



**MAX Transportation Authority Board
Meeting Agenda
Monday, March 24, 2025
MAX Training Room
11660 Greenway Dr., Holland, MI 49424**

1. February 2025 Board Meeting Minutes – Action
2. Opportunity for Public Comment – Please limit public comment to three (3) minutes or less.
3. Marketing Committee
4. Executive Committee
 - a) Policy 307 Paid Time Off (PTO) Revisions - Action
 - b) Policy 301 Employee Benefits Revision - Action
 - c) Policy 503 Attendance & Punctuality Revisions – Action
 - d) Policy 504 Attendance for Bus Operators – Action
 - e) Employee Performance Evaluation Process Revisions – Action
 - f) Procurement Policy Manual Revision 16 – Action
 - g) MDOT FY2026 Reimbursement Percentage Change - Information
 - h) Ridership Reports for February 2025 – Information
 - i) Financial Reports for February 2025 – Information
 - j) Expenditure Reports for February 2025 – Information
5. Directors Report

Next meeting is Monday, April 28 2025 at 3:30 p.m.

Macatawa Area Express Transportation Authority
Meeting Minutes
Monday, February 24th, 2025
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 Dr., Holland, MI 49424

Members Present: Secretary Meika Weiss and Treasurer Jason Latham; Board Members Doug Becker, Margo Walters, Kristin Myers, Abbe Baas, Nathan Bocks

Staff Present: Beth Higgs, Lynn McCammon, Juana Lopez and Sandra Korhorn

2.24.1 Approval of the Minutes for January Board Meetings

Approved motion made by Becker, supported by Weiss

2.24.2 Public Comment

There was no public comment.

11.24.4a Marketing Committee

Higgs reported that there is nothing new to report on. As previously stated MAX is looking into marketing firms to assist in launching new Fixed Routes.

3.24.4 Executive Committee

3.24.4a *Public Transportation Agency Safety Plan (PTASP) Version 8 - Action*

On April 10, 2024, the FTA updated the National Safety Plan to meet the requirements of the Bipartisan Infrastructure Law. This update sets new safety performance measures for Agency Safety Plans (ASPs) to enhance the safety of public transportation systems receiving federal funds.

Each transit agency must revise its ASP to include these new safety measures during their next annual review. The MAX team, including Operations Manager Sue Gorby, Data Analyst Charlie Veldhoff, and Safety Coordinator Brent Etzel, have updated the PTASP according to the FTA's technical review checklist from December 2024.

MAX is presenting PTASP Policy Version 8 today, which meets all FTA recommendations. Motion to approve was made by Bocks, supported by Walters. Motion carried unanimously.

3.24.4b FY2026 – FY2029 TIP Call for Projects, Resolution - Action

Higgs recommends Board approval of resolution in support of project nominations for Congestion Mitigation and Air Quality (CMAQ) funding for inclusion in the FY 2026-2029 Transportation Improvement Program (TIP).

During the meeting of October 7, 2024 Staff reviewed the capital expenditures planned for the fiscal years 2026 – 2029 and discussed how CMAQ funds will be enable MAX to replace the 15 buses and 4 transit vans, eligible for replacement that are required to maintain a State of Good Repair (SGR) as required by FTA. Walters found a discrepancy to correct. After revision Bocks made the motion to approve, supported by Weiss. Motion carried unanimously.

3.24.4c

Executive Director Position - Action

Higgs was thrilled to report in November 2024, MAX engaged Yeo and Yeo HR Consultants, formerly Amy Cell Talent, to assist in the search for a new Executive Director. The position was advertised internally and externally, attracting 51 candidates, of which eight were shortlisted and four participated in virtual interviews. Following in-person interviews in February, the selection committee conducted thorough evaluations, including reference checks and assessments, and determined that Ryan Novotny is the ideal candidate. With over a decade of experience in the transit industry, including leadership roles at Charlevoix County Transit, Ryan has demonstrated strong leadership, communication, and team-building skills. His deep understanding of MAX's goals and objectives, coupled with his extensive experience working with MDOT, make him well-suited to lead the organization. The Recruitment Selection Committee recommends that the Board approve Ryan Novotny as the Executive Director, and upon approval, the team will proceed with finalizing his employment contract and ensuring a smooth transition. The offer was given to Novotney pending drug screening and board approval. Motion to approve was made by Becker, supported by Bocks. Motion was carried with Walters abstaining.

3.24.4d

Ridership Reports

There was no discussion.

3.24.4e

Financial Reports

There was no discussion.

3.24.4f

Expenditure Reports

There was no discussion.

Interim Directors Report

There was no discussion.

3.24.5

Adjournment

A motion was made by Latham and supported by Becker to adjourn the meeting. Motion passed unanimously.

MEMO

Board Action Item

Date: March 24, 2025

To: MAX Transit Authority Board

From: Beth Higgs, Deputy Director

Re: Revised MAX Policy 307 – Paid Time Off (PTO)/Earned Sick Time Act (ESTA)

On February 21, 2025, the Michigan Legislature passed House Bill 4002, amending the Earned Sick Time Act (ESTA). To ensure MAX is compliant with the act, staff worked closely with our labor attorney to add language to our current PTO policy and made proper adjustments to our PTO chart included on the attached revised policy.

Our current PTO policy does include paid sick time, which is compliant with the ESTA, however, we made adjustments to the amount of PTO for the following employees:

- Part-time employees - increased from 24 hours to 40 hours which is earned annually on the anniversary of their hire date.
- New hires - PTO at 6 months for new employees was removed from our PTO chart. New hires at 0-1 year will now receive 10 days/80 hours of PTO at the start of their employment to use after 120 days of service.
- Hourly employees at MAX who have reached 1 year - Receive 11 days of PTO
- Salary employees at MAX who have reached 1 year – Receive 13 days of PTO
- No changes to PTO at 2 years and over.

MAX staff has updated the PTO for the individuals listed above as part of our efforts to finalize our policy in compliance with the ESTA law. Additionally, the revised policy incorporates language from the Earned Sick Time Act, while Paid Medical Leave has been removed and replaced with provisions from the Earned Sick Time Act.

Action Request

MAX staff seeks Board approval for the revisions to Policy 307 Paid Time Off (PTO) in compliance with the Michigan Earned Time Off Act.

Current 307 Policy Paid Time Off (PTO)

307 Paid Time Off (PTO)

Effective Date: 11/1/2010

Revision Date: 12/29/2022

The Authority provides Paid Time Off (PTO) to eligible employees. PTO is an all-purpose time-off policy that is used for vacation, illness or injury of you or family members, and personal business. PTO combines traditional vacation and sick leave, and also includes

PTO Regular Full-Time Employees

Regular full-time employees are eligible for PTO. The amount of PTO you receive each year depends on how long you have been employed and whether you are an exempt or non-exempt employee. PTO is awarded annually to each employee on the anniversary of their hire date, and the amount of PTO earned is determined by status and years of service (*Refer to PTO Chart*).

Years of Service	Hourly Employees	Salary Employees
6 months - 1 year	3 days	5 days
1 years	7 days	7 days
2 years	12 days	17 days
3-4 years	12 days	17 days
5-9 years	17 days	22 days
10+ years	22 days	27 days

We calculate the length of your eligible service on the basis of a "benefit year." A "benefit year" is the 12-month period that begins when you start earning PTO. Leaves of absence may affect your PTO accrual. Refer to the Leave of Absence policy for details.

PTO – Regular Part-Time Employees

Part-time employees receive three (3) days PTO 6 months following their initial hire date. They will receive three (3) days each year on their anniversary date.

You can request to use PTO after it is earned. You may not take less than 1 hour of PTO at a time.

Paid Medical Leave (PML)

Effective March 29, 2019, The Paid Medical Leave (PML) Act 369 states that any non-exempt employee who has worked an average of 25 hours or more per week in a calendar year is eligible to receive the Paid Medical Leave benefit.

Eligible non-exempt employees will accrue PML at a rate of 1 hour for every 35 actual hours worked; however, to the Authority will not allow accrual of over 1 hour in a calendar week or more than 40 hours in a benefit year. The Paid Time Off (PTO) benefit provided by the MAX Authority includes the PML benefit.

New MAX employees eligible for PML will begin accruing hours immediately; however will not begin receiving the benefit until the 60th calendar day after commencing employment. PML must be used in 1-hour increments as outlined in the PTO policy, unless pre-approved by the employee's immediate supervisor.

PML eligible employees may use this benefit for the following:

- Physical or mental illness, injury, or health condition of the employee or his or her family member
- Medical diagnosis, care, or treatment of the employee or employee's family member
- Preventative care of the employee or his or her family member
- Closure of the employee's primary workplace by order of a public official due to health care emergency
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency
- The employee's or his or her family member's exposure to communicable disease that would jeopardize the health of others as determined by health authorities or health care provider

For domestic violence and sexual assault situations, employees may use PML for the following:

- Medical care of psychological or other counseling
- Receiving services from a victim services organization
- Relocation
- Obtaining legal services
- Participation in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

Unscheduled PTO

If you need to be absent from work unexpectedly (illness) or decide that you would like time off for personal or other reasons, you should contact your supervisor at least one (1) hour before the scheduled start of your workday. No advance notice is required for leave taken pursuant to the Michigan Paid Medical Leave law described above.

Taking unplanned PTO is subject to your immediate supervisor's approval, based on staffing needs and other relevant circumstances, and may be denied. The Authority reserves the right to require proof of necessity for unplanned PTO. Your supervisor must also be contacted on each additional day of an unexpected absence.

Scheduled PTO

To schedule planned PTO, employees must complete and submit a PTO Request Form to their supervisor as far in advance as possible, as PTO is granted on a first come-first approved basis. Advance submission of your PTO request increases the chances that your dates will be approved so that you can make plans. Each request will be reviewed based on a number of factors, including operational needs and staffing requirements (i.e. Tulip Time).

You will be paid for PTO at your base pay rate as of the time of the absence. PTO pay does not include overtime or any other forms of compensation.

If you use PTO for an extended absence because of an illness or injury, you also must apply for any other available compensation and benefits, such as workers' compensation (*if work related*). Your PTO will be used to supplement any payments that you are eligible for from workers' compensation or the Authority-provided disability insurance programs. The combination of these disability payments and your PTO may not be more than your normal pay.

Carrying Over PTO – Capping of PTO

If you do not use your available PTO by the end of the benefit year, you may carry over the unused PTO to the next benefit year. **PTO time is capped at 240 hours** (6 weeks for regular full-time employees). This is done to ensure that employees take time off from work, which is necessary for your mental and physical well-being and to ensure optimum job performance.

If the total amount of your unused PTO reaches the "cap" amount of 240 hours, you temporarily stop accruing PTO. When you use PTO again and your total accrued PTO amount falls below the 240-hour cap, you will start accruing PTO again.

Employees who separate from their employment in good standing will be paid for any unused PTO that has been earned through the last day of work.

Proposed Revisions 3/24/2025

307 Paid Time Off (PTO)

Effective Date: 11/1/2010 Revision Date: 3/24/2025

The Authority offers Paid Time Off (PTO) to eligible employees. PTO is a flexible time-off policy that can be used for vacation, illness or injury (for you or a family member), and personal matters. It combines traditional vacation days, sick leave (in compliance with the Earned Sick Time Act), and personal time.

PTO Regular Full-Time Employees

Regular full-time employees are eligible for PTO. The amount of PTO you receive each year depends on how long you have been employed and whether you are an exempt or non-exempt employee. PTO is awarded annually to each employee on the anniversary of their hire date, and the amount of PTO earned is determined by status and years of service. (Refer to PTO Chart. 1 day = 8 hours).

Years of Service	Non-Exempt Employees	Exempt Employees
0 - 1 year	10 days	12 days
1 year	11 days	13 days
2-4 years	12 days	17 days
5-9 years	17 days	22 days
10+ years	22 days	27 days

We calculate the length of your eligible service on the basis of a "benefit year." A "benefit year" is the 12-month period that begins when you start earning PTO. Leaves of absence may affect your PTO accrual. Refer to the Leave of Absence policy for details.

PTO – Regular Part-Time Employees

Part-time employees receive 40 hours of PTO following their initial hire date and may begin using PTO after 120 days of employment. They will receive 40 hours of PTO each year on their anniversary date.

You can request to use PTO after it is earned. You may not take less than 1 hour of PTO at a time.

Unscheduled PTO

If you need to be absent from work unexpectedly (illness) or decide that you would like time off for personal or other reasons, you should contact your supervisor at least one (1) hour before the scheduled start of your workday.

