>									
PERSONNEL SERVICES	.00	12,150.00	12,150.00	.00	.00	8,883.96	3,266.04	73	8,620.03
OTHER CURRENT EXPENDITURES	.00	22,905.00	22,905.00	.00	.00	17,432.36	5,472.64	76	20,998.65
Division <b>N - New Freedom Totals</b>	<b>\$0.00</b>	<b>\$35,055.00</b>	<b>\$35,055.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,316.32</b>	<b>\$8,738.68</b>	<b>75%</b>	<b>\$29,618.68</b>
Department <b>591 - Transit Maintenance Totals</b>	<b>\$646,080.00</b>	<b>\$0.00</b>	<b>\$646,080.00</b>	<b>\$77,737.53</b>	<b>\$0.00</b>	<b>\$640,912.82</b>	<b>\$5,167.18</b>	<b>99%</b>	<b>\$564,335.95</b>



# Budget by Organization Report

Through 07/31/23  
Prior Fiscal Year Activity Excluded  
Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund <b>103 - General Fund</b>									
EXPENSE									
Department <b>890 - Contingencies Appropriation</b>									
CONTINGENCIES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department <b>890 - Contingencies Appropriation Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department <b>CAP - Capital Outlay</b>									
CAPITAL OUTLAY	.00	4,608,822.00	4,608,822.00	.00	894,207.94	917,301.16	2,797,312.90	39	463,371.00
Department <b>CAP - Capital Outlay Totals</b>	\$0.00	\$4,608,822.00	\$4,608,822.00	\$0.00	\$894,207.94	\$917,301.16	\$2,797,312.90	39%	\$463,371.00
EXPENSE TOTALS	\$5,255,010.00	\$4,678,822.00	\$9,933,832.00	\$462,394.15	\$938,179.74	\$5,294,586.37	\$3,701,065.89	63%	\$6,236,052.00
Fund <b>103 - General Fund Totals</b>									
REVENUE TOTALS	5,255,010.00	4,821,322.00	10,076,332.00	406,937.39	.00	3,718,624.33	6,357,707.67	37%	2,902,249.60
EXPENSE TOTALS	5,255,010.00	4,678,822.00	9,933,832.00	462,394.15	938,179.74	5,294,586.37	3,701,065.89	63%	6,236,052.00
Fund <b>103 - General Fund Totals</b>	\$0.00	\$142,500.00	\$142,500.00	(\$55,456.76)	(\$938,179.74)	(\$1,575,962.04)	\$2,656,641.78		(\$3,333,802.40)
Grand Totals									
REVENUE TOTALS	5,255,010.00	4,821,322.00	10,076,332.00	406,937.39	.00	3,718,624.33	6,357,707.67	37%	2,902,249.60
EXPENSE TOTALS	5,255,010.00	4,678,822.00	9,933,832.00	462,394.15	938,179.74	5,294,586.37	3,701,065.89	63%	6,236,052.00
Grand Totals	\$0.00	\$142,500.00	\$142,500.00	(\$55,456.76)	(\$938,179.74)	(\$1,575,962.04)	\$2,656,641.78		(\$3,333,802.40)



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 103 - General Fund										
Department 171 - Management & Administration										
EXPENSE										
710701.0	Payroll-Regular General	246,900.00	(20,686.00)	226,214.00	24,001.52	.00	237,047.91	(10,833.91)	105	184,977.87
710701.25	Payroll-Regular Human Resources	28,000.00	.00	28,000.00	.00	.00	.00	28,000.00	0	.00
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	1,223.60	(1,223.60)	+++	.00
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	.00	.00	+++	391.78
711702	Payroll - Paid Time Off	17,000.00	.00	17,000.00	1,657.80	.00	18,505.55	(1,505.55)	109	16,000.33
711703	Payroll - Holidays	7,200.00	.00	7,200.00	1,576.88	.00	6,819.17	380.83	95	5,037.77
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	1,447.54	(1,447.54)	+++	.00
711712	Special Pay - One Time	250.00	.00	250.00	1,082.85	.00	1,082.85	(832.85)	433	236.37
711714	Safety Incentive	800.00	.00	800.00	200.00	.00	676.84	123.16	85	329.95
711716.1	Insurance Health	32,000.00	.00	32,000.00	2,570.74	.00	31,086.48	913.52	97	23,570.80
711716.2	Insurance Dental	2,500.00	.00	2,500.00	309.84	.00	2,332.22	167.78	93	1,678.50
711716.4	Insurance Vision	600.00	.00	600.00	98.10	.00	737.15	(137.15)	123	462.15
711717	Insurance - Life & AD&D	300.00	.00	300.00	40.15	.00	301.41	(1.41)	100	234.41
711718	Retirement Contribution	18,000.00	.00	18,000.00	2,474.06	.00	20,189.24	(2,189.24)	112	12,681.19
711720	Insurance - Income Protection	3,000.00	.00	3,000.00	363.17	.00	2,846.49	153.51	95	2,190.53
712715	Employer FICA/Medicare Contribution	20,500.00	.00	20,500.00	2,138.16	.00	19,695.44	804.56	96	15,577.75
712724	Workers Comp Insurance	4,500.00	.00	4,500.00	306.01	.00	3,071.93	1,428.07	68	3,221.17
721730	Postage	700.00	.00	700.00	.00	.00	622.51	77.49	89	772.41
721740.0	Operating Supplies General	7,000.00	.00	7,000.00	461.87	.00	7,533.97	(533.97)	108	12,526.25
721740.TECH	Operating Supplies Equipment IT	1,000.00	.00	1,000.00	.00	.00	5,955.40	(4,955.40)	596	4,557.04
721905	Photocopies	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
722801.9000	Contractual-Promotions/Printing Printing	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	745.92
722801.9010	Contractual-Promotions/Printing Advertising/Promotional	50,000.00	(18,958.00)	31,042.00	342.72	.00	8,069.93	22,972.07	26	21,132.87
722801.9080	Contractual-Promotions/Printing Publishing-News Media	5,500.00	.00	5,500.00	88.00	.00	3,043.39	2,456.61	55	5,207.52
722803.9	Contractual-Human Resources Flex Benefits	2,400.00	.00	2,400.00	154.70	.00	1,784.69	615.31	74	1,800.37
722803.10	Contractual-Human Resources Employee Assistance	1,000.00	.00	1,000.00	.00	.00	1,032.69	(32.69)	103	884.19
722804	Contractual-Legal	4,000.00	.00	4,000.00	450.00	.00	6,757.89	(2,757.89)	169	2,524.45
722805.1	Contractual-Finance/Property Independent Audit	12,000.00	.00	12,000.00	.00	.00	10,762.52	1,237.48	90	10,477.06
722805.4	Contractual-Finance/Property Financial Service Fees	10,000.00	.00	10,000.00	748.22	.00	6,973.48	3,026.52	70	8,644.96
722805.12	Contractual-Finance/Property Accounting & Collections	85,000.00	.00	85,000.00	.00	.00	68,415.64	16,584.36	80	74,345.84
722808.2	Contractual-Buildings & Grounds Greenway Solid Waste Disposal	1,000.00	.00	1,000.00	105.80	.00	791.23	208.77	79	880.39
722808.3	Contractual-Buildings & Grounds Depot Solid Waste Disposal	700.00	.00	700.00	98.38	.00	685.55	14.45	98	658.65
722809.41	Contractual-Miscellaneous Services	50,000.00	.00	50,000.00	2,969.00	8,884.60	41,234.52	(119.12)	100	79,532.89
723850.0	Communications Telephone	8,000.00	.00	8,000.00	174.04	.00	4,289.90	3,710.10	54	5,495.13
723850.CELL	Communications Cellular	12,000.00	.00	12,000.00	1,109.83	.00	9,790.90	2,209.10	82	8,311.77
723860	Travel, Conf, Seminars	8,000.00	.00	8,000.00	.00	.00	1,754.08	6,245.92	22	7,312.56