Taking unplanned PTO, unless due to illness or any reasons under the ESTA, is subject to your immediate supervisor's approval, based on staffing needs and other relevant circumstances, and may be denied. The Authority reserves the right to require proof of necessity for unplanned PTO. Your supervisor must also

be contacted on each additional day of an unexpected absence.

Scheduled PTO

To schedule planned PTO, employees must complete a PTO request through the UKG Ready software system as far in advance as possible, as PTO is granted on a first come-first approved basis. Advance submission of your PTO request increases the chances that your dates will be approved so that you can make plans. Each request will be reviewed based on a number of factors, including operational needs and staffing requirements (i.e. Tulip Time).

You will be paid for PTO at your base pay rate as of the time of the absence. PTO pay does not include overtime or any other forms of compensation. If you use PTO for an extended absence because of an illness or injury, you also must apply for any other available compensation and benefits, such as workers' compensation (*if work related*). Your PTO will be used to supplement any payments that you are eligible for from workers compensation or the Authority-provided disability insurance programs. The combination of these disability payments and your PTO may not be more than your normal pay.

Carrying Over PTO – Capping of PTO

If you do not use your available PTO by the end of the benefit year, you may carry over the unused PTO to the next benefit year. **PTO time is capped at 240 hours** (6 weeks for regular full-time employees). This is done to ensure that employees take time off from work, which is necessary for your mental and physical well-being and to ensure optimum job performance. If the total amount of your unused PTO reaches the “cap” amount of 240 hours, you temporarily stop accruing PTO. When you use PTO again and your total accrued PTO amount falls below the 240-hour cap, you will start accruing PTO again. Employees who separate from their employment in good standing will be paid for any unused PTO that has been earned through the last day of work.

Notice Requirements

Employees should notify their supervisor at least 1 hour in advance if they need to use sick time, unless it is an emergency situation. When possible, employees must provide reasonable documentation from a healthcare provider **if the sick time exceeds 3 consecutive days.**

If an employee uses all of their PTO time on vacation and has no PTO left for sick time, MAX, at its sole discretion, may allow the employee to use unpaid time for any further occurrences.

Payout of unused PTO upon termination of employment is at the sole discretion of MAX.

Earned Sick Time Act (ESTA) Compliance

This policy is designed to comply with the Earned Sick Time Act of 2025. Should any provisions of this policy conflict with the law, MAX will make necessary adjustments to ensure full compliance.

Sick time may be used for reasons set forth in Michigan's Earned Sick Time Act, ("ESTA"), MCL 408.964. Time used pursuant to the ESTA may be taken in increments as small as one hour. ESTA requires that an employer allow sick time for:

- (a) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- (b) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.
- (c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- (d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- (e) For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Policy Changes

MAX reserves the right to amend or modify this policy as necessary to comply with changes in the law, operational needs, or other business requirements. Employees will be notified of any changes in writing.

MEMO

Board Action Item

Date: March 24, 2025

To: MAX Transit Authority Board

From: Beth Higgs, Deputy Director

Re: Revised MAX Policy 301 Employee Benefits

On February 21, 2025, the Michigan Legislature passed House Bill 4002, amending the Earned Sick Time Act (ESTA). In response, MAX updated its policies to ensure compliance with the new law.

MAX Policy 301: Employee Benefits was revised to replace the Paid Medical Leave Act with the Michigan Earned Sick Time Act (ESTA), integrating it with the Paid Time Off (PTO) policy to align with the updated requirements.

Action Request

MAX staff seeks Board approval for the revisions to Policy 301 Employee Benefits, in compliance with the Michigan Earned Time Off Act.

Current Policy Approved 3/25/19

301 Employee Benefits

Effective Date: 4/1/2010

Revision Date: 3/25/2019

The Authority gives eligible employees many benefits beyond those required by laws.. You may have to pay part or all of the cost for some benefits, but the Authority fully pays for many others. It is important to know your employment category, as this will determine for which benefits you qualify.

This Handbook contains policies describing some of the Authority's benefit programs. Specific information on health and dental insurance plans and retirement savings plans are found in a separate Summary Plan Description, which will be provided to you once you are eligible to participate in the plan. You may ask your supervisor for copies of these documents.

The following benefit programs are available to eligible employees:

- Qualified Retirement Plan - Defined Contribution
- Bereavement/Funeral Leave
- Employee Assistance Program (EAP)
- Family Leave
- Flexible Spending Account
- Free Fixed Route Bus Rides
- Group Insurance (health, life, vision and dental)
- Paid Holidays
- Jury Duty Leave
- Medical Leave
- Military Leave
- Paid Time Off (PTO)
- Paid Medical Leave (PML)
- Personal Leave

The Authority recognizes the importance of providing benefits for its eligible employees and the value of these benefits. In the event information contained in this Handbook differs from that in the summary plan descriptions, the terms of the insurance policy or benefit plan's official plan document shall prevail. The Authority reserves the right at any time to alter, modify, amend or terminate these policies and benefits in any manner which it believes to be in its best interest.

Proposed Revisions 3/24/2025

301 Employee Benefits

Effective Date: 4/1/2010 Revision Date: 3/24/2025

The Authority gives eligible employees many benefits beyond those required by laws. You may have to pay part or all of the cost for some benefits, but the Authority fully pays for many others. It is important to know your employment category, as this will determine for which benefits you qualify. This Handbook contains policies describing some of the Authority's benefit programs. Specific information on health and dental insurance plans and retirement savings plans are found in a separate Summary Plan Description, which will be provided to you once you are eligible to participate in the plan.

You may ask your supervisor for copies of these documents. The following benefit programs are available to eligible employees:

- Qualified Retirement Plan - Defined Contribution
- Bereavement/Funeral Leave
- Employee Assistance Program (EAP)
- Family Leave
- Flexible Spending Account
- Free Fixed Route Bus Rides
- Group Insurance (health, life, vision and dental)
- Paid Holidays
- Jury Duty Leave
- Medical Leave
- Military Leave
- Paid Time Off (PTO), which includes Earned Sick Time Act (ESTA) hours
- Personal Leave

The Authority recognizes the importance of providing benefits for its eligible employees and the value of these benefits. In the event information contained in this handbook differs from that in the summary plan descriptions, the terms of the insurance policy or benefit plan's official plan document shall prevail. The Authority reserves the right at any time to alter, modify, amend or terminate these policies and benefits in any manner which it believes to be in its best interest.

Approval by Governing Board

The Macatawa Area Express Authority Board hereby approves revisions to the Employee Benefits Policy 301 as written at the meeting held on day 24 of March 2025.

The undersigned duly qualified members of the Macatawa Area Express Transportation Authority certifies the foregoing is true and correct at the meeting held on **March 24, 2025**.

Russell TeSlaa – Macatawa Area Express Board Chairman

MEMO

Board Action Item

Date: March 24, 2025

To: MAX Transit Authority Board

From: Beth Higgs, Deputy Director

Re: Revised MAX Policy 503 – Attendance & Punctuality

On February 21, 2025, the Michigan Legislature passed House Bill 4002, amending the Earned Sick Time Act (ESTA). In response, MAX updated its policies to ensure compliance with the new law.

MAX Policy 503: Attendance & Punctuality was revised with language referencing the Michigan Earned Sick Time Act (ESTA), integrating it with the Paid Time Off (PTO) policy to align with the updated requirements.

Action Request

MAX staff seeks Board approval for the revisions to Policy 503 Attendance & Punctuality, in compliance with the Michigan Earned Time Off Act.

Current Policy Approved 12/29/2022

503 Attendance and Punctuality

Effective Date: 4/1/2010 Revision Date: 12/29/2022

It is the policy of the Authority to encourage habits of good attendance and punctuality on the part of its employees. The Authority recognizes that circumstances beyond your control may cause you to be absent from work for all or part of a day. However, all absences must be charged to paid time off (PTO), or compensatory time off, as appropriate, or another form of authorized leave.

Unauthorized absences or tardiness will not be tolerated and may result in disciplinary action up to and including termination.

When your absence from work is unavoidable, your supervisor or department head must be notified prior to the start of your scheduled work shift but no later than one (1) hour prior to the start of your shift. Explain the reason for your absence or tardiness and when you expect to arrive at work. If your absence is to continue beyond the first day, you must notify your supervisor or department head on a daily basis unless other arrangements have been made. You will be considered as having voluntarily quit if you are absent for three (3) consecutive working days without reporting to us, unless you have satisfactory reasons both for the absence and for the failure to report your absence.

Regular attendance and punctuality are important factors in your work performance. Your attendance record is considered in matters such as wage increases, promotions and transfers. It is expected that you will be in regular attendance since irregular attendance interferes with the productive efforts of your fellow employees and scheduled commitments of the Authority.

Proposed Revisions 3/24/2025

503 Attendance and Punctuality

Effective Date: 4/1/2010 Revision Date: 3/24/2025

It is the policy of the Authority to encourage habits of good attendance and punctuality on the part of its employees. The Authority recognizes that circumstances beyond your control may cause you to be absent from work for all or part of a day. However, all absences must be charged to paid time off (PTO), which includes Earned Sick Time (ESTA), or compensatory time off, as appropriate, or another form of authorized leave.

Unauthorized absences or tardiness will not be tolerated and may result in disciplinary action up to and including termination.

When your absence from work is unavoidable, your supervisor or department head must be notified prior to the start of your scheduled work shift but no later than one (1) hour prior to the start of your shift. Explain the reason for your absence or tardiness and when you expect to arrive at work. If your absence is to continue beyond the first day, you must notify your supervisor or department head on a daily basis unless other arrangements have been made. You will be considered as having voluntarily quit if you are absent for three (3) consecutive working days without reporting to us, unless you have satisfactory reasons both for the absence and for the failure to report your absence.

Regular attendance and punctuality are important factors in your work performance. Your attendance record is considered in matters such as wage increases, promotions and transfers. It is expected that you will be in regular attendance since irregular attendance interferes with the productive efforts of your fellow employees and scheduled commitments of the Authority.

Approval by Governing Board

The Macatawa Area Express Authority Board hereby approves revisions to the Attendance & Punctuality Policy 503 as written at the meeting held on day 24 of March 2025.

The undersigned duly qualified members of the Macatawa Area Express Transportation Authority certifies the foregoing is true and correct at the meeting held on **March 24, 2025**.

Russell TeSlaa – Macatawa Area Express Board Chairman

MEMO

Board Action Item

Date: March 24, 2025

To: MAX Transit Authority Board

From: Beth Higgs, Deputy Director

Re: Revised MAX Policy 504 – Attendance Policy for Bus Operators

On February 21, 2025, the Michigan Legislature passed House Bill 4002, amending the Earned Sick Time Act (ESTA). In response, MAX updated its policies to ensure compliance with the new law.

MAX Policy 504: Attendance Policy for Bus Operators was revised to replace the Paid Medical Leave Act with the Michigan Earned Sick Time Act (ESTA), integrating it with the Paid Time Off (PTO) policy to align with the updated requirements. Language was revised throughout this policy to comply with the ESTA as highlighted in yellow on the revised policy presented today.

Action Request

MAX staff seeks Board approval for the revisions to Policy 504 Attendance Policy for Bus Operators, in compliance with the Michigan Earned Time Off Act.

Current Policy Approved 12/29/2022

504 Attendance Policy for Bus Operators

Effective Date: 12/01/2010

Revision Date: 12/26/2022

As a public transit system with time-sensitive operations, it is essential and required that Authority employees report to work and on time on the days they are scheduled to work, and to required meetings. To encourage good attendance, the Authority has adopted a point system for occurrences of tardiness and absenteeism along with progressive discipline measures.

The purpose of this policy is to improve attendance in order to minimize scheduling problems, reduce overtime costs, and allow for smooth operations. Attendance and tardiness cause service and scheduling problems as well as force the Authority to pay overtime for hours that would normally be paid at straight time. As a public entity funded by tax dollars, the Authority is obligated to operate the transit system in the most cost-effective and efficient manner as possible.

Last minute scheduling changes due to absenteeism or tardiness also create additional work and stress for staff that are called to fill in for the absent or late employee.

The Attendance Policy is designed to clearly communicate procedures for reporting absences or tardiness, and the consequences for unexcused tardiness and absences that may lead to disciplinary action, up to and including termination.

This policy applies to all bus operator positions.

Definitions

Excused Absence: Absences are excused when a Request for Paid Time Off Form is submitted to and approved by the Dispatch Coordinator and Human Resource Assistant at least two weeks in advance to the requested PTO date. Absences, tardiness and leaving prior to the end of the scheduled shift are considered unexcused, unless they are the result of:

- Family Medical Leave Act absence
- Military leave
- Approved Paid Time Off (PTO)
- Paid Medical Leave (PML)
- Jury or witness duty
- Work-related injury leave
- Bereavement leave requested and authorized

Unexcused Absence: Absence from scheduled work that has not been pre-approved PTO; leaving before the end of a scheduled shift without prior

approval; and failure to provide proof for claimed illness resulting in unapproved absence from work lasting longer than one day.

Rolling 12-month period: An employee's individual 12-month period that begins on the date of his or her last occurrence under this policy.

Policy and Procedures

The Authority has adopted a point system for occurrences of tardiness, failure to give notice of tardiness or absence, and unexcused absences. Points are awarded for each infraction or occurrence and may be combined, possibly resulting in multiple points being received.

1. Notification of Absence

Employees who will be absent from their scheduled shift are required to notify their supervisor or dispatch using the designated methods at least one (1) hour prior to the start of their shift.

Notification of absence (regardless of call time)	1 pt
No notification of absence/No show for shift (No call/no Show)	3 pts

2. Notification of Tardiness

Employees who will be tardy are required to notify their supervisor or dispatch using designated methods at least 15 minutes prior to the start of their shift.

Notification of tardiness more than 30 minutes before shift	½ pt
No notification of tardiness, or notification less than 15 min. before shift	1 pt
Arriving later than original tarty notification	1 ½ pts

3. Unexcused Absences

Any time an employee informs their supervisor that they will not be reporting to work as scheduled for any reason is considered an unexcused absence. Failure to attend mandatory meetings also is considered an unexcused absence as are leaving work early before the end of their shift.

Employees are allowed one (1) absence due to illness (sick day) during a rolling year without penalty points. Any subsequent absences from work (for sickness or otherwise) will be considered unexcused, and will count as one (1) occurrence for each day missed, unless proof of a medical visit is provided to management. Management reserves the right to require proof of illness or circumstances from any employee who fails to report to work when they are scheduled.

One (1) unexcused absence due to illness per rolling year	0 pt
Unexcused absences without medical visit proof	1 pt
Unexcused leaving early (regardless of length of time)	1 pt
Unexcused absence at required meeting	1 pt

4. *Disciplinary Measures*

When an employee accumulates four (4) occurrence points within a rolling 12-month period, the employee will receive a first written warning.

When an employee accumulates six (6) occurrence points within a rolling 12-month period, the employee will receive a second written warning and will be scheduled by management for 2 days off without pay. Available PTO may not be used for the days off without pay.

When an employee accumulates eight (8) occurrence points within a rolling 12-month period, the employee will be subject to termination.

New employees are expected to demonstrate good attendance habits and reliability during their 60-day introductory period. When an introductory employee accumulates two (2) occurrence points within the 60-day period, the employee will receive a written warning. When an introductory employee accumulates four (4) occurrence points, the employee will be subject to termination. Points will drop off after a rolling 12-month period.

The progressive discipline policy for attendance does not guarantee that every step will necessarily be followed in each individual case. Depending on the circumstances of an individual situation, the Authority reserves the right to take any disciplinary action it considers appropriate, up to and including termination of employment. Discipline under this policy is separate from and in addition to the work rules.

Proposed Revisions 3/24/2025

504 Attendance Policy for Bus Operators

Effective Date: 12/01/2010 Revision Date: 3/24/2025

As a public transit system with time-sensitive operations, it is essential and required that Authority employees report to work and on time on the days they are scheduled to work, and to required meetings. To encourage good attendance, the Authority has adopted a point system for occurrences of tardiness and absenteeism along with progressive discipline measures.

The purpose of this policy is to improve attendance in order to minimize scheduling problems, reduce overtime costs, and allow for smooth operations. Attendance and tardiness cause service and scheduling problems as well as force the Authority to pay overtime for hours that would normally be paid at straight time. As a public entity funded by tax dollars, the Authority is obligated to operate the transit system in the most cost-effective and efficient manner as possible.

Last minute scheduling changes due to absenteeism or tardiness also create additional work and stress for staff that are called to fill in for the absent or late employee.

The Attendance Policy is designed to clearly communicate procedures for reporting absences or tardiness, and the consequences for unexcused tardiness and absences that may lead to disciplinary action, up to and including termination.

This policy applies to all bus operator positions.

Definitions

Excused Absence: Absences are excused when a Request for Paid Time Off is submitted through the MAX UKG Ready software system and approved by the Dispatch Coordinator and Human Resource Assistant at least two weeks in advance to the requested PTO date. Absences, tardiness and leaving prior to the end of the scheduled shift are considered unexcused, unless they are the result of:

- Family Medical Leave Act absence
- Military leave
- Approved Paid Time Off (PTO), which includes reasons that comply with the Earned Sick Time Act (ESTA)
- Jury or witness duty
- Work-related injury leave
- Bereavement leave requested and authorized

Unexcused Absence: An absence from scheduled work that has not been pre-approved PTO; leaving before the end of a scheduled shift without prior approval; or failing to

provide required documentation for a claimed illness **after a three-day absence or no PTO is available**, resulting in an unapproved absence lasting longer than one day.

Rolling 12-month period: An employee's individual 12-month period that begins on the date of his or her last occurrence under this policy.

Policy and Procedures

The Authority has adopted a point system for occurrences of tardiness, failure to give notice of tardiness or absence, and unexcused absences. Points are awarded for each infraction or occurrence and may be combined, possibly resulting in multiple points being received.

1. Notification of Absence

Employees who will be absent from their scheduled shift are required to notify their supervisor or dispatch using the designated methods at least one (1) hour prior to the start of their shift.

Notification of absence (regardless of call time)	1 pt
No notification of absence/No show for shift (No call/no Show)	3 pts

2. Notification of Tardiness

Employees who will be tardy are required to notify their supervisor or dispatch using designated methods at least 15 minutes prior to the start of their shift.

Notification of tardiness more than 30 minutes before shift	½ pt
No notification of tardiness, or notification less than 15 min. before shift	1 pt
Arriving later than original tarty notification	1 ½ pts

3. Unexcused Absences

Any time an employee informs their supervisor that they will not be reporting to work as scheduled for any reason, **other than illness or reasons listed under the Earned Sick Time Act (ESTA) when no PTO is available**, it is considered an unexcused absence. Failure to attend mandatory meetings is also considered an unexcused absence and leaving work early before the end of their shift.

Any absences from work other than illness if PTO is available, will be considered unexcused, and will count as one (1) occurrence for each day missed, unless preapproved by management. Management reserves the right to require proof of illness (if absent three consecutive days if PTO is available), or circumstances from any employee who fails to report to work when they are scheduled.

Unexcused absences without medical visit proof if no PTO is available	1 pt
Unexcused leaving early (regardless of length of time)	1 pt

Unexcused absence at required meeting	1 pt
Unexcused absences for personal reasons without prior approval	1 pt

4. *Disciplinary Measures*

When an employee accumulates four (4) occurrence points within a rolling 12-month period, the employee will receive a first written warning.

When an employee accumulates six (6) occurrence points within a rolling 12-month period, the employee will receive a second written warning and will be scheduled by management for 2 days off without pay. Available PTO may not be used for the days off without pay.

When an employee accumulates eight (8) occurrence points within a rolling 12-month period, the employee will be subject to termination.

New employees are expected to demonstrate good attendance habits and reliability during their 60-day introductory period. When an introductory employee accumulates two (2) occurrence points within the 60-day period, the employee will receive a written warning. When an introductory employee accumulates four (4) occurrence points, the employee will be subject to termination. Points will drop off after a rolling 12-month period.

The progressive discipline policy for attendance does not guarantee that every step will necessarily be followed in each individual case. Depending on the circumstances of an individual situation, the Authority reserves the right to take any disciplinary action it considers appropriate, up to and including termination of employment. Discipline under this policy is separate from and in addition to the work rules.

Approval by Governing Board

The Macatawa Area Express Authority Board hereby approves revisions to the Attendance for Bus Operators Policy 504 as written at the meeting held on day 24 of March 2025.

The undersigned duly qualified members of the Macatawa Area Express Transportation Authority certifies the foregoing is true and correct at the meeting held on **March 24, 2025**.

Russell TeSlaa – Macatawa Area Express Board Chairman

MEMO
Board Action

Date: March 24, 2025

To: MAX Transit Authority Board

From: Ryan Novotny, Executive Director
Beth Higgs, Deputy Director

Re: Performance Evaluation Form with Annual Bonus

In September 2024, an action was presented to the Board and was approved to revise the employee Performance Evaluation form to include a 3% annual bonus based on goals achieved during the review period. This bonus would be paid in a lump sum in addition to the standard 3% merit/cost of living increase that employees receive annually.

Although we would like to recognize employees' hard work in this manner, we acknowledge that this approach may not be sustainable in the long term. As such, staff requests the Board's approval to eliminate the bonus payouts and associated goals.

In addition to the financial impact on our budget, there are concerns regarding the practicality of managing three goals for all employees across the organization. For managers overseeing 40+ employees, tracking these goals may become time-consuming, and it may also be unfair to those who are unable to meet goals outside their regular responsibilities.

When the budget permits, staff would propose an annual appreciation payout of \$200 to all employees, with an estimated budget impact of approximately \$15,000. This has been done in the past, and we suggest continuing this practice where feasible.

Board Action

Staff requests Board approval for the removal of the additional annual lump sum bonus payout of up to 3% from the performance evaluation process.



Macatawa Transit Authority
Annual Performance Review Form

Team Member Name		Hire Date	
Job Title		Review Period	Annual
Department		Supervisor	
LAST REVIEW DATE		TODAY'S DATE	

Performance Strengths

PRODUCTIVITY (Knowledge and Competent)	Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)
Knowledge: Knowledge of job responsibilities, keeps aware of best practices	0
Competence: Competent in required skills, learns and applies new skills	0
Initiative: Volunteers, seeks responsibility, takes independent action	0
Planning & Organization: Prioritizes & plans tasks, efficient, integrates changes smoothly, organized, sets goals	0
Problem Solving: Identifies problems, analyzes information, develops new solutions, resolves problems quickly	0
Data Driven: Uses data to inform areas of inquiry and evidence to initiate change	0
Innovation: Brings creative solutions to advance transportation, seeks and welcomes new ideas, and thinks out of the box.	0
Total	0

Comments:

TEAMWORK (Communication and Trust)	Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)
Communication: Demonstrates good listening skills, expresses ideas clearly verbally and in writing, and tailors message for audience	0
Trust: Processes in such a way to maintain one's well-being; recognizes how trust affects human behavior	0
Cooperation: Tact, consideration, positive outlook, working cooperatively	0
Team Focus: Supports what is in the best interest of the team versus self	0
Interpersonal Relations: Effectively works with fellow team members, supervisor, and internal and external contacts; values multi-dimensional diversity in all relationships	0
Conflict Resolution: Resolves conflicts in a timely way to ensure strong professional relationships	0
Tireless Collaboration: Proactively engages others, cultivates diverse perspectives, and incorporates the best of all views	0
Social Justice: Works to relationships that build equity; promotes diversity and inclusion	0
Total	0

Comments:	
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SELF-AWARENESS (Integrity and Accountability)	Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)
Integrity: Displays transparency, consistency in action and words, and builds trust	0
Accountability: Shows consistency in quality and quantity of work and attention to detail. Takes ownership when makes mistakes or is unable to meet a deadline.	0
Attitude: Treats people with respect, patience, and compassion; focuses on strengths; and maintains awareness of own behavior and its impact on others	0
Judgment: Possesses sound judgment, makes well-reasoned decisions	0
Confidence: Seeks out feedback, has an accurate assessment of strengths and abilities	0
Commitment to Excellence: Committed to self-improvement, receptive to feedback, and monitors own progress	0
Total	0

Comments:	
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GOALS					
ACHIEVED GOALS SET IN PREVIOUS REVIEW?					
	No	50%	75%	100%	Waived (N/A)
Teamwork Goal #1				1	
Productivity Goal #2				1	
Self-Awareness Goal #3				1	

POINTS CALCULATION		
Productivity	Section Points Total	0
Teamwork	Section Points Total	0
Self-Awareness	Section Points Total	0
SECTION TOTAL	Overall Total of Sections	0
Goal Potential	Total Goal Percent Possible (# goals x 100%)	3
Goal Achievement %	Total Goal Percent Achieved	3
GOAL RESULTS TOTAL	Achievement Percent Divided by Total Percent Possible	1