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23  
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>171 - Management &amp; Administration</b>										
<b>EXPENSE</b>										
723920.1	Public Utilities Depot	20,000.00	.00	20,000.00	3,234.95	.00	22,896.18	(2,896.18)	114	21,672.42
723920.2	Public Utilities Greenway	35,000.00	.00	35,000.00	2,155.57	.00	23,968.86	11,031.14	68	22,036.30
723955.0	Miscellaneous General	2,500.00	.00	2,500.00	.00	.00	933.14	1,566.86	37	1,091.10
723955.11	Miscellaneous Internet Ticket Sales	.00	.00	.00	185.48	.00	2,073.55	(2,073.55)	+++	144.34
723960	Education & Training	1,500.00	.00	1,500.00	.00	.00	8,179.64	(6,679.64)	545	3,717.56
723961	Dues & Subscriptions	15,000.00	.00	15,000.00	.00	.00	11,989.74	3,010.26	80	12,628.16
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	(166.38)	166.38	+++	45.07
723964.2	Refunds Property Tax Prior Years	800.00	.00	800.00	.00	.00	30.92	769.08	4	2,756.23
723969	Employee Events	10,000.00	.00	10,000.00	1,456.05	.00	6,644.68	3,355.32	66	11,644.14
740991.0	Principal Payment General	.00	.00	.00	.00	.00	.00	.00	+++	1,417,847.00
740995.0	Interest Payment General	.00	.00	.00	.00	.00	.00	.00	+++	52,963.38
<b>EXPENSE TOTALS</b>		<b>\$731,150.00</b>	<b>(\$39,644.00)</b>	<b>\$691,506.00</b>	<b>\$50,553.89</b>	<b>\$8,884.60</b>	<b>\$603,112.44</b>	<b>\$79,508.96</b>	<b>89%</b>	<b>\$2,058,946.54</b>
<b>Division N - New Freedom</b>										
<b>EXPENSE</b>										
710701.0	Payroll-Regular General	.00	20,686.00	20,686.00	.00	.00	10,467.83	10,218.17	51	10,109.13
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	62.80	(62.80)	+++	.00
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	.00	.00	+++	22.59
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	819.71	(819.71)	+++	705.70
711703	Payroll - Holidays	.00	.00	.00	.00	.00	259.15	(259.15)	+++	232.23
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	73.98	(73.98)	+++	.00
711712	Special Pay - One Time	.00	.00	.00	.00	.00	.00	.00	+++	13.63
711714	Safety Incentive	.00	.00	.00	.00	.00	23.16	(23.16)	+++	20.05
711716.1	Insurance Health	.00	.00	.00	.00	.00	1,405.23	(1,405.23)	+++	1,280.19
711716.2	Insurance Dental	.00	.00	.00	.00	.00	99.39	(99.39)	+++	91.53
711716.4	Insurance Vision	.00	.00	.00	.00	.00	31.38	(31.38)	+++	24.95
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	12.73	(12.73)	+++	12.60
711718	Retirement Contribution	.00	.00	.00	.00	.00	867.51	(867.51)	+++	653.79
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	121.21	(121.21)	+++	118.43
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	861.96	(861.96)	+++	835.46
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	136.24	(136.24)	+++	172.52
721730	Postage	.00	.00	.00	.00	.00	31.26	(31.26)	+++	21.38
721740.0	Operating Supplies General	.00	.00	.00	.00	.00	345.36	(345.36)	+++	701.40
721740.TECH	Operating Supplies Equipment IT	.00	.00	.00	.00	.00	299.89	(299.89)	+++	314.30
722801.9000	Contractual-Promotions/Printing Printing	.00	.00	.00	.00	.00	.00	.00	+++	47.08
722801.9010	Contractual-Promotions/Printing Advertising/Promotional	.00	18,958.00	18,958.00	.00	.00	369.57	18,588.43	2	1,263.81
722801.9080	Contractual-Promotions/Printing Publishing-News Media	.00	.00	.00	.00	.00	144.67	(144.67)	+++	275.84



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department 171 - Management & Administration										
Division N - New Freedom										
EXPENSE										
722803.9	Contractual-Human Resources Flex Benefits	.00	.00	.00	.00	.00	80.29	(80.29)	+++	100.52
722803.10	Contractual-Human Resources Employee Assistance	.00	.00	.00	.00	.00	47.31	(47.31)	+++	55.81
722804	Contractual-Legal	.00	.00	.00	.00	.00	307.11	(307.11)	+++	142.55
722805.1	Contractual-Finance/Property Independent Audit	.00	.00	.00	.00	.00	537.48	(537.48)	+++	622.94
722805.4	Contractual-Finance/Property Financial Service Fees	.00	.00	.00	.00	.00	301.94	(301.94)	+++	444.53
722805.12	Contractual-Finance/Property Accounting & Collections	.00	.00	.00	.00	.00	3,329.20	(3,329.20)	+++	4,486.68
722808.2	Contractual-Buildings & Grounds Greenway Solid Waste Disposal	.00	.00	.00	.00	.00	34.01	(34.01)	+++	45.86
722808.3	Contractual-Buildings & Grounds Depot Solid Waste Disposal	.00	.00	.00	.00	.00	28.76	(28.76)	+++	34.44
722809.41	Contractual-Miscellaneous Services	.00	.00	.00	.00	.00	1,869.60	(1,869.60)	+++	3,332.57
723850.0	Communications Telephone	.00	.00	.00	.00	.00	201.10	(201.10)	+++	290.38
723850.CELL	Communications Cellular	.00	.00	.00	.00	.00	424.18	(424.18)	+++	447.38
723860	Travel, Conf, Seminars	.00	.00	.00	.00	.00	82.75	(82.75)	+++	434.75
723920.1	Public Utilities Depot	.00	.00	.00	.00	.00	962.63	(962.63)	+++	978.74
723920.2	Public Utilities Greenway	.00	.00	.00	.00	.00	1,077.80	(1,077.80)	+++	1,200.24
723955.0	Miscellaneous General	.00	.00	.00	.00	.00	47.19	(47.19)	+++	62.90
723955.11	Miscellaneous Internet Ticket Sales	.00	.00	.00	.00	.00	92.10	(92.10)	+++	3.91
723960	Education & Training	.00	.00	.00	.00	.00	390.36	(390.36)	+++	209.44
723961	Dues & Subscriptions	.00	.00	.00	.00	.00	596.56	(596.56)	+++	743.71
723963.2	Write-Offs Uncoll Property Taxes	.00	.00	.00	.00	.00	192.29	(192.29)	+++	2.84
723964.2	Refunds Property Tax Prior Years	.00	.00	.00	.00	.00	1.42	(1.42)	+++	92.84
723969	Employee Events	.00	.00	.00	.00	.00	54.87	(54.87)	+++	518.37
740995.0	Interest Payment General	.00	.00	.00	.00	.00	.00	.00	+++	3,159.73
EXPENSE TOTALS		\$0.00	\$39,644.00	\$39,644.00	\$0.00	\$0.00	\$27,091.98	\$12,552.02	68%	\$34,327.74
Division N - New Freedom Totals		\$0.00	(\$39,644.00)	(\$39,644.00)	\$0.00	\$0.00	(\$27,091.98)	(\$12,552.02)	68%	(\$34,327.74)
Department 171 - Management & Administration Totals		(\$731,150.00)	\$0.00	(\$731,150.00)	(\$50,553.89)	(\$8,884.60)	(\$630,204.42)	(\$92,060.98)	87%	(\$2,093,274.28)
Department 266 - Customer Service & Marketing										
EXPENSE										
710701.0	Payroll-Regular General	340,000.00	(28,642.00)	311,358.00	23,670.98	.00	236,758.15	74,599.85	76	217,554.42
710707.0	Payroll-Temporary Help General	14,000.00	.00	14,000.00	2,540.13	.00	14,594.59	(594.59)	104	7,818.12
710709.0	Payroll - Overtime General	200.00	.00	200.00	200.55	.00	749.97	(549.97)	375	208.86
711702	Payroll - Paid Time Off	14,200.00	.00	14,200.00	1,643.58	.00	9,649.26	4,550.74	68	11,403.86
711703	Payroll - Holidays	7,000.00	.00	7,000.00	1,352.56	.00	6,429.38	570.62	92	5,996.26
711705	Payroll - Bereavement	100.00	.00	100.00	.00	.00	352.13	(252.13)	352	363.56
711712	Special Pay - One Time	100.00	.00	100.00	2,165.63	.00	3,334.34	(3,234.34)	3334	94.55
711714	Safety Incentive	1,500.00	.00	1,500.00	500.00	.00	1,215.14	284.86	81	707.17