WAGE CALCULATION

42 or less points and goal result total of 0- employee may not be a fit for the role

43 to 63 points and goal result total of 50% or less, employee should be placed on a development plan

	Wage Increase
Less than 52 points	1.00%
53 to 63 points	1.50%
64 to 73 points	2.00%
74 or more points	3.00%

Goal Result Total 50% or less	Additional Increase	0.50%
Goal Result Total 51% to 75%	Additional Increase	1.00%
Goal Result Total 76% to 95%	Additional Increase	1.50%
Goal Result Total 100%	Additional Increase	2.00%

TOTAL WAGE INCREASE +

Professional Development Goals

Performance Development Goal	Company Support Needed	Employee Action Steps	Timelines	Goals Achieved and Team Benefits Provided
Teamwork				
Productivity				
Self-Awareness				

Employee Acknowledgement



Revised March 24, 2025

Macatawa Transit Authority
Annual Performance Review Form

Team Member Name		Hire Date	
Job Title		Review Period	Annual
Department		Supervisor	
LAST REVIEW DATE		TODAY'S DATE	

Performance Strengths

PRODUCTIVITY (Knowledge and Competent) Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)

Knowledge: Knowledge of job responsibilities, keeps aware of best practices	4
Competence: Competent in required skills, learns and applies new skills	4
Initiative: Volunteers, seeks responsibility, takes independent action	4
Planning & Organization: Prioritizes & plans tasks, efficient, integrates changes smoothly, organized, sets goals	4
Problem Solving: Identifies problems, analyzes information, develops new solutions, resolves problems quickly	4
Data Driven: Uses data to inform areas of inquiry and evidence to initiate change	4
Innovation: Brings creative solutions to advance transportation, seeks and welcomes new ideas, and thinks out of the box.	4
Total	28

Comments:

TEAMWORK (Communication and Trust) Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)

Communication: Demonstrates good listening skills, expresses ideas clearly verbally and in writing, and tailors message for audience	4
Trust: Processes in such a way to maintain one's well-being; recognizes how trust affects human behavior	4
Cooperation: Tact, consideration, positive outlook, working cooperatively	4
Team Focus: Supports what is in the best interest of the team versus self	4
Interpersonal Relations: Effectively works with fellow team members, supervisor, and internal and external contacts; values multi-dimensional diversity in all relationships	4
Conflict Resolution: Resolves conflicts in a timely way to ensure strong professional relationships	4
Tireless Collaboration: Proactively engages others, cultivates diverse perspectives, and incorporates the best of all views	4
Social Justice: Works to relationships that build equity; promotes diversity and inclusion	4
Total	32

Comments:

SELF-AWARENESS (Integrity/Accountability)		Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)
Integrity: Displays transparency, consistency in action and words, and builds trust		4
Accountability: Shows consistency in quality and quantity of work and attention to detail. Takes ownership when makes mistakes or is unable to meet a deadline.		4
Attitude: Treats people with respect, patience, and compassion; focuses on strengths; and maintains awareness of own behavior and its impact on others		4
Judgment: Possesses sound judgment, makes well-reasoned decisions		4
Confidence: Seeks out feedback, has an accurate assessment of strengths and abilities		4
Commitment to Excellence: Committed to self-improvement, receptive to feedback, and monitors own progress		4
Total		24
Comments:		

Interpersonal Relations/Equal Employment Opportunity (EEO)		Never (0) Rarely (1) Sometimes (2) Mostly (3) Always (4)
Measures a supervisor’s development and maintenance of positive and constructive internal/external relationships, willingness to function as a team player, resolve conflicts, recognize needs and sensitivities of others, and treat others in a fair and equitable manner. Supervisors are also assessed on their demonstrated commitment to all aspects of the EEO Program, including proactive actions to prevent/address all forms of discrimination.		
Total		0
Comments:		

POINTS CALCULATION		
Productivity	Section Points Total	28
Teamwork	Section Points Total	32
Self-Awareness	Section Points Total	24
Interpersonal/EEO	Section Points Total	4
SECTION TOTAL	Overall Total of Sections	88

WAGE CALCULATION

42 or less points and goal result total of 0- employee may not be a fit for the role

43 to 63 points and goal result total of 50% or less, employee should be placed on a development plan

		Wage Increase
Less than 52 points		1.00%
53 to 63 points		1.50%
64 to 73 points		2.00%
74 or more points		3.00%
TOTAL WAGE INCREASE		3.00%
Goal #1		
Goal #2		

I have reviewed this document and discussed the contents with my supervisor. I acknowledge that I have been advised of my performance status, which does not necessarily imply that I agree with the evaluation.

Employee Signature/Date

Comments:

Reviewer Signature/Date

Comments:

MEMO

Board Action Item

Date: March 24, 2025

To: MAX Transit Authority Board

From: Beth Higgs, Deputy Director

Re: Revision 16 Procurement Policy Manual

During the MAX third party finance audit conducted by Rehmann for fiscal year 2024, it was discovered that multiple invoices for payment had not initially been properly approved or recorded as of year-end. As a result of the condition, accounting records were initially misstated by amounts material to the financial statements. That finding resulted in a deficiency of our process and a corrective action plan by the auditor was requested.

Auditor recommendation: We recommend that the procurement policies be reviewed by the Authority and that appropriate cash disbursement procedures are in place to ensure that all invoices are approved and recorded in the accounting system and processed timely.

In response to this deficiency, MAX staff revised the Procurement Policy Manual to include procedures listed on the attached document, and included on page 10 of the revised Procurement Policy Manual presented today. Upon submission of the corrective action plan, the audit was finalized and will be presented to the Board at the April meeting.

Action Request

MAX staff seeks Board approval for the revisions to the MAX Procurement Policy Manual in compliance with the fiscal year 2024 financial audit finding.

FUTURE PAYMENTS / PAYABLES

It is the responsibility of the organization to document and record all future payments for goods and services as described in a purchase order, agreement, or signed contract. The procedure for this process is as follows:

- The Executive Director or their designee will notify the Procurement Coordinator of any goods or services procured through a purchase order, contract, or agreement prior to the issuance of any payments.
- The Procurement Coordinator through the MAX finance software system, will create an accrual or liability entry through a purchase order generated by the MAX software system, that identifies future payment obligations to the vendor.
- The Procurement Coordinator will record future payments in the MDOT excel spreadsheet, as applicable based on the funding source, once an order is placed and the contract or agreement is signed.
- Quarterly, starting from the beginning of the new fiscal year, the Procurement Coordinator and Executive Director will conduct a comprehensive review of all obligations using an open purchase orders report generated by the MAX finance software system. This report will be cross-referenced with the MDOT excel spreadsheet (as applicable) to ensure the following:
 - Obligated payments are accurately recorded.
 - If goods or services were rendered and invoices paid, purchase orders are closed in MAX finance software system.
- Additionally, a final review of obligations will be completed by the Procurement Coordinator and Executive Director in August, prior to the close of the fiscal year, to ensure all payables are accurately recorded and any outstanding payments are identified.



PURCHASING POLICY & MANUAL

Issue Date:	February 8, 2007
Revised:	REV2—February 26, 2008
Revised:	REV3—January 27, 2014
Revised:	REV4—May 18, 2015
Revised:	REV5—March 24, 2017
Revised:	REV6—November 29, 2017
Revised:	REV7—February 28, 2018
Revised:	REV8—June 11, 2018
Revised:	REV9—October 12, 2018
Revised:	REV10—December 4, 2018
Revised:	REV11—February 25, 2019
Revised:	REV12—September 19, 2019
Revised:	REV13—May 24, 2021
Revised:	REV14—August 28, 2023
Revised:	REV15—July 31, 2024
Revised:	REV16—March 24, 2025

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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 4220.1G**, "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, who 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 4220.1G**, 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.

FUTURE PAYMENTS / PAYABLES

It is the responsibility of the organization to document and record all future payments for goods and services as described in a purchase order, agreement, or signed contract. The procedure for this process is as follows:

- The Executive Director or their designee will notify the Procurement Coordinator of any goods or services procured through a purchase order, contract, or agreement prior to the issuance of any payments.
- The Procurement Coordinator through the MAX finance software system, will create an accrual or liability entry through a purchase order generated by the MAX software system, that identifies future payment obligations to the vendor.
- The Procurement Coordinator will record future payments in the MDOT excel spreadsheet, as applicable based on the funding source, once an order is placed and the contract or agreement is signed.
- Quarterly, starting from the beginning of the new fiscal year, the Procurement Coordinator and Executive Director will conduct a comprehensive review of all obligations using an open purchase orders report generated by the MAX finance software system. This report will be cross-referenced with the MDOT excel spreadsheet (as applicable) to ensure the following:
 - Obligated payments are accurately recorded.
 - If goods or services were rendered and invoices paid, purchase orders are closed in MAX finance software system.

- Additionally, a final review of obligations will be completed by the Procurement Coordinator and Executive Director in August, prior to the close of the fiscal year, to ensure all payables are accurately recorded and any outstanding payments are identified.

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)

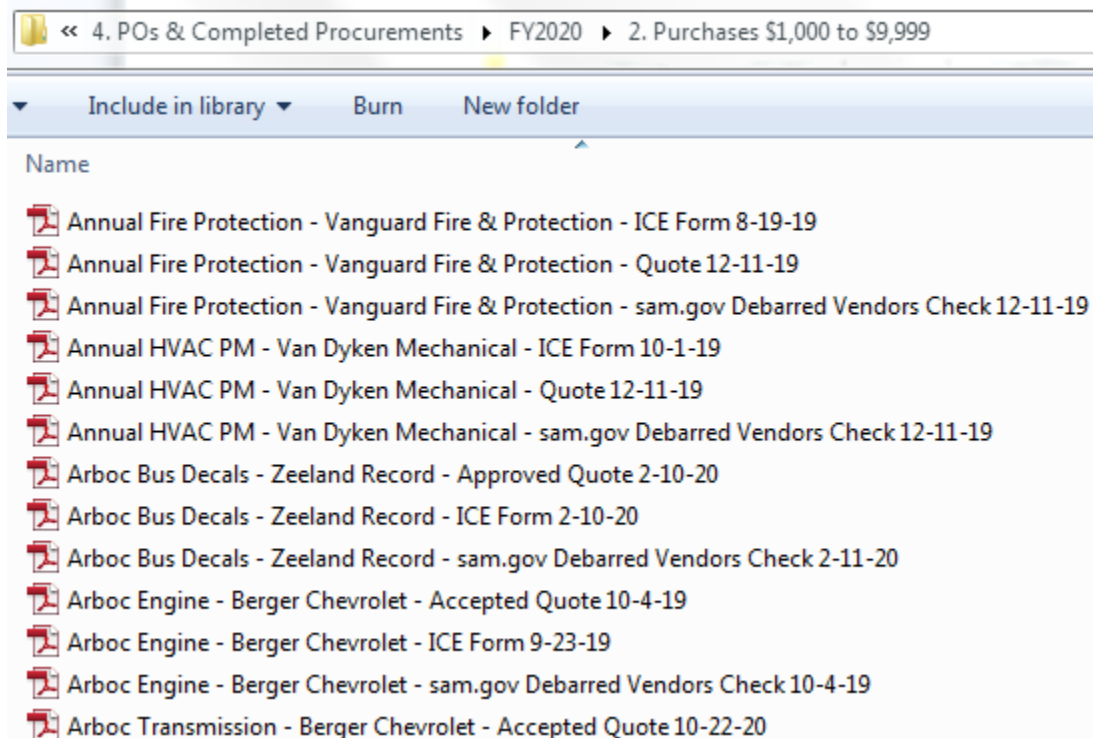
Micro-purchases defined by the FTA as those purchases under \$10,000 that may be made without obtaining competitive quotations if it is determined that the price to be paid is fair and reasonable (ICE Form). MAX prohibits splitting of procurements to avoid competition. Micro-purchases should be distributed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

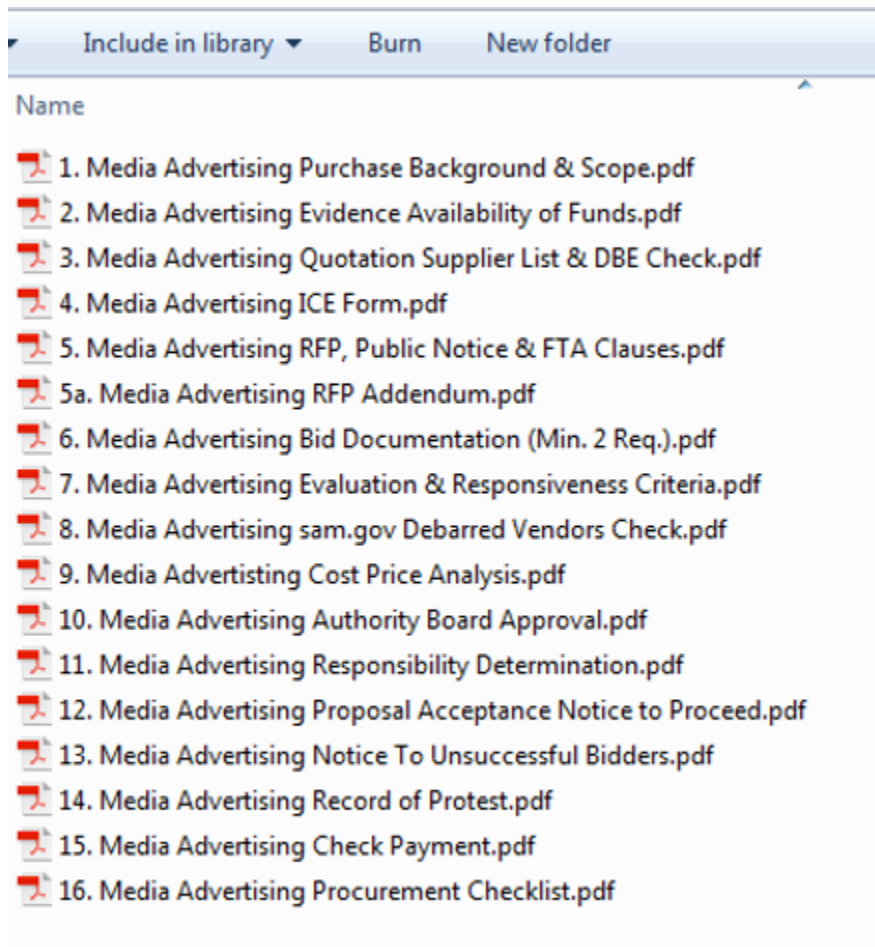
6. Buy America

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 protestor 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 4220.1G** Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov.



BIDDERS LIST INFORMATION FORM

A COPY OF THIS FORM IS REQUIRED FOR ALL BIDDERS, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS, AND SUBCONTRACTORS

PLEASE FILL OUT EACH SECTION OF THIS FORM COMPLETELY

PROJECT NAME PROPOSAL SUBMITTED FOR: _____ **DATE:** ___/___/___

Contractor Information

Company Name: _____

Company Address: _____

Company City: _____ Company State: _____ Company Zip Code: _____

Age of the Firm (*number of years doing business under current name and/or incorporation*): _____

Company Status:

Prime Contractor Subcontractor

Gender of Company's Majority Owner:

Male Female

Race of Company's Majority Owner:

- White/Non-Minority (NH)
 Black/African American (NH)
 Asian-Pacific American (NH)
 Subcontinent Asian American (NH)
 Native American/Alaska Native (NH)
 Mixed/Multi-Racial (NH)
 Some Other Race (NH)
 Hispanic/Latino American

(NH = Non-Hispanic) Note: The US Census treats Hispanic/Latino as an ethnic category. This chart excludes Latinos from the racial categories and assigns them to a separate category. Hispanics/Latinos can be of any race.

Annual Gross Receipts (*most recently completed/audited year*):

- <\$500,000
 \$500,000 - \$1 million
 \$1 million - \$3 million
 \$3 million - \$6 million
 \$6 million - \$10 million
 Above \$10 million

NAICS Code (*applicable to each scope of work proposed by the firm in its bid*): _____

(NAICS codes can be found at www.naics.com)

Is your company certified in the State of Michigan as a Disadvantaged Business Enterprise (DBE)?

Yes No



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. **Indicate S for Standard envelope, L for Legal envelope or B for package/box.</p>	<div style="display: flex; justify-content: space-between;"> PRINTED NAME AND TITLE DATE </div>
<p>I CERTIFY THAT I HAVE OPENED, READ ALOUD, AND RECORDED ON THIS ABSTRACT ALL OFFERS RECEIVED IN RESPONSE TO THE SOLICITATION.</p>	SIGNATURE OF PERSON OPENING SOLICITATIONS
	<div style="display: flex; justify-content: space-between;"> WITNESS NAME AND TITLE DATE </div>
	WITNESS SIGNATURE



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

MAX Authority Authorization

 Printed Name

 Title

 Signature of Authorized Representative

 Date

 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 & CERTIFICATIONS MATRIX

The following terms and conditions, including required certifications, reports and forms 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), therefore excluding mirco-purchases, except for Davis-Bacon requirements apply to contracts exceeding \$2,000.

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
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.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Veterans Preference				>\$150,000	
Contract Work Hours and Safety Standards Act		>\$250,000 (transportation services excepted).	>\$250,000	>\$250,000 (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				
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.
Seat Belt Use	All	All	All	All	All
Distracted Driving	All	All	All	All	All
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Prohibition on Certain Telecommunications Equipment	All	All	All	All	All

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron, manufactured products and construction materials exceeding \$150,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: - 10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards - Preaward and Post Delivery Reviews	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding \$100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		2 CFR § 200.318(b)
Record of Procurement History		2 CFR § 200.318(i)
Protest Procedures		2 CFR § 200.318(k)
Selection Procedures		2 CFR § 200.320 b.
Cost/Price Analysis		2 CFR § 200.324
Justification for Noncompetitive Awards	If Applicable.	2 CFR § 200.320 c.
No Excessive Bonding Requirements		2 CFR § 200.319(b) (2)
No Exclusionary Specifications		2 CFR § 200.319(d) (1)
No Geographic Preferences	Except for A&E Services	42 CFR § 200.319 c.

FEDERALLY REQUIRED CLAUSES

Third-Party Contract Provisions including applicability to contracts, flow down requirements, model clause language as required by the 2 CFR 200, Master Agreement 30 and Circular 4220.1G.

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 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.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 C.F.R. 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 \$100,000).

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 \$100,000 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.

Buy America -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 _____

Best Practices Procurement Manual – Appendix A.1 Page 4

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 _____

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
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 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.

3. 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.

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
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 leading 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.

5. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49
CFR Part 41

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.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their sub agreements 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. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands

and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING

49 U.S.C. 5323(c)

49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the

manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third-party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j). Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists
 - 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

10. LOBBYING

31 U.S.C. 1352 49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts."

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and

record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

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.

13. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall 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 his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to 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. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;

or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first-tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) 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 [ninety (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 [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) 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 security 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 on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a 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 penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 2. The (Recipient) may require additional performance bond protection when a 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 penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

14. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language. Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language Davis-Bacon and Copeland Anti-Kickback Acts**(1) Minimum wages –**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination;
- and

-
- (2) The classification is utilized in the area by the construction industry;
and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue

a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding –

The [insert name of grantee] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [insert name of grantee] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If

the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements –

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts –

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment –

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements –

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards –

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility –

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language Contract Work Hours and Safety Standards

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages -In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 the clause set forth in paragraph (1) of this section, 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 the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) 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 the clause set forth in paragraph (2) of this section.
- (4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of 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 paragraphs (1) through (4) of this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- (1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract)
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language. Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) 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.
- (2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) 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.

21. TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1G

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. 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 (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid 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 (Recipient) 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 (Recipient), 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.

- c. Opportunity to Cure (General Provision) The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient.

- g. 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 (Recipient) may terminate this contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient).

- h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure 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 provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient 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 Recipient 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 Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and

conclusive on the parties, but subject to appeal under the Disputes clauses.

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 the Recipient.

- i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the 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 Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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 Recipient.

- j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) 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 the (Recipient) 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 (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) 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 (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), 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 (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, 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) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment – This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. 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 {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, 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 49 CFR 29, Subpart C 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.

23. PRIVACY ACT

5 U.S.C. 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.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
 42 U.S.C. § 6102, 42 U.S.C. § 12112
 42 U.S.C. § 12132, 49 U.S.C. § 5332
 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction

activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.

(b) Age -In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 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.

(c) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of 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, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1G

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are 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.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (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.

Performance During Dispute - Unless otherwise directed by (Recipient), 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 his employees, agents or others for whose acts he 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 (Recipient) 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 (Recipient) 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 (Recipient), (Architect) 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.

26. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital

projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.
 - (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither the Purchaser nor 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.

(e) 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.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language: Transit Employee Protective Provisions.

- (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
- (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the

underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts,

evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises –

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __%. A separate contract goal [of __% DBE participation has] [has not] been established for this procurement.
- b. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, use the following} Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so. [Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)). {If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1G

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 4220.1G, 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.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, 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 Parts 653 and 654. 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 depends 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. Therefore, 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

Under 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 CFR 653 and 654. 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 only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, 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.

Under 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.

Option 1

The contractor agrees to:

- (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, 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 the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to

certify annually its compliance with Parts 653 and 654 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.

Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, 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 the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 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 CFR 653 and 654; 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).

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"> 1. Description of services 2. Qualifications of service providers 3. Estimates hours by position or tasks 4. Hourly rates or fees, salaries or commissions 5. Prevailing wage rate category applied 6. Direct Expenses 7. Completion Schedule 	<ol style="list-style-type: none"> 1. Current or past contracts for similar services. 2. Other transit agencies doing similar work.
Architects, Engineers, Designers	<ol style="list-style-type: none"> 1. The tasks you want done. 2. The types of people needed (i.e. engineers, admin. Assistant, other) 3. The positions: Project Manager, Deputy PM, Senior Engineer/Planner, other) 4. The estimated hours by position. 5. The salary/billing rates applied. 6. The profit/applied fee 7. Overhead rate % 8. Direct Expenses 9. Completion Schedule 	<ol style="list-style-type: none"> 1. Current or past contracts for similar services. 2. Other properties during similar work.
Goods/Equipment	<ol style="list-style-type: none"> 1. Product needed 2. Quantity 3. Unit Price 4. Delivery Schedule desired 5. Warranty 	<ol style="list-style-type: none"> 1. Vendor survey/Market Survey or informal quotes 2. Price lists 3. Current or past contracts for the same or similar product 4. Catalog or Internet prices
Construction	<ol style="list-style-type: none"> 1. Product Needed 2. Labor (at a minimum use Davis Bacon) 3. Materials 4. Bonds 5. Insurance 6. Mobilization 7. Equipment 8. Mark ups; fringes; overheads; profits 9. Completion Schedule 	<ol style="list-style-type: none"> 1. "Means Book" 2. "Blue Book" 3. Davis Bacon Wage Rates www.gpo.gov/davisbacon

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, https://www.sam.gov/ 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) (http://www.fta.dot.gov/civilrights/12891.html)	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 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. Dept. 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;
- Bidders List Information Form;
- 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 March 24, 2025 of the Procurement Policies and Procedures Manual at the Board meeting held on day 24 of March 2025.