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23  
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>266 - Customer Service &amp; Marketing</b>										
<b>EXPENSE</b>										
711715	Shift Premium	.00	.00	.00	85.20	.00	413.37	(413.37)	+++	.00
711716.1	Insurance Health	90,000.00	.00	90,000.00	7,243.96	.00	62,641.29	27,358.71	70	52,428.21
711716.2	Insurance Dental	5,000.00	.00	5,000.00	518.56	.00	4,278.40	721.60	86	3,432.48
711716.4	Insurance Vision	1,200.00	.00	1,200.00	157.16	.00	1,296.50	(96.50)	108	1,053.54
711717	Insurance - Life & AD&D	800.00	.00	800.00	72.27	.00	683.00	117.00	85	601.41
711718	Retirement Contribution	19,300.00	.00	19,300.00	2,162.62	.00	19,454.62	(154.62)	101	14,637.11
711720	Insurance - Income Protection	4,500.00	.00	4,500.00	427.83	.00	4,026.92	473.08	89	3,674.88
712715	Employer FICA/Medicare Contribution	23,185.00	.00	23,185.00	2,349.27	.00	19,949.23	3,235.77	86	17,915.64
712724	Workers Comp Insurance	7,000.00	.00	7,000.00	489.52	.00	4,979.07	2,020.93	71	5,561.53
<b>EXPENSE TOTALS</b>		<b>\$528,085.00</b>	<b>(\$28,642.00)</b>	<b>\$499,443.00</b>	<b>\$45,579.82</b>	<b>\$0.00</b>	<b>\$390,805.36</b>	<b>\$108,637.64</b>	<b>78%</b>	<b>\$343,451.60</b>
Division <b>M - Mobility Grant</b>										
<b>EXPENSE</b>										
710701.0	Payroll-Regular General	.00	70,000.00	70,000.00	3,783.69	.00	26,098.94	43,901.06	37	8,230.65
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	90.90	(90.90)	+++	.00
711716.1	Insurance Health	.00	.00	.00	.00	.00	3,143.29	(3,143.29)	+++	1,000.21
711716.2	Insurance Dental	.00	.00	.00	.00	.00	291.68	(291.68)	+++	67.41
711716.4	Insurance Vision	.00	.00	.00	.00	.00	86.89	(86.89)	+++	23.33
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	29.70	(29.70)	+++	57.12
711718	Retirement Contribution	.00	.00	.00	.00	.00	1,888.44	(1,888.44)	+++	484.19
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	258.92	(258.92)	+++	75.58
712715	Employer FICA/Medicare Contribution	.00	.00	.00	276.71	.00	1,978.00	(1,978.00)	+++	677.36
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>	<b>\$4,060.40</b>	<b>\$0.00</b>	<b>\$33,866.76</b>	<b>\$36,133.24</b>	<b>48%</b>	<b>\$10,615.85</b>
Division <b>M - Mobility Grant Totals</b>		<b>\$0.00</b>	<b>(\$70,000.00)</b>	<b>(\$70,000.00)</b>	<b>(\$4,060.40)</b>	<b>\$0.00</b>	<b>(\$33,866.76)</b>	<b>(\$36,133.24)</b>	<b>48%</b>	<b>(\$10,615.85)</b>
Division <b>N - New Freedom</b>										
<b>EXPENSE</b>										
710701.0	Payroll-Regular General	.00	28,642.00	28,642.00	.00	.00	10,440.77	18,201.23	36	11,495.60
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	590.12	(590.12)	+++	459.98
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	15.47	(15.47)	+++	12.33
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	396.10	(396.10)	+++	569.67
711703	Payroll - Holidays	.00	.00	.00	.00	.00	251.58	(251.58)	+++	269.66
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	17.71	(17.71)	+++	22.70
711712	Special Pay - One Time	.00	.00	.00	.00	.00	54.30	(54.30)	+++	5.45
711714	Safety Incentive	.00	.00	.00	.00	.00	34.86	(34.86)	+++	42.83
711715	Shift Premium	.00	.00	.00	.00	.00	15.03	(15.03)	+++	.00
711716.1	Insurance Health	.00	.00	.00	.00	.00	2,707.89	(2,707.89)	+++	2,763.30
711716.2	Insurance Dental	.00	.00	.00	.00	.00	183.89	(183.89)	+++	180.47
711716.4	Insurance Vision	.00	.00	.00	.00	.00	55.73	(55.73)	+++	55.43





# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department 266 - Customer Service & Marketing										
Division N - New Freedom										
<b>EXPENSE</b>										
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	29.91	(29.91)	+++	31.81
711718	Retirement Contribution	.00	.00	.00	.00	.00	845.35	(845.35)	+++	736.54
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	176.26	(176.26)	+++	195.02
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	861.74	(861.74)	+++	945.26
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	221.25	(221.25)	+++	297.89
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$28,642.00</b>	<b>\$28,642.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,897.96</b>	<b>\$11,744.04</b>	<b>59%</b>	<b>\$18,083.94</b>
Division N - New Freedom Totals		<b>\$0.00</b>	<b>(\$28,642.00)</b>	<b>(\$28,642.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$16,897.96)</b>	<b>(\$11,744.04)</b>	<b>59%</b>	<b>(\$18,083.94)</b>
Department 266 - Customer Service & Marketing Totals		<b>(\$528,085.00)</b>	<b>(\$70,000.00)</b>	<b>(\$598,085.00)</b>	<b>(\$49,640.22)</b>	<b>\$0.00</b>	<b>(\$441,570.08)</b>	<b>(\$156,514.92)</b>	<b>74%</b>	<b>(\$372,151.39)</b>
Department 537 - Routine Transit Operations										
<b>EXPENSE</b>										
710701.1	Payroll-Regular Drivers	990,000.00	(149,433.00)	840,567.00	87,586.00	.00	831,199.52	9,367.48	99	781,231.06
710701.2	Payroll-Regular Other Operations	375,000.00	.00	375,000.00	25,809.23	.00	261,136.62	113,863.38	70	268,035.69
710701.3	Payroll-Regular Dispatch	110,000.00	.00	110,000.00	6,906.85	.00	70,404.30	39,595.70	64	85,122.04
710707.1	Payroll-Temporary Help Drivers	95,000.00	.00	95,000.00	6,314.53	.00	84,798.55	10,201.45	89	72,545.55
710707.2	Payroll-Temporary Help Other Operations	35,000.00	.00	35,000.00	698.82	.00	39,291.66	(4,291.66)	112	24,102.73
710707.3	Payroll-Temporary Help Temporary Help Dispatch	.00	.00	.00	.00	.00	2.60	(2.60)	+++	.00
710709.1	Payroll - Overtime Drivers	64,400.00	.00	64,400.00	6,984.39	.00	67,012.51	(2,612.51)	104	42,175.56
710709.2	Payroll - Overtime Other Operations	30,000.00	.00	30,000.00	1,376.17	.00	26,371.73	3,628.27	88	25,332.26
710709.3	Payroll - Overtime Dispatch	13,050.00	.00	13,050.00	1,762.36	.00	5,559.53	7,490.47	43	8,079.29
711702	Payroll - Paid Time Off	183,350.00	.00	183,350.00	6,269.81	.00	72,658.13	110,691.87	40	61,104.69
711703	Payroll - Holidays	40,000.00	.00	40,000.00	6,324.56	.00	29,902.19	10,097.81	75	30,950.45
711705	Payroll - Bereavement	.00	.00	.00	1,242.80	.00	1,433.54	(1,433.54)	+++	825.29
711712	Special Pay - One Time	850.00	.00	850.00	11,095.39	.00	23,664.85	(22,814.85)	2784	990.72
711714	Safety Incentive	10,000.00	.00	10,000.00	2,000.00	.00	6,002.88	3,997.12	60	4,008.13
711715	Shift Premium	.00	.00	.00	1,995.60	.00	7,772.92	(7,772.92)	+++	.00
711716.1	Insurance Health	427,416.00	.00	427,416.00	23,853.54	.00	277,028.50	150,387.50	65	292,841.05
711716.2	Insurance Dental	28,312.00	.00	28,312.00	1,937.91	.00	20,043.01	8,268.99	71	21,648.12
711716.4	Insurance Vision	7,937.00	.00	7,937.00	598.66	.00	6,030.99	1,906.01	76	6,483.43
711717	Insurance - Life & AD&D	3,500.00	.00	3,500.00	302.32	.00	2,767.29	732.71	79	2,861.92
711718	Retirement Contribution	110,000.00	.00	110,000.00	11,470.47	.00	98,903.60	11,096.40	90	76,864.36
711720	Insurance - Income Protection	37,532.00	.00	37,532.00	2,150.31	.00	22,115.87	15,416.13	59	26,045.22
711725	Compensated Absences Adjustment	24,611.00	.00	24,611.00	.00	.00	.00	24,611.00	0	.00
712715	Employer FICA/Medicare Contribution	129,437.00	.00	129,437.00	12,175.55	.00	108,387.63	21,049.37	84	99,220.24
712723	Unemployment Comp Insurance	5,000.00	.00	5,000.00	.00	.00	3,097.45	1,902.55	62	.00
712724	Workers Comp Insurance	35,000.00	.00	35,000.00	3,058.66	.00	30,167.10	4,832.90	86	27,807.65
721742	Anti-Freeze & Oil	1,200.00	.00	1,200.00	.00	.00	2,617.25	(1,417.25)	218	1,946.84





# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>537 - Routine Transit Operations</b>										
<b>EXPENSE</b>										
721744.UNIF	Clothing Uniforms	21,000.00	.00	21,000.00	2,302.48	1,003.00	5,049.63	14,947.37	29	12,481.07
721748.0	Gasoline General	350,000.00	(32,226.00)	317,774.00	27,043.46	.00	225,880.70	91,893.30	71	245,110.24
721939.3	Vehicle Maintenance Tires	20,000.00	.00	20,000.00	2,978.64	34,084.20	15,683.66	(29,767.86)	249	19,160.34
722803.6	Contractual-Human Resources Drug/Alcohol Testing	10,000.00	.00	10,000.00	921.00	.00	7,898.51	2,101.49	79	6,437.71
723860	Travel, Conf, Seminars	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	5,643.76
723910.0	Commercial Insurance Premiums General	175,000.00	.00	175,000.00	29,303.00	.00	188,209.97	(13,209.97)	108	307,586.98
723910.1	Commercial Insurance Premiums Depot	10,000.00	.00	10,000.00	.00	.00	917.70	9,082.30	9	226.40
723964.3	Refunds Operating Assistance PY	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
<b>EXPENSE TOTALS</b>		<b>\$3,349,695.00</b>	<b>(\$181,659.00)</b>	<b>\$3,168,036.00</b>	<b>\$284,462.51</b>	<b>\$35,087.20</b>	<b>\$2,542,010.39</b>	<b>\$590,938.41</b>	<b>81%</b>	<b>\$2,556,868.79</b>
Division <b>N - New Freedom</b>										
<b>EXPENSE</b>										
710701.1	Payroll-Regular Drivers	.00	149,433.00	149,433.00	.00	.00	45,509.06	103,923.94	30	80,511.02
710701.2	Payroll-Regular Other Operations	.00	.00	.00	.00	.00	11,538.73	(11,538.73)	+++	14,715.40
710701.3	Payroll-Regular Dispatch	.00	.00	.00	.00	.00	3,115.16	(3,115.16)	+++	7,406.85
710707.1	Payroll-Temporary Help Drivers	.00	.00	.00	.00	.00	536.76	(536.76)	+++	1,299.48
710707.2	Payroll-Temporary Help Other Operations	.00	.00	.00	.00	.00	1,893.98	(1,893.98)	+++	1,294.26
710707.3	Payroll-Temporary Help Temporary Help Dispatch	.00	.00	.00	.00	.00	.12	(.12)	+++	.00
710709.1	Payroll - Overtime Drivers	.00	.00	.00	.00	.00	1,578.80	(1,578.80)	+++	3,004.58
710709.2	Payroll - Overtime Other Operations	.00	.00	.00	.00	.00	1,215.16	(1,215.16)	+++	1,300.17
710709.3	Payroll - Overtime Dispatch	.00	.00	.00	.00	.00	181.83	(181.83)	+++	438.85
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	6,162.80	(6,162.80)	+++	6,143.68
711703	Payroll - Holidays	.00	.00	.00	.00	.00	2,384.11	(2,384.11)	+++	2,654.76
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	9.50	(9.50)	+++	32.73
711712	Special Pay - One Time	.00	.00	.00	.00	.00	589.86	(589.86)	+++	59.28
711714	Safety Incentive	.00	.00	.00	.00	.00	194.40	(194.40)	+++	241.87
711715	Shift Premium	.00	.00	.00	.00	.00	355.88	(355.88)	+++	.00
711716.1	Insurance Health	.00	.00	.00	.00	.00	12,463.15	(12,463.15)	+++	15,850.44
711716.2	Insurance Dental	.00	.00	.00	.00	.00	890.95	(890.95)	+++	1,170.61
711716.4	Insurance Vision	.00	.00	.00	.00	.00	267.54	(267.54)	+++	350.44
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	120.67	(120.67)	+++	154.82
711718	Retirement Contribution	.00	.00	.00	.00	.00	4,276.57	(4,276.57)	+++	4,082.72
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	979.48	(979.48)	+++	1,431.79
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	8,488.46	(8,488.46)	+++	11,924.53
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	1,334.04	(1,334.04)	+++	1,489.45
721742	Anti-Freeze & Oil	.00	.00	.00	.00	.00	128.52	(128.52)	+++	91.76
721744.UNIF	Clothing Uniforms	.00	.00	.00	.00	.00	135.10	(135.10)	+++	657.89
721748.0	Gasoline General	.00	32,226.00	32,226.00	.00	.00	9,374.99	22,851.01	29	10,856.99