Russell TeSlaa, Board Chairman – Macatawa Area Express

Macatawa Area Express Ridership by Government Unit

Fiscal Year	Fixed Route												Reserve-A-MAX												
	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-22	13,577	7,232	53	5,146	38	1,199	9	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	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	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	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	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	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	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	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	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	2,615	1,220	47	1,011	39	127	5	39	1	218	8	0	0
Aug-23	16,165	8,368	52	6,571	41	1,226	8	0	0	0	0	0	3,079	1,510	49	1,149	37	144	5	40	1	236	8	0	0
Sep-23	15,164	7,810	52	6,046	40	1,308	9	0	0	0	0	0	2,870	1,375	48	1,114	39	158	6	40	1	183	6	0	0
Total	169,663	88,445	52	67,478	40	13,740	8	0	0	0	0	0	36,326	17,007	47	14,384	40	1,944	5	366	1	2,550	7	75	0
Oct-23	16,417	8,680	53	6,472	39	1,265	8	0	0	0	0	0	3,306	1,505	46	1,305	39	182	6	41	1	273	8	0	0
Nov-23	15,320	8,244	54	5,972	39	1,104	7	0	0	0	0	0	3,335	1,430	43	1,282	38	210	6	45	1	275	8	93	3
Dec-23	14,480	7,812	54	5,730	40	938	6	0	0	0	0	0	3,088	1,398	45	1,232	40	182	6	40	1	236	8	0	0
Jan-24	15,066	8,435	56	5,587	37	1,044	7	0	0	0	0	0	3,517	1,650	47	1,377	39	198	6	39	1	253	7	0	0
Feb-24	16,760	9,349	56	6,204	37	1,207	7	0	0	0	0	0	3,524	1,608	46	1,373	39	206	6	41	1	296	8	0	0
Mar-24	16,770	9,450	56	6,151	37	1,169	7	0	0	0	0	0	3,754	1,713	46	1,474	39	199	5	42	1	326	9	0	0
Apr-24	17,290	9,673	56	6,541	38	1,076	6	0	0	0	0	0	3,957	1,841	47	1,537	39	208	5	52	1	319	8	0	0
May-24	18,258	8,736	48	6,540	36	1,077	6	0	0	0	0	1,905	4,148	1,983	48	1,521	37	261	6	60	1	323	8	0	0
Jun-24	15,415	8,529	55	6,035	39	851	6	0	0	0	0	0	3,783	1,834	48	1,402	37	237	6	52	1	258	7	0	0
Jul-24	17,148	9,119	53	7,053	41	976	6	0	0	0	0	0	3,832	1,855	48	1,395	36	229	6	50	1	303	8	0	0
Aug-24	17,507	9,054	52	7,438	42	1,015	6	0	0	0	0	0	3,933	1,903	48	1,440	37	250	6	46	1	294	7	0	0
Sep-24	16,844	8,504	50	6,836	41	1,049	6	0	0	0	0	455	3,938	1,814	46	1,594	40	219	6	34	1	277	7	0	0
Total	197,275	105,585	54	76,559	39	12,771	6	0	0	0	0	2,360	44,115	20,534	47	16,932	38	2,581	6	542	1	3,433	8	93	0
Oct-24	19,648	10,051	51	8,175	42	1,422	7	0	0	0	0	0	4,729	2,099	44	1,910	40	284	6	58	1	378	8	0	0
Nov-24	17,707	9,225	52	7,293	41	1,189	7	0	0	0	0	0	4,322	2,006	46	1,700	39	192	4	50	1	252	6	122	3
Dec-24	17,017	9,081	53	6,901	41	1,035	6	0	0	0	0	0	4,139	1,993	48	1,629	39	221	5	43	1	253	6	0	0
Jan-25	16,273	8,748	54	6,570	40	955	6	0	0	0	0	0	4,459	2,112	47	1,748	39	268	6	51	1	280	6	0	0
Feb-25	16,498	9,029	55	6,583	40	886	5	0	0	0	0	0	4,929	2,230	45	1,977	40	292	6	55	1	375	8	0	0
Mar-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Apr-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
May-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Jun-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Jul-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Aug-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Sep-25	0	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###	0	###
Total	87,143	46,134	53	35,522	41	5,487	6	0	0	0	0	0	22,578	10,440	46	8,964	40	1,257	6	257	1	1,538	7	122	1

Macatawa Area Express Ridership by Government Unit

Fiscal Year	Twilight Fixed Route					Night Owl										Total												
	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-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	###	308	86	28	156	51	64	21	2	1	19,552	9,964	51	7,876	40	1,434	7	42	0	236	1	0	0	
Sep-23	0	0	###	0	###	289	83	29	150	52	56	19	0	0	18,323	9,268	51	7,310	40	1,522	8	40	0	183	1	0	0	
Total	0	0	###	0	###	3,913	1,591	41	1,704	44	587	15	31	1	209,902	107,043	51	83,566	40	16,271	8	397	0	2,550	2	75	0	
Oct-23	0	0	###	0	###	320	98	31	154	48	68	21	0	0	20,043	10,283	51	7,931	40	1,515	8	41	0	273	1	0	0	
Nov-23	0	0	###	0	###	370	155	42	164	44	51	14	0	0	19,025	9,829	52	7,418	39	1,365	7	45	0	275	1	93	0	
Dec-23	0	0	###	0	###	365	131	36	185	51	49	13	0	0	17,933	9,341	52	7,147	40	1,169	7	40	0	236	1	0	0	
Jan-24	0	0	###	0	###	354	122	34	178	50	54	15	0	0	18,937	10,207	54	7,142	38	1,296	7	39	0	253	1	0	0	
Feb-24	0	0	###	0	###	367	142	39	162	44	63	17	0	0	20,651	11,099	54	7,739	37	1,476	7	41	0	296	1	0	0	
Mar-24	0	0	###	0	###	361	127	35	148	41	86	24	0	0	20,885	11,290	54	7,773	37	1,454	7	42	0	326	2	0	0	
Apr-24	0	0	###	0	###	378	111	29	160	42	107	28	0	0	21,625	11,625	54	8,238	38	1,391	6	52	0	319	1	0	0	
May-24	0	0	###	0	###	372	106	28	177	48	89	24	0	0	22,778	10,825	48	8,238	36	1,427	6	60	0	323	1	1,905	8	
Jun-24	0	0	###	0	###	391	100	26	188	48	103	26	0	0	19,589	10,463	53	7,625	39	1,191	6	52	0	258	1	0	0	
Jul-24	0	0	###	0	###	406	95	23	225	55	86	21	0	0	21,386	11,069	52	8,673	41	1,291	6	50	0	303	1	0	0	
Aug-24	0	0	###	0	###	422	117	28	207	49	98	23	0	0	21,862	11,074	51	9,085	42	1,363	6	46	0	294	1	0	0	
Sep-24	0	0	###	0	###	447	169	38	202	45	75	17	1	0	21,229	10,487	49	8,632	41	1,343	6	35	0	277	1	455	2	
Total	0	0	###	0	###	4,553	1,473	32	2,150	47	929	20	1	0	245,943	127,592	52	95,641	39	16,281	7	543	0	3,433	1	2,453	1	
Oct-24	0	0	###	0	###	588	231	39	259	44	97	16	1	0	24,965	12,381	50	10,344	41	1,803	7	59	0	378	2	0	0	
Nov-24	0	0	###	0	###	527	218	41	223	42	86	16	0	0	22,556	11,449	51	9,216	41	1,467	7	50	0	252	1	122	1	
Dec-24	0	0	###	0	###	476	202	42	191	40	83	17	0	0	21,632	11,276	52	8,721	40	1,339	6	43	0	253	1	0	0	
Jan-25	0	0	###	0	###	577	261	45	220	38	92	16	4	1	21,309	11,121	52	8,538	40	1,315	6	55	0	280	1	0	0	
Feb-25	0	0	###	0	###	659	285	43	260	39	94	14	20	3	22,086	11,544	52	8,820	40	1,272	6	75	0	375	2	0	0	
Mar-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Apr-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
May-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Jun-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Jul-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Aug-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Sep-25	0	0	###	0	###	0	0	###	0	###	0	###	0	###	0	0	###	0	###	0	###	0	###	0	###	0	###	###
Total	0	0	###	0	###	2,827	1,197	42	1,153	41	452	16	25	1	112,548	57,771	51	45,639	41	7,196	6	282	0	1,538	1	122	0	

**Historical Ridership
FY2000-FY2024
7,476,960**

**Historical Ridership Through
FY2025
7,589,508**

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		
	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.
ROUTE 1	2,602	2,383	9.2%	119.3	113.5	5.1%	54.0	0.0	#DIV/0!
ROUTE 2	2,411	2,276	5.9%	110.8	108.4	2.2%	48.8	0.0	#DIV/0!
ROUTE 3	1,512	1,862	-18.8%	75.6	88.7	-14.8%	0.0	0.0	#DIV/0!
ROUTE 4	1,817	1,761	3.2%	90.9	83.9	8.3%	0.0	0.0	#DIV/0!
ROUTE 5	2,263	2,246	0.8%	113.2	107.0	5.7%	0.0	0.0	#DIV/0!
ROUTE 6	3,447	3,511	-1.8%	161.6	167.2	-3.3%	53.8	0.0	#DIV/0!
ROUTE 7	1,513	1,451	4.3%	75.7	69.1	9.5%	0.0	0.0	#DIV/0!
ROUTE 8	933	1,270	-26.5%	46.7	60.5	-22.9%	0.0	0.0	#DIV/0!
AUXILIARY	0	0	#DIV/0!	-	-	-	-	-	-
REGULAR	10,958	10,245	7.0%	529.6	487.9	8.5%	91.8	0.0	#DIV/0!
YOUTH	1,341	1,367	-1.9%	62.1	65.1	-4.7%	25.0	0.0	#DIV/0!
SENIOR	1,870	2,035	-8.1%	89.3	96.9	-7.8%	20.8	0.0	#DIV/0!
ADA	2,329	3,113	-25.2%	112.7	148.2	-24.0%	19.0	0.0	#DIV/0!
TOTAL	16,498	16,760	-1.6%	793.6	798.1	-0.6%	156.5	0.0	#DIV/0!

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
FEB. '25	FEB. '24	% CHG.
9,028	9,350	-3.4%
6,583	6,204	6.1%
886	1,207	-26.6%
0	0	#DIV/0!
0	0	#DIV/0!

RESERVE-A-MAX	TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.
REGULAR	838	427	96.3%	39.4	19.8	98.7%	12.8	2.8	355.4%
YOUTH	125	0	#DIV/0!	6.3	0.0	#DIV/0!	0.0	0.0	#DIV/0!
SENIOR	721	246	193.1%	33.0	11.2	194.6%	15.3	2.5	510.0%
ADA	3,245	2,851	13.8%	152.0	131.0	16.0%	51.3	25.0	105.0%
TOTAL	4,929	3,524	39.9%	230.6	162.0	42.3%	79.3	30.3	161.6%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
FEB. '25	FEB. '24	% CHG.
2,230	1,608	38.7%
1,977	1,373	44.0%
292	206	41.7%
55	41	34.1%
375	296	26.7%
0	0	#DIV/0!

NIGHT OWL	TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.
REGULAR	286	117	144.4%	13.8	5.4	155.6%	2.5	1.0	150.0%
YOUTH	0	0	#DIV/0!	0.0	0.0	#DIV/0!	0.0	0.0	#DIV/0!
SENIOR	43	14	207.1%	1.5	0.5	190.0%	3.5	0.8	337.5%
ADA	330	236	39.8%	14.5	10.2	42.2%	10.0	5.2	92.3%
TOTAL	659	367	79.6%	29.8	16.1	84.8%	16.0	7.0	128.6%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.

TOTAL MONTHLY BOARDING		
FEB. '25	FEB. '24	% CHG.
285	142	100.7%
260	162	60.5%
94	63	49.2%
20	0	#DIV/0!
0	0	#DIV/0!

OVERALL RIDERSHIP	TOTAL MONTHLY BOARDING			AVG. WEEKDAY BOARDING			AVG. SATURDAY BOARDING		
	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.	FEB. '25	FEB. '24	% CHG.
REGULAR	12,082	10,789	12.0%	582.7	513.0	13.6%	107.0	3.8	2715.8%
YOUTH	1,466	1,367	7.2%	68.3	65.1	4.9%	25.0	0.0	#DIV/0!
SENIOR	2,634	2,295	14.8%	123.8	108.7	13.9%	39.5	3.3	1097.0%
ADA	5,904	6,200	-4.8%	279.2	289.5	-3.6%	80.3	30.2	165.7%
TOTAL	22,086	20,651	6.9%	1,053.9	976.3	8.0%	251.8	37.3	574.9%

CITY OF HOLLAND
HOLLAND TWP.
CITY OF ZEELAND
ZEELAND TWP.
PARK TWP.
AUXILIARY

TOTAL MONTHLY BOARDING		
FEB. '25	FEB. '24	% CHG.
11,543	11,100	4.0%
8,820	7,739	14.0%
1,272	1,476	-13.8%
75	41	82.9%
375	296	26.7%
0	0	#DIV/0!

FIXED ROUTE	ON-TIME PERCENTAGE		
	FEB. '25	FEB. '24	DIFF. (+/-)
FIXED ROUTE	94.7%	97.0%	-2.3%
RESERVE-A-MAX	93.5%	99.4%	-5.9%

WEEKDAYS	SERVICE DAYS	
	FEB. '25	FEB. '24
WEEKDAYS	20	21
SATURDAYS	4	4

FIXED ROUTE	DISTRIBUTION OF RIDERSHIP		
	FEB. '25	FEB. '24	DIFF. (+/-)
FIXED ROUTE	74.70%	81.16%	-6.46%
RESERVE-A-MAX	22.32%	17.06%	5.26%
TWILIGHT	0.00%	0.00%	0.00%
NIGHT OWL	2.98%	1.78%	1.20%
TBD	0.00%	0.00%	0.00%

Macatawa Area Express Transportation Authority

Meeting Date: March 24, 2025

Agenda Item:

Subject: Financial Reports for 02/28/2025–Unaudited

Prepared By: Julie Ziurinskas, City Finance

Recommendation: Accept Financial Reports as information

The Macatawa Area Express Transportation Authority started a new fiscal year (FY 2025) on October 1, 2024. Attached are Budget Performance Reports for the five months ended February 28, 2025 (41.67% of the year).

Revenues

Operating revenues currently total \$1,289,328.64, or 20.31% of budget. The lower than anticipated amount is primarily a timing difference as a large portion of revenues are not received until the end of the fiscal year. February operating revenues are mostly composed of operating assistance, Federal & State grant reimbursements, MTP insurance recovery, fare collection revenues, and property tax receipts. Zeeland City, Zeeland Township, and Park Township are billed quarterly for services rendered. Federal Operating grant revenues are received mid-late September.

Expenses

Operating expenses for the four months ended February 28, 2025, totaled \$2,383,347.14, or 40.27% of budget. The overall percentage of operating expenses appear to be tracking within budget, however, there are several accounts that are over-budget. This will most likely change as a result of the budget amendment process.

Some notes to consider while reviewing the current revenues and expenditures:

Revenues:

- Miscellaneous general revenue account 101-000.000-683.000 shows revenues of \$45,052.26. This balance is made up of unallocated bus fare revenues collected for fixed route and demand response. MAX staff is currently in the process of determining how these funds need to be allocated to the correct accounts due to software issues.
- Property tax account 101-596.537-402.000 shows \$(23,986.09) due to New Freedom revenue sharing allocation. The New Freedom grant is a 50% Federal/50% Local grant match and MAX uses Property Tax revenues as their match funding source. The property taxes are reallocated through a journal entry from the Regular Service account to the New Freedom property tax account each quarter.
- Recoveries Insurance account 101-596.537-682.200 shows revenues of \$41,568.24. MAX will retain a small portion of this amount (expected to be \$5,000 or less) due to required reimbursements to MDOT for recoveries over \$5,000 when grant funding is used to purchase the vehicle. MAX staff is working with MDOT to determine the required return.

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Macatawa Area Express Transportation Authority

- Sale of Fixed Assets account 101-596.537-693.000 shows \$(239.40) due to reimbursement to MDOT for equipment disposal proceeds exceeding \$5,000 on vehicles from 2022.

Expenses:

- Dental Insurance amounts are negative in the February activity column due to a correction of general ledger coding for the months October through February.

Grant Activity

- ✓ Federal Operating Grant Revenue: \$0 of \$2,047,000 budgeted has been received. MAX receives Federal Operating grant revenues toward the end of the fiscal year, generally in mid-late September.
- ✓ State Operating Grant Revenue (received at the beginning of each month) - \$864,805 of \$2,087,552 has been received.
- ✓ New Freedom Grant (grant request submitted after the end of each quarter) - \$35,625 of \$142,500 has been received.
- ✓ Mobility Management Federal and State Grants (grant request submitted after the end of each quarter) - \$21,809 of \$70,000 has been received.

Mid-Year Budget Amendment: MAX has historically targeted a mid-year budget after 6 months of activity (April/May timeframe). City Finance will provide assistance to the new Director as needed.



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdg Used	
Fund: 101 GENERAL FUND						
Account Category: Revenues						
Department: 000.000 GENERAL						
101-000.000-665.000	INVESTMENT INCOME	20,000.00	43,642.83	0.00	(23,642.83)	218.21
101-000.000-683.000	MISCELLANEOUS GENERAL	1,000.00	45,052.26	8,569.36	(44,052.26)	4,505.23
Total Dept 000.000 - GENERAL		21,000.00	88,695.09	8,569.36	(67,695.09)	422.36
Department: 596.537 ROUTINE TRANSIT OPERATIONS						
101-596.537-402.000	PROPERTY TAX	1,358,450.00	(23,986.09)	0.00	1,382,436.09	(1.77)
101-596.537-432.000	SERVICE CHARGE IN LIEU OF TAXES	3,500.00	0.00	0.00	3,500.00	0.00
101-596.537-437.000	PROPERTY TAXES IFT IFT LEVY - GENERA	25,000.00	0.00	0.00	25,000.00	0.00
101-596.537-445.000	INTEREST & PENALTIES (TAXES)	1,500.00	707.16	114.63	792.84	47.14
101-596.537-502.000	FEDERAL OPERATING (CURRENT YEAR)	2,047,000.00	0.00	0.00	2,047,000.00	0.00
101-596.537-502.400	FEDERAL MOBILITY MANAGEMENT	56,000.00	17,447.42	17,447.42	38,552.58	31.16
101-596.537-502.600	FEDERAL NEW FREEDOM	142,500.00	35,625.00	35,625.00	106,875.00	25.00
101-596.537-502.800	FEDERAL CAPITAL OUTLAY	0.00	86,443.00	0.00	(86,443.00)	100.00
101-596.537-539.000	STATE OPERATING (CURRENT YEAR)	2,087,552.00	864,805.00	172,961.00	1,222,747.00	41.43
101-596.537-539.400	STATE MOBILITY MANAGEMENT	14,000.00	4,361.86	4,361.86	9,638.14	31.16
101-596.537-539.800	STATE CAPITAL OUTLAY	0.00	11,217.75	11,217.75	(11,217.75)	100.00
101-596.537-573.000	STATE-REIM LOCAL PPT TAX LOSS	88,878.00	0.00	0.00	88,878.00	0.00
101-596.537-581.100	CHARGES FOR SERVICES RENDERED ZEELAN	62,900.00	16,538.46	0.00	46,361.54	26.29
101-596.537-581.200	CHARGES FOR SERVICES RENDERED PARK T	139,500.00	68,418.25	0.00	71,081.75	49.05
101-596.537-581.900	CHARGES FOR SERVICES RENDERED ZEELAN	8,100.00	0.00	0.00	8,100.00	0.00
101-596.537-642.315	CONCESSIONS & COMMISSIONS BUS SIGNAG	25,000.00	17,506.00	0.00	7,494.00	70.02
101-596.537-651.100	USE & ADMISSIONS FEES FARES-FIXED RO	58,000.00	4,026.55	471.85	53,973.45	6.94
101-596.537-651.101	USE & ADMISSIONS FEES FARES-REDUCED	32,000.00	0.00	0.00	32,000.00	0.00
101-596.537-651.102	USE & ADMISSIONS FEES FARES-REDUCED	2,500.00	397.50	49.50	2,102.50	15.90
101-596.537-651.104	USE & ADMISSIONS FEES FARES-ADULT MO	36,000.00	15,554.20	3,159.50	20,445.80	43.21
101-596.537-651.105	USE & ADMISSIONS FEES FARES-DAILY PA	3,000.00	1,803.90	147.90	1,196.10	60.13
101-596.537-651.106	USE & ADMISSIONS FEES FARES-TICKETS	2,000.00	200.00	0.00	1,800.00	10.00
101-596.537-651.108	USE & ADMISSIONS FEES FARES-ADULT WE	2,500.00	345.00	120.00	2,155.00	13.80
101-596.537-651.109	USE & ADMISSIONS FEES FARES-STUDENT	7,000.00	3,691.50	345.00	3,308.50	52.74
101-596.537-651.200	USE & ADMISSIONS FEES FARES-DEMAND/R	50,000.00	1,463.30	1,694.50	48,536.70	2.93
101-596.537-651.203	USE & ADMISSIONS FEES FARES-PUNCH PA	1,000.00	950.00	0.00	50.00	95.00
101-596.537-651.204	USE & ADMISSIONS FEES FARES-REDUCED	16,000.00	31,781.00	6,590.00	(15,781.00)	198.63
101-596.537-682.100	REIMBURSEMENTS MICHIGAN TRANSIT POOL	45,000.00	0.00	0.00	45,000.00	0.00
101-596.537-682.200	RECOVERIES INSURANCE	1,000.00	41,568.24	41,568.24	(40,568.24)	4,156.82
101-596.537-683.000	MISCELLANEOUS GENERAL	100.00	0.00	0.00	100.00	0.00
101-596.537-683.200	MISCELLANEOUS LOST ELIGIBLE PASS	100.00	5.00	0.00	95.00	5.00
101-596.537-689.000	CASH SHORT/OVER	0.00	2.95	0.00	(2.95)	100.00
101-596.537-693.000	SALE OF FIXED ASSETS	10,000.00	(239.40)	0.00	10,239.40	(2.39)
Total Dept 596.537 - ROUTINE TRANSIT OPERATIONS		6,326,080.00	1,200,633.55	295,874.15	5,125,446.45	18.98
Revenues		6,347,080.00	1,289,328.64	304,443.51	5,057,751.36	20.31
Account Category: Expenditures						
Department: 596.171 MANAGEMENT & ADMINISTRATION						
101-596.171-701.000	PAYROLL-REGULAR GENERAL	309,123.00	98,761.73	22,860.76	210,361.27	31.95
101-596.171-703.200	SAFETY INCENTIVE	850.00	88.15	0.00	761.85	10.37
101-596.171-710.000	PAYROLL - PAID TIME OFF	23,000.00	15,295.78	1,881.60	7,704.22	66.50
101-596.171-712.000	PAYROLL - HOLIDAYS	7,500.00	3,741.97	0.00	3,758.03	49.89
101-596.171-714.000	PAYROLL - BEREAVEMENT	2,200.00	0.00	0.00	2,200.00	0.00