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>537 - Routine Transit Operations</b>										
Division <b>N - New Freedom</b>										
<b>EXPENSE</b>										
721939.3	Vehicle Maintenance Tires	.00	.00	.00	.00	.00	644.17	(644.17)	+++	918.35
722803.6	Contractual-Human Resources Drug/Alcohol Testing	.00	.00	.00	.00	.00	336.99	(336.99)	+++	372.79
723860	Travel, Conf, Seminars	.00	.00	.00	.00	.00	.00	.00	+++	356.24
723910.0	Commercial Insurance Premiums General	.00	.00	.00	.00	.00	7,835.03	(7,835.03)	+++	17,225.33
723910.1	Commercial Insurance Premiums Depot	.00	.00	.00	.00	.00	45.69	(45.69)	+++	13.51
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$181,659.00</b>	<b>\$181,659.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122,587.50</b>	<b>\$59,071.50</b>	<b>67%</b>	<b>\$186,050.59</b>
Division <b>N - New Freedom Totals</b>		<b>\$0.00</b>	<b>(\$181,659.00)</b>	<b>(\$181,659.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$122,587.50)</b>	<b>(\$59,071.50)</b>	<b>67%</b>	<b>(\$186,050.59)</b>
Department <b>537 - Routine Transit Operations Totals</b>		<b>(\$3,349,695.00)</b>	<b>\$0.00</b>	<b>(\$3,349,695.00)</b>	<b>(\$284,462.51)</b>	<b>(\$35,087.20)</b>	<b>(\$2,664,597.89)</b>	<b>(\$650,009.91)</b>	<b>81%</b>	<b>(\$2,742,919.38)</b>
Department <b>591 - Transit Maintenance</b>										
<b>EXPENSE</b>										
710701.0	Payroll-Regular General	100,000.00	(12,150.00)	87,850.00	9,028.97	.00	93,069.74	(5,219.74)	106	71,906.10
710707.0	Payroll-Temporary Help General	32,500.00	.00	32,500.00	4,979.05	.00	37,066.40	(4,566.40)	114	23,486.73
710709.0	Payroll - Overtime General	18,500.00	.00	18,500.00	1,019.48	.00	10,002.23	8,497.77	54	15,150.87
711702	Payroll - Paid Time Off	8,000.00	.00	8,000.00	1,324.08	.00	6,249.56	1,750.44	78	3,538.32
711703	Payroll - Holidays	2,000.00	.00	2,000.00	529.76	.00	2,599.79	(599.79)	130	1,766.87
711705	Payroll - Bereavement	173.00	.00	173.00	.00	.00	952.32	(779.32)	550	162.47
711712	Special Pay - One Time	.00	.00	.00	3,143.89	.00	3,429.24	(3,429.24)	+++	.00
711714	Safety Incentive	600.00	.00	600.00	350.00	.00	779.29	(179.29)	130	329.95
711715	Shift Premium	.00	.00	.00	459.00	.00	1,800.92	(1,800.92)	+++	.00
711716.1	Insurance Health	30,000.00	.00	30,000.00	3,163.50	.00	25,972.29	4,027.71	87	23,209.76
711716.2	Insurance Dental	3,500.00	.00	3,500.00	227.60	.00	1,887.21	1,612.79	54	1,707.60
711716.4	Insurance Vision	1,200.00	.00	1,200.00	67.00	.00	554.00	646.00	46	491.16
711717	Insurance - Life & AD&D	300.00	.00	300.00	16.06	.00	199.74	100.26	67	150.13
711718	Retirement Contribution	8,000.00	.00	8,000.00	1,077.61	.00	8,683.87	(683.87)	109	5,415.12
711720	Insurance - Income Protection	1,800.00	.00	1,800.00	120.48	.00	1,380.72	419.28	77	1,078.23
712715	Employer FICA/Medicare Contribution	13,380.00	.00	13,380.00	1,547.16	.00	11,555.46	1,824.54	86	8,557.87
712724	Workers Comp Insurance	4,000.00	.00	4,000.00	306.01	.00	3,071.93	928.07	77	3,178.45
721740.8	Operating Supplies Cleaning Materials	15,000.00	.00	15,000.00	.00	.00	10,926.15	4,073.85	73	13,413.26
721740.18	Operating Supplies Repair Parts	.00	.00	.00	.00	.00	.00	.00	+++	1,391.11
721931.1	Building & Grounds Maintenance Depot	25,000.00	.00	25,000.00	4,179.55	.00	37,018.52	(12,018.52)	148	22,900.76
721931.2	Building & Grounds Maintenance Greenway	25,000.00	.00	25,000.00	2,865.22	.00	18,179.80	6,820.20	73	20,661.73
721932.1	Mechanical Maintenance Depot	500.00	.00	500.00	.00	.00	764.96	(264.96)	153	.00
721933.1	Equipment Maintenance Radio Maintenance	500.00	.00	500.00	.00	.00	55.77	444.23	11	349.05
721933.2	Equipment Maintenance Office Equipment	4,000.00	.00	4,000.00	673.40	.00	6,212.22	(2,212.22)	155	6,341.55
721939.1	Vehicle Maintenance Mechanical	300,000.00	(22,905.00)	277,095.00	42,239.71	.00	290,505.67	(13,410.67)	105	264,321.56



# Expense Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>591 - Transit Maintenance</b>										
EXPENSE										
721939.4	Vehicle Maintenance Bodywork	3,000.00	.00	3,000.00	.00	.00	50.30	2,949.70	2	.00
721939.6	Vehicle Maintenance Graphics	3,000.00	.00	3,000.00	.00	.00	3,599.96	(599.96)	120	1,246.84
722808.1	Contractual-Buildings & Grounds Depot Janitorial	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	308.23
722808.4	Contractual-Buildings & Grounds Depot Lawn Care	10,000.00	.00	10,000.00	420.00	.00	4,793.00	5,207.00	48	5,385.11
722808.5	Contractual-Buildings & Grounds Depot Snow Removal	33,127.00	.00	33,127.00	.00	.00	33,235.44	(108.44)	100	38,268.44
EXPENSE TOTALS		\$646,080.00	(\$35,055.00)	\$611,025.00	\$77,737.53	\$0.00	\$614,596.50	(\$3,571.50)	101%	\$534,717.27
Division <b>N - New Freedom</b>										
EXPENSE										
710701.0	Payroll-Regular General	.00	12,150.00	12,150.00	.00	.00	4,100.46	8,049.54	34	3,870.05
710707.0	Payroll-Temporary Help General	.00	.00	.00	.00	.00	1,565.77	(1,565.77)	+++	1,247.07
710709.0	Payroll - Overtime General	.00	.00	.00	.00	.00	443.25	(443.25)	+++	829.90
711702	Payroll - Paid Time Off	.00	.00	.00	.00	.00	242.53	(242.53)	+++	206.37
711703	Payroll - Holidays	.00	.00	.00	.00	.00	102.71	(102.71)	+++	82.73
711705	Payroll - Bereavement	.00	.00	.00	.00	.00	48.88	(48.88)	+++	9.69
711712	Special Pay - One Time	.00	.00	.00	.00	.00	14.65	(14.65)	+++	.00
711714	Safety Incentive	.00	.00	.00	.00	.00	20.71	(20.71)	+++	20.05
711715	Shift Premium	.00	.00	.00	.00	.00	61.48	(61.48)	+++	.00
711716.1	Insurance Health	.00	.00	.00	.00	.00	1,111.98	(1,111.98)	+++	1,256.20
711716.2	Insurance Dental	.00	.00	.00	.00	.00	80.95	(80.95)	+++	92.68
711716.4	Insurance Vision	.00	.00	.00	.00	.00	23.76	(23.76)	+++	26.63
711717	Insurance - Life & AD&D	.00	.00	.00	.00	.00	9.04	(9.04)	+++	8.07
711718	Retirement Contribution	.00	.00	.00	.00	.00	370.69	(370.69)	+++	281.91
711720	Insurance - Income Protection	.00	.00	.00	.00	.00	61.92	(61.92)	+++	57.63
712715	Employer FICA/Medicare Contribution	.00	.00	.00	.00	.00	488.94	(488.94)	+++	460.81
712724	Workers Comp Insurance	.00	.00	.00	.00	.00	136.24	(136.24)	+++	170.24
721740.8	Operating Supplies Cleaning Materials	.00	.00	.00	.00	.00	535.34	(535.34)	+++	696.51
721740.18	Operating Supplies Repair Parts	.00	.00	.00	.00	.00	.00	.00	+++	87.81
721931.1	Building & Grounds Maintenance Depot	.00	.00	.00	.00	.00	1,533.63	(1,533.63)	+++	1,311.59
721931.2	Building & Grounds Maintenance Greenway	.00	.00	.00	.00	.00	757.43	(757.43)	+++	1,168.89
721932.1	Mechanical Maintenance Depot	.00	.00	.00	.00	.00	35.04	(35.04)	+++	.00
721933.1	Equipment Maintenance Radio Maintenance	.00	.00	.00	.00	.00	2.55	(2.55)	+++	21.45
721933.2	Equipment Maintenance Office Equipment	.00	.00	.00	.00	.00	268.33	(268.33)	+++	344.66
721939.1	Vehicle Maintenance Mechanical	.00	22,905.00	22,905.00	.00	.00	12,235.44	10,669.56	53	14,767.93
721939.4	Vehicle Maintenance Bodywork	.00	.00	.00	.00	.00	2.50	(2.50)	+++	.00
721939.6	Vehicle Maintenance Graphics	.00	.00	.00	.00	.00	176.04	(176.04)	+++	55.16
722808.1	Contractual-Buildings & Grounds Depot Janitorial	.00	.00	.00	.00	.00	.00	.00	+++	17.77

# Expense Budget Performance Report

Fiscal Year to Date 07/31/23  
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department <b>591 - Transit Maintenance</b>										
Division <b>N - New Freedom</b>										
<b>EXPENSE</b>										
722808.4	Contractual-Buildings & Grounds Depot Lawn Care	.00	.00	.00	.00	.00	201.80	(201.80)	+++	311.27
722808.5	Contractual-Buildings & Grounds Depot Snow Removal	.00	.00	.00	.00	.00	1,684.26	(1,684.26)	+++	2,215.61
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$35,055.00</b>	<b>\$35,055.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,316.32</b>	<b>\$8,738.68</b>	<b>75%</b>	<b>\$29,618.68</b>
Division <b>N - New Freedom Totals</b>		<b>\$0.00</b>	<b>(\$35,055.00)</b>	<b>(\$35,055.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$26,316.32)</b>	<b>(\$8,738.68)</b>	<b>75%</b>	<b>(\$29,618.68)</b>
Department <b>591 - Transit Maintenance Totals</b>		<b>(\$646,080.00)</b>	<b>\$0.00</b>	<b>(\$646,080.00)</b>	<b>(\$77,737.53)</b>	<b>\$0.00</b>	<b>(\$640,912.82)</b>	<b>(\$5,167.18)</b>	<b>99%</b>	<b>(\$564,335.95)</b>
Department <b>CAP - Capital Outlay</b>										
<b>EXPENSE</b>										
730975	Buildings & Structures	.00	.00	.00	.00	.00	34,809.96	(34,809.96)	+++	.00
730975.10	Buildings & Structures Grant MI-2021-010	.00	398,919.00	398,919.00	.00	.00	224,466.91	174,452.09	56	116,273.96
730975.26	Buildings & Structures Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	77,038.29
730975.39	Buildings & Structures Grant MI-2020-039	.00	537,733.00	537,733.00	.00	.00	.00	537,733.00	0	28,545.00
730977	Machinery & Equipment	.00	.00	.00	.00	.00	8,060.09	(8,060.09)	+++	13,339.00
730977.10	Machinery & Equipment Grant MI-2021-010	.00	295,782.00	295,782.00	.00	8,598.92	57,171.39	230,011.69	22	23,785.85
730977.26	Machinery & Equipment Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	13,368.46
730977.33	Machinery & Equipment Grant MI-2019-033	.00	17,091.00	17,091.00	.00	6,278.27	10,798.82	13.91	100	1,016.24
730977.39	Machinery & Equipment Grant MI-2020-039	.00	65,716.00	65,716.00	.00	9,125.00	2,588.29	54,002.71	18	48,316.20
730981	Vehicle	.00	.00	.00	.00	.00	.00	.00	+++	26,366.80
730981.10	Vehicle Grant MI-2021-010	.00	2,973,581.00	2,973,581.00	.00	870,205.75	579,405.70	1,523,969.55	49	25,000.00
730981.21	Vehicle Grant MI-2017-021	.00	.00	.00	.00	.00	.00	.00	+++	15,322.00
730981.26	Vehicle Grant MI-2018-026	.00	.00	.00	.00	.00	.00	.00	+++	74,999.20
730981.39	Vehicle Grant MI-2020-039	.00	320,000.00	320,000.00	.00	.00	.00	320,000.00	0	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$4,608,822.00</b>	<b>\$4,608,822.00</b>	<b>\$0.00</b>	<b>\$894,207.94</b>	<b>\$917,301.16</b>	<b>\$2,797,312.90</b>	<b>39%</b>	<b>\$463,371.00</b>
Department <b>CAP - Capital Outlay Totals</b>		<b>\$0.00</b>	<b>(\$4,608,822.00)</b>	<b>(\$4,608,822.00)</b>	<b>\$0.00</b>	<b>(\$894,207.94)</b>	<b>(\$917,301.16)</b>	<b>(\$2,797,312.90)</b>	<b>39%</b>	<b>(\$463,371.00)</b>
Fund <b>103 - General Fund Totals</b>		<b>\$5,255,010.00</b>	<b>\$4,678,822.00</b>	<b>\$9,933,832.00</b>	<b>\$462,394.15</b>	<b>\$938,179.74</b>	<b>\$5,294,586.37</b>	<b>\$3,701,065.89</b>		<b>\$6,236,052.00</b>
<b>Grand Totals</b>		<b>\$5,255,010.00</b>	<b>\$4,678,822.00</b>	<b>\$9,933,832.00</b>	<b>\$462,394.15</b>	<b>\$938,179.74</b>	<b>\$5,294,586.37</b>	<b>\$3,701,065.89</b>		<b>\$6,236,052.00</b>



# Revenue Budget Performance Report

Fiscal Year to Date 07/31/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department 000 - General Revenues										
REVENUE										
480665	Investment Income	9,223.00	.00	9,223.00	6,589.70	.00	43,342.52	(34,119.52)	470	2,976.84
490675.0	Private Donations General	.00	.00	.00	.00	.00	480,831.22	(480,831.22)	+++	.00
490692.0	Miscellaneous General	1,000.00	.00	1,000.00	72.00	.00	126.41	873.59	13	66.24
REVENUE TOTALS		\$10,223.00	\$0.00	\$10,223.00	\$6,661.70	\$0.00	\$524,300.15	(\$514,077.15)	5129%	\$3,043.08
Department 000 - General Revenues Totals		\$10,223.00	\$0.00	\$10,223.00	\$6,661.70	\$0.00	\$524,300.15	(\$514,077.15)	5129%	\$3,043.08
Department 537 - Routine Transit Operations										
Division 4 - General										
REVENUE										
400402	Property Tax	1,164,711.00	.00	1,164,711.00	196,037.57	.00	128,668.31	1,036,042.69	11	242,915.52
400423	Service Charge in Lieu of Taxes	3,000.00	.00	3,000.00	1,366.61	.00	3,255.91	(255.91)	109	2,134.89
400437.0	Property Taxes IFT IFT Levy - General	25,000.00	.00	25,000.00	1,077.59	.00	2,748.98	22,251.02	11	1,180.50
400445	Interest & Penalties (Taxes)	1,500.00	.00	1,500.00	.14	.00	1,340.81	159.19	89	1,758.08
440573	State-Reim Local PPT Tax Loss	88,878.00	.00	88,878.00	.00	.00	11.43	88,866.57	0	1,238.05
460644.1	Concessions & Commissions Bus Signage-Advertising Commiss	20,000.00	.00	20,000.00	.00	.00	15,347.75	4,652.25	77	13,257.50
460651.1B	Use & Admissions Fees Fares-Bus Fleet Rental	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
460651.1D	Use & Admissions Fees Fares-Demand/Response	25,000.00	.00	25,000.00	3,547.35	.00	34,658.40	(9,658.40)	139	9,327.90
460651.1F	Use & Admissions Fees Fares-Fixed Route	25,000.00	.00	25,000.00	2,939.45	.00	45,309.60	(20,309.60)	181	13,946.10
460651.1R	Use & Admissions Fees Fares-Adult Monthly	25,000.00	.00	25,000.00	1,903.50	.00	27,423.50	(2,423.50)	110	9,390.00
460651.1S	Use & Admissions Fees Fares-Daily Pass	5,000.00	.00	5,000.00	62.10	.00	1,727.30	3,272.70	35	761.30
460651.1T	Use & Admissions Fees Fares-Tickets	16,000.00	.00	16,000.00	.00	.00	1,050.00	14,950.00	7	.00
460651.1X	Use & Admissions Fees Fares-Student Pass	2,000.00	.00	2,000.00	414.00	.00	3,243.00	(1,243.00)	162	483.00
460651.1DW	Use & Admissions Fees Fares-Reduced Demand/Response	2,000.00	.00	2,000.00	60.00	.00	940.00	1,060.00	47	400.00
460651.1FD	Use & Admissions Fees Fares-Reduced Monthly (Fixed/DR)	15,000.00	.00	15,000.00	2,340.00	.00	30,094.50	(15,094.50)	201	8,160.00
460651.1FR	Use & Admissions Fees Fares-Reduced Fixed Route	5,000.00	.00	5,000.00	48.00	.00	2,482.50	2,517.50	50	1,048.50
460651.1WP	Use & Admissions Fees Fares-Adult Weekly	3,000.00	.00	3,000.00	65.00	.00	810.00	2,190.00	27	750.00
480669.C	Rental Bus / Motor Coach	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
480669.D	Rental Amtrak	20,000.00	.00	20,000.00	.00	.00	3,946.05	16,053.95	20	13,057.28
490683.1	Reimbursements Michigan Transit Pool	28,000.00	.00	28,000.00	.00	.00	187,527.79	(159,527.79)	670	.00
490685.1	Recoveries Insurance	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	.00
490692.0	Miscellaneous General	100.00	.00	100.00	.00	.00	190.46	(90.46)	190	(.83)
490692.E	Miscellaneous Lost Eligible Pass	200.00	.00	200.00	.00	.00	45.00	155.00	22	.00
490694	Cash Short/Over	.00	.00	.00	(9.50)	.00	120.82	(120.82)	+++	1,279.15
570674	Sale of Fixed Assets	15,000.00	.00	15,000.00	.00	.00	6,479.00	8,521.00	43	20,858.40
REVENUE TOTALS		\$1,503,689.00	\$0.00	\$1,503,689.00	\$209,851.81	\$0.00	\$497,421.11	\$1,006,267.89	33%	\$341,945.34
Division 4 - General Totals		\$1,503,689.00	\$0.00	\$1,503,689.00	\$209,851.81	\$0.00	\$497,421.11	\$1,006,267.89	33%	\$341,945.34



# Revenue Budget Performance Report

Fiscal Year to Date 07/31/23  
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 103 - General Fund</b>										
Department 537 - Routine Transit Operations										
Division 5 - Grants										
REVENUE										
540536.1	Federal Operating (Current Year)	1,250,000.00	.00	1,250,000.00	.00	.00	.00	1,250,000.00	0	.00
540536.3	Federal CARES Act	.00	.00	.00	.00	.00	.00	.00	+++	600,000.00
540536.4	Federal Mobility Management	.00	56,000.00	56,000.00	.00	.00	6,946.00	49,054.00	12	4,655.00
540536.6	Federal New Freedom	.00	142,500.00	142,500.00	.00	.00	61,299.50	81,200.50	43	134,887.00
540536.8	Federal Capital Outlay	.00	3,871,517.00	3,871,517.00	.00	.00	455,916.00	3,415,601.00	12	260,747.00
540536.3A	Federal ARPA	452,778.00	.00	452,778.00	.00	.00	452,778.00	.00	100	.00
550570.1	State Operating (Current Year)	1,648,598.00	.00	1,648,598.00	135,811.00	.00	1,358,110.00	290,488.00	82	1,352,520.00
550570.4	State Mobility Management	.00	14,000.00	14,000.00	.00	.00	1,735.74	12,264.26	12	1,164.70
550570.8	State Capital Outlay	.00	737,305.00	737,305.00	54,612.88	.00	111,380.33	625,924.67	15	53,772.52
REVENUE TOTALS		\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$190,423.88	\$0.00	\$2,448,165.57	\$5,724,532.43	30%	\$2,407,746.22
Division 5 - Grants Totals		\$3,351,376.00	\$4,821,322.00	\$8,172,698.00	\$190,423.88	\$0.00	\$2,448,165.57	\$5,724,532.43	30%	\$2,407,746.22
Division 6 - Operating Assistance										
REVENUE										
460627.1	Charges for Services Rendered Zeeland City	62,862.00	.00	62,862.00	.00	.00	44,190.35	18,671.65	70	46,083.71
460627.2	Charges for Services Rendered Park Township	137,190.00	.00	137,190.00	.00	.00	100,629.75	36,560.25	73	98,017.25
460627.9	Charges for Services Rendered Zeeland Twp	8,034.00	.00	8,034.00	.00	.00	2,422.40	5,611.60	30	2,256.00
460627.IN	Charges for Services Rendered MAX Share-Sale Mtr Coach Tickets	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
460627.INPS	Charges for Services Rendered Pass-Thru Sale Mtr Coach Tickets	29,136.00	.00	29,136.00	.00	.00	.00	29,136.00	0	.00
REVENUE TOTALS		\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$147,242.50	\$99,979.50	60%	\$146,356.96
Division 6 - Operating Assistance Totals		\$247,222.00	\$0.00	\$247,222.00	\$0.00	\$0.00	\$147,242.50	\$99,979.50	60%	\$146,356.96
Division N - New Freedom										
REVENUE										
400402	Property Tax	142,500.00	.00	142,500.00	.00	.00	91,151.00	51,349.00	64	.00
460651.1D	Use & Admissions Fees Fares-Demand/Response	.00	.00	.00	.00	.00	10,344.00	(10,344.00)	+++	3,158.00
REVENUE TOTALS		\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$101,495.00	\$41,005.00	71%	\$3,158.00
Division N - New Freedom Totals		\$142,500.00	\$0.00	\$142,500.00	\$0.00	\$0.00	\$101,495.00	\$41,005.00	71%	\$3,158.00
Department 537 - Routine Transit Operations Totals		\$5,244,787.00	\$4,821,322.00	\$10,066,109.00	\$400,275.69	\$0.00	\$3,194,324.18	\$6,871,784.82	32%	\$2,899,206.52
Fund 103 - General Fund Totals		\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$406,937.39	\$0.00	\$3,718,624.33	\$6,357,707.67		\$2,902,249.60
Grand Totals		\$5,255,010.00	\$4,821,322.00	\$10,076,332.00	\$406,937.39	\$0.00	\$3,718,624.33	\$6,357,707.67		\$2,902,249.60



Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 7/6/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-118128.0	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000199	EMPLOYER CONTRIBUTION 7/23-12/23	4,550.00
103-171-711716.1	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000199	EMPLOYER CONTRIBUTION 7/23-12/23	1,050.00
103-171-721740.0	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	835.93
103-171-721740.TECH	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	89.99
103-171-722801.9010	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	2.00
103-171-722801.9080	ENDEAVOR BUSINESS MEDIA LLC	48302-M	MAX - ADS	225.00
	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	160.00
103-171-722805.4	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	39.00
103-171-722809.41	LEFF, SARAH	LS02893	MAX - JULY WEBSITE MAINTENANCE AND HOSTING	125.00
103-171-723850.0	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	705.81
103-171-723860	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	227.60
103-171-723920.1	HOLLAND BOARD OF PUBLIC WORKS	2023-00000201	MAX	11.00
103-171-723969	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	37.96
103-537-711716.1	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000199	EMPLOYER CONTRIBUTION 7/23-12/23	3,500.00
103-537-722803.6	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C.	714878834	MAX - HEALTH SERVICES	86.00
		714888785	MAX - HEALTH SERVICES	303.00
103-591-721740.8	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	79.96
103-591-721931.1	NEW DAWN LINEN SERVICE, LLC	25224	MAX - RUGS	43.31
103-591-721931.2	QUALITY DOOR COMPANY, INC	32709702	MAX- SERVICE CALL	200.00
	WOLVERINE POWER SYSTEMS	0253049-IN	MAX - SERVICE CALL	244.49
103-591-721933.2	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	5025684646	MAX - COPIER SERVICES	378.00
103-CAP-730977	MOBILE COMMUNICATIONS AMERICA INC.	880000184-1	TWO SUPPORT VEHICLE RADIO SYSTEMS	3,430.00
103-CAP-730977.10	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	199.98
103-CAP-730977.33	FIFTH THIRD BANK-CC ACH	2023-00000202	MAX - MARCH CREDIT CARD STMT	5,034.48
750-210231.D	MISSION SQUARE	2023-00000205	DEF-ICMA - Deferred Comp - ICMA *	1,292.00
750-210231.HS	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000203	HSA-ADD - HSA Additional Contribution	620.76
750-210231.K	AFLAC	2023-00000200	MAX - JUNE PREMIUMS	703.56
750-210231.M	MERS - ACH	2023-00000204	PENSION - Pension - Original*	11,438.58
<b>Grand Total</b>				<b>35,613.41</b>

Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 7/13/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-712724	ACCIDENT FUND	1000407097	MAX	306.01
103-171-721740.0	STAPLES	8070825298	MAX - SUPPLIES	307.21
103-171-722801.9010	MIDWEST COMMUNICATIONS, INC	591502-4	MAX - JUNE SERVICES	385.56
103-171-722801.9080	ZEELAND RECORD	1037814	MAX - JUNE ADS	110.00
103-171-722803.9	KUSHNER & COMPANY INC	86585	MAX - JUNE SERVICES	153.02
103-171-722804	BUCKMAN MACDONALD & BROWN PC	5753	REVIEW & REVISE DEPOT LEASE AGREEMENT WITH CITY OF HOLLAND	2,480.00
103-171-722809.41	SURPRENANT, VERNA	5685	DEPOT CLEANING SERVICES JUNE 2023	1,350.00
103-171-723920.1	HOLLAND BOARD OF PUBLIC WORKS	2023-00000206	MAX - UTILITIES DUE 7/22/23	2,852.97
103-171-723920.2	HOLLAND BOARD OF PUBLIC WORKS	2023-00000206	MAX - UTILITIES DUE 7/22/23	290.00
103-266-712724	ACCIDENT FUND	1000407097	MAX	489.52
103-537-712724	ACCIDENT FUND	1000407097	MAX	3,058.66
103-537-721744.UNIF	SHELDON CLEANERS	2023-00000207	MAX - JUNE STMT	95.00
103-537-722803.6	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C.	714898910	MAX - HEALTH SERVICES	135.00
103-591-712724	ACCIDENT FUND	1000407097	MAX	306.01
103-591-721740.8	ARNOLD SALES	1399885	MAX - SUPPLIES	298.18
103-591-721931.1	NEW DAWN LINEN SERVICE, LLC	24643	MAX - RUGS	43.31
		25516	MAX - RUGS	43.31
103-591-721931.2	WESTENBROEK MOWER INC	824697	MAX - EDGER BLADE	11.96
103-CAP-730975.10	LAKEWOOD CONSTRUCTION	14205	GW WALL REPAIR	3,109.00
Grand Total				15,824.72



Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 7/20/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-722804	CUNNINGHAM DALMAN PC	326410	MAX - LEGAL	450.00
103-171-722808.2	REPUBLIC SERIVCES #240	0240-009264597	MAX- REFUSE	105.80
103-171-722808.3	REPUBLIC SERIVCES #240	0240-009264597	MAX- REFUSE	98.38
103-171-722809.41	CCS TECHNOLOGIES INC	156066	MAX - SERVICES	925.00
103-171-723850.0	AT&T MOBILITY	2023-00000208	MAX	174.04
103-171-723920.2	HOLLAND BOARD OF PUBLIC WORKS	2023-00000210	MAX	40.00
103-171-723969	BAR-B QUE'S	2023-00000209	MAX	480.00
	REDI RENTAL	Q19008-1	MAX	176.05
103-537-721939.3	THE GOODYEAR TIRE & RUBBER COMPANY	209-1039965	MAX - TIRES	974.96
		209-1039966	MAX - TIRES	847.88
103-591-721931.1	VAN DYKEN MECHANICAL INC	341628	MAX- SERVICES	957.50
		341706	MAX - SERVICES	1,047.27
103-591-721931.2	TOWN & COUNTRY GROUP	33432	MAX - SERVICE CALL	816.76
103-591-722808.4	BOSCH'S LANDSCAPE & LAWN SPECIALTIES INC	37	MAX - FERTILIZER AT GREENWAY	126.00
750-210231.D	MISSION SQUARE	2023-00000213	DEF-ICMA% - Deferred Comp - ICMA %*	1,324.43
750-210231.HS	MERCANTILE BANK OF MICHIGAN - ACH	2023-00000211	HSA-ADD - HSA Additional Contribution	620.76
750-210231.M	MERS - ACH	2023-00000212	PENSION - Pension - Original*	11,322.83
<b>Grand Total</b>				<b>20,487.66</b>

Invoice Process Status	Paid
Journal Type	Journal Entry
Organization	(Multiple Items)
Account Code And Description	(Multiple Items)
Detail Account Code	(Multiple Items)
Entered Date.Fiscal	(Multiple Items)



AP Check dt 7/27/23

GL Account Code	Vendor Name	Invoice Number	Invoice Description	Amount
103-171-711717	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	40.15
103-171-711720	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	363.17
103-171-722809.41	REHMANN TECHNOLOGY SOLUTIONS LLC	RTS13615	MAX - DIRECTCIRCUITS FOR JULY	569.00
103-171-723850.CELL	VERIZON WIRELESS	9939351645	MAX - CELL SERVICES	1,109.83
103-171-723920.1	SEMCO ENERGY - ACH	2023-00000216	MAX - JULY READ DATES	404.89
103-171-723920.2	HOLLAND BOARD OF PUBLIC WORKS	2023-00000215	MAX	1,181.08
	SEMCO ENERGY - ACH	2023-00000216	MAX - JULY READ DATES	151.92
103-266-711717	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	72.27
103-266-711720	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	427.83
103-537-711717	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	302.32
103-537-711720	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	2,331.49
103-537-721744.UNIF	CHROMATIC GRAPHICS INC	65910	MAX - EMBROIDERY LOGO	50.00
103-537-721748.0	HOLLAND CITY TREASURER	2023-000026	MAX - JUNE FUEL	27,043.46
103-537-722803.6	BRITT CHIROPRACTIC	164	MAX - AGILITY TEST	125.00
		165	MAX - AGILITY TEST	125.00
103-591-711717	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	16.06
103-591-711720	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	120.48
103-591-721931.1	EMPIRE PEST CONTROL LLC	212047	MAX LINCOLN PEST CONTROL	456.00
	GUARDIAN ALARM OF MICHIGAN INC	22793702	MAX - LINCOLN ALARM MONITORING 8/9/23-11/8/23	195.54
	NEW DAWN LINEN SERVICE LLC	25821	MAX- RUGS	43.31
		26107	MAX - RUGS	43.31
103-591-721931.2	EMPIRE PEST CONTROL LLC	212046	MAX - GREENWAY PEST CONTROL	456.00
103-591-721933.2	APPLIED IMAGING INC	2259593	MAX - COPIER SERVICES	295.40
103-591-721939.1	HOLLAND CITY TREASURER	2023-34	MAX - JUNE MAINTENANCE CHARGES	41,257.81
	K&R TRUCK REPAIR	R201100294-01	MAX - AXLE ALIGNMENT	306.00
		R201100433.01	MAX - TOWING	350.50
750-210231.H	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	4,042.46
750-210231.L	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	629.46
750-210231.V	GUARDIAN	2023-00000214	AUGUST 2023 INS PREM DENTAL, LIFE, STD, LTD VISION	1,256.24
Grand Total				83,765.98