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bgdt Used	
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 596.171 MANAGEMENT & ADMINISTRATION						
101-596.171-720.005	INSURANCE HEALTH	38,000.00	20,935.20	8,087.59	17,064.80	55.09
101-596.171-720.010	INSURANCE DENTAL	4,100.00	468.20	(1,549.36)	3,631.80	11.42
101-596.171-720.020	INSURANCE VISION	632.00	318.92	125.26	313.08	50.46
101-596.171-720.025	INSURANCE - LIFE & AD&D	321.00	860.27	791.79	(539.27)	268.00
101-596.171-720.030	INSURANCE - INCOME PROTECTION	2,500.00	1,090.13	305.00	1,409.87	43.61
101-596.171-721.005	RETIREMENT CONTRIBUTION	26,000.00	5,590.06	1,291.81	20,409.94	21.50
101-596.171-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	25,000.00	9,611.53	1,809.17	15,388.47	38.45
101-596.171-723.500	WORKERS COMP INSURANCE	4,800.00	5,208.29	677.76	(408.29)	108.51
101-596.171-724.900	COMPENSATED ABSENCES ADJUSTMENT	318.00	0.00	0.00	318.00	0.00
101-596.171-730.000	POSTAGE	1,500.00	1,235.73	307.74	264.27	82.38
101-596.171-740.000	OPERATING SUPPLIES GENERAL	12,000.00	3,519.20	805.51	8,480.80	29.33
101-596.171-740.100	OPERATING SUPPLIES EQUIPMENT IT	8,000.00	1,779.80	830.33	6,220.20	22.25
101-596.171-801.000	CONTRACTUAL-LEGAL	5,000.00	975.88	126.00	4,024.12	19.52
101-596.171-802.005	CONTRACTUAL-FINANCE/PROPERTY INDEPEN	11,000.00	9,919.14	0.00	1,080.86	90.17
101-596.171-802.100	CONTRACTUAL-FINANCE/PROPERTY ACCOUNT	109,000.00	47,628.11	19,503.82	61,371.89	43.70
101-596.171-802.200	CONTRACTUAL-FINANCE/PROPERTY FINANCE	25,167.00	0.00	0.00	25,167.00	0.00
101-596.171-802.250	CONTRACTUAL-FINANCE/PROPERTY FINANCI	10,500.00	3,296.95	1,327.51	7,203.05	31.40
101-596.171-803.005	CONTRACTUAL-HUMAN RESOURCES EMPLOYEE	1,200.00	0.00	0.00	1,200.00	0.00
101-596.171-803.100	CONTRACTUAL-HUMAN RESOURCES FLEX BEN	2,500.00	947.83	397.28	1,552.17	37.91
101-596.171-808.002	CONTRACTUAL-BUILDINGS & GROUNDS GREE	0.00	12,686.75	12,334.42	(12,686.75)	100.00
101-596.171-809.605	CONTRACTUAL-MISCELLANEOUS SERVICES	50,000.00	12,383.34	3,406.00	37,616.66	24.77
101-596.171-850.000	COMMUNICATIONS TELEPHONE	9,000.00	3,529.11	1,352.29	5,470.89	39.21
101-596.171-851.000	COMMUNICATIONS CELLULAR	14,000.00	7,963.63	1,639.95	6,036.37	56.88
101-596.171-900.000	PHOTOCOPIES	1,500.00	0.00	0.00	1,500.00	0.00
101-596.171-901.000	CONTRACTUAL-PROMOTIONS/PRINTING PRIN	6,000.00	332.98	332.98	5,667.02	5.55
101-596.171-902.000	CONTRACTUAL-PROMOTIONS/PRINTING PUBL	12,000.00	776.73	406.17	11,223.27	6.47
101-596.171-903.000	CONTRACTUAL-PROMOTIONS/PRINTING ADVE	34,586.00	4,214.38	718.22	30,371.62	12.19
101-596.171-920.050	PUBLIC UTILITIES DEPOT	28,600.00	13,500.78	3,521.67	15,099.22	47.21
101-596.171-920.051	PUBLIC UTILITIES GREENWAY	31,391.00	10,242.34	4,373.21	21,148.66	32.63
101-596.171-920.052	PUBLIC UTILITIES STORAGE FACILITY	1,000.00	1,450.57	1,430.63	(450.57)	145.06
101-596.171-955.000	MISCELLANEOUS GENERAL	1,000.00	(0.34)	0.00	1,000.34	(0.03)
101-596.171-955.010	MISCELLANEOUS INTERNET TICKET SALES	3,500.00	2,475.78	501.59	1,024.22	70.74
101-596.171-955.800	EMPLOYEE EVENTS	12,000.00	5,338.14	1,714.74	6,661.86	44.48
101-596.171-960.000	EDUCATION & TRAINING	8,500.00	1,615.00	1,615.00	6,885.00	19.00
101-596.171-961.000	TRAVEL, CONF, SEMINARS	10,000.00	3,942.81	3,002.44	6,057.19	39.43
101-596.171-964.001	REFUNDS PROPERTY TAX PRIOR YEARS	0.00	152.50	0.00	(152.50)	100.00
101-596.171-965.000	DUES & SUBSCRIPTIONS	15,000.00	12,499.65	6,656.99	2,500.35	83.33
Total Dept 596.171 - MANAGEMENT & ADMINISTRATION		868,288.00	324,377.02	102,585.87	543,910.98	37.36
Department: 596.266 CUSTOMER SERVICE & MARKETING						
101-596.266-701.000	PAYROLL-REGULAR GENERAL	303,780.00	141,534.59	31,505.75	162,245.41	46.59
101-596.266-702.000	PAYROLL-TEMPORARY HELP GENERAL	34,000.00	8,800.42	1,506.78	25,199.58	25.88
101-596.266-703.200	SAFETY INCENTIVE	2,900.00	602.62	0.00	2,297.38	20.78
101-596.266-703.300	SHIFT PREMIUM	1,000.00	393.14	76.80	606.86	39.31
101-596.266-705.000	PAYROLL - OVERTIME GENERAL	2,000.00	208.86	35.24	1,791.14	10.44
101-596.266-710.000	PAYROLL - PAID TIME OFF	23,200.00	10,041.19	409.13	13,158.81	43.28
101-596.266-712.000	PAYROLL - HOLIDAYS	7,500.00	4,403.41	0.00	3,096.59	58.71
101-596.266-714.000	PAYROLL - BEREAVEMENT	500.00	0.00	0.00	500.00	0.00



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdg Used	
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 596.266 CUSTOMER SERVICE & MARKETING						
101-596.266-720.005	INSURANCE HEALTH	132,000.00	55,688.19	11,007.68	76,311.81	42.19
101-596.266-720.010	INSURANCE DENTAL	12,000.00	1,413.51	(2,162.54)	10,586.49	11.78
101-596.266-720.020	INSURANCE VISION	2,200.00	720.77	135.54	1,479.23	32.76
101-596.266-720.025	INSURANCE - LIFE & AD&D	600.00	151.19	41.22	448.81	25.20
101-596.266-720.030	INSURANCE - INCOME PROTECTION	4,000.00	1,140.66	311.02	2,859.34	28.52
101-596.266-721.005	RETIREMENT CONTRIBUTION	25,000.00	10,606.31	2,538.35	14,393.69	42.43
101-596.266-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	27,000.00	11,996.87	2,424.25	15,003.13	44.43
101-596.266-723.500	WORKERS COMP INSURANCE	9,500.00	6,841.62	1,016.63	2,658.38	72.02
Total Dept 596.266 - CUSTOMER SERVICE & MARKETING		587,180.00	254,543.35	48,845.85	332,636.65	43.35
Department: 596.537 ROUTINE TRANSIT OPERATIONS						
101-596.537-701.100	PAYROLL-REGULAR DRIVERS	1,411,011.00	492,299.04	99,699.30	918,711.96	34.89
101-596.537-701.200	PAYROLL-REGULAR OTHER OPERATIONS	340,000.00	132,320.65	27,094.95	207,679.35	38.92
101-596.537-701.300	PAYROLL-REGULAR DISPATCH	87,000.00	33,322.89	6,179.47	53,677.11	38.30
101-596.537-702.100	PAYROLL-TEMPORARY HELP DRIVERS	127,200.00	43,030.98	6,667.19	84,169.02	33.83
101-596.537-702.200	PAYROLL-TEMPORARY HELP OTHER OPERATI	2,500.00	0.00	0.00	2,500.00	0.00
101-596.537-703.100	SPECIAL PAY - ONE TIME	0.00	4,293.11	3,368.36	(4,293.11)	100.00
101-596.537-703.200	SAFETY INCENTIVE	13,000.00	2,720.24	0.00	10,279.76	20.92
101-596.537-703.300	SHIFT PREMIUM	28,550.00	12,598.30	2,693.40	15,951.70	44.13
101-596.537-705.100	PAYROLL - OVERTIME DRIVERS	50,000.00	60,359.20	15,084.19	(10,359.20)	120.72
101-596.537-705.200	PAYROLL - OVERTIME OTHER OPERATIONS	0.00	11,374.08	2,672.96	(11,374.08)	100.00
101-596.537-705.300	PAYROLL - OVERTIME DISPATCH	0.00	2,184.12	710.57	(2,184.12)	100.00
101-596.537-710.000	PAYROLL - PAID TIME OFF	110,000.00	59,401.12	8,343.51	50,598.88	54.00
101-596.537-712.000	PAYROLL - HOLIDAYS	40,000.00	21,350.93	0.00	18,649.07	53.38
101-596.537-714.000	PAYROLL - BEREAVEMENT	0.00	1,946.03	334.72	(1,946.03)	100.00
101-596.537-720.005	INSURANCE HEALTH	500,000.00	230,633.43	43,171.66	269,366.57	46.13
101-596.537-720.010	INSURANCE DENTAL	43,000.00	6,071.57	(8,917.45)	36,928.43	14.12
101-596.537-720.020	INSURANCE VISION	7,500.00	2,966.32	546.14	4,533.68	39.55
101-596.537-720.025	INSURANCE - LIFE & AD&D	3,000.00	666.14	164.88	2,333.86	22.20
101-596.537-720.030	INSURANCE - INCOME PROTECTION	27,000.00	7,002.30	1,770.37	19,997.70	25.93
101-596.537-721.005	RETIREMENT CONTRIBUTION	161,100.00	56,912.21	12,867.60	104,187.79	35.33
101-596.537-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	157,052.00	62,761.32	12,489.00	94,290.68	39.96
101-596.537-723.200	UNEMPLOYMENT COMP INSURANCE	7,000.00	0.00	0.00	7,000.00	0.00
101-596.537-723.500	WORKERS COMP INSURANCE	46,000.00	37,361.24	5,647.95	8,638.76	81.22
101-596.537-743.100	ANTI-FREEZE & OIL	3,500.00	1,181.71	0.00	2,318.29	33.76
101-596.537-745.300	CLOTHING UNIFORMS	15,350.00	360.36	126.00	14,989.64	2.35
101-596.537-748.000	GASOLINE GENERAL	270,772.00	81,838.33	20,863.35	188,933.67	30.22
101-596.537-803.015	CONTRACTUAL-HUMAN RESOURCES DRUG/ALC	12,000.00	4,335.52	1,147.00	7,664.48	36.13
101-596.537-939.300	VEHICLE MAINTENANCE TIRES	18,000.00	5,392.69	0.00	12,607.31	29.96
101-596.537-940.000	BUILDING RENTAL/LEASE GENERAL	15,386.00	2,256.85	0.00	13,129.15	14.67
101-596.537-940.100	BUILDING RENTAL/LEASE CITY DEPOT LEA	157,368.00	6,594.00	6,594.00	150,774.00	4.19
101-596.537-961.000	TRAVEL, CONF, SEMINARS	7,000.00	175.00	175.00	6,825.00	2.50
101-596.537-962.000	COMMERCIAL INSURANCE PREMIUMS GENERA	97,500.00	67,260.40	2,879.00	30,239.60	68.99
101-596.537-962.100	COMMERCIAL INSURANCE PREMIUMS DEPOT	10,000.00	0.00	0.00	10,000.00	0.00
101-596.537-964.100	REFUNDS OPERATING ASSISTANCE PY	100.00	0.00	0.00	100.00	0.00
Total Dept 596.537 - ROUTINE TRANSIT OPERATIONS		3,767,889.00	1,450,970.08	272,373.12	2,316,918.92	38.51
Department: 596.591 TRANSIT MAINTENANCE						
101-596.591-701.000	PAYROLL-REGULAR GENERAL	125,886.00	55,215.39	11,600.87	70,670.61	43.86



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used	
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 596.591 TRANSIT MAINTENANCE						
101-596.591-702.000	PAYROLL-TEMPORARY HELP GENERAL	48,000.00	27,152.14	4,859.92	20,847.86	56.57
101-596.591-703.200	SAFETY INCENTIVE	1,500.00	395.38	0.00	1,104.62	26.36
101-596.591-703.300	SHIFT PREMIUM	5,100.00	2,286.87	448.20	2,813.13	44.84
101-596.591-705.000	PAYROLL - OVERTIME GENERAL	0.00	11,017.89	3,266.63	(11,017.89)	100.00
101-596.591-710.000	PAYROLL - PAID TIME OFF	12,000.00	5,654.75	843.00	6,345.25	47.12
101-596.591-712.000	PAYROLL - HOLIDAYS	3,500.00	1,792.51	0.00	1,707.49	51.21
101-596.591-720.005	INSURANCE HEALTH	50,000.00	25,763.18	5,051.82	24,236.82	51.53
101-596.591-720.010	INSURANCE DENTAL	5,500.00	710.22	(940.52)	4,789.78	12.91
101-596.591-720.020	INSURANCE VISION	1,200.00	332.23	62.38	867.77	27.69
101-596.591-720.025	INSURANCE - LIFE & AD&D	300.00	53.37	13.74	246.63	17.79
101-596.591-720.030	INSURANCE - INCOME PROTECTION	1,800.00	448.79	115.55	1,351.21	24.93
101-596.591-721.005	RETIREMENT CONTRIBUTION	15,000.00	5,056.53	1,251.73	9,943.47	33.71
101-596.591-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	16,810.00	7,572.26	1,536.33	9,237.74	45.05
101-596.591-723.500	WORKERS COMP INSURANCE	6,500.00	5,208.35	677.76	1,291.65	80.13
101-596.591-740.000	OPERATING SUPPLIES CLEANING MATERIAL	20,000.00	4,740.63	1,247.11	15,259.37	23.70
101-596.591-740.410	OPERATING SUPPLIES REPAIR PARTS	1,000.00	0.00	0.00	1,000.00	0.00
101-596.591-808.001	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	2,000.00	750.70	93.92	1,249.30	37.54
101-596.591-808.002	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	3,500.00	530.29	0.00	2,969.71	15.15
101-596.591-808.003	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	22,000.00	28,475.25	13,507.05	(6,475.25)	129.43
101-596.591-931.000	BUILDING & GROUNDS MAINTENANCE DEPOT	16,000.00	2,155.38	1,291.28	13,844.62	13.47
101-596.591-931.100	BUILDING & GROUNDS MAINTENANCE GREEN	25,000.00	6,873.27	1,604.51	18,126.73	27.49
101-596.591-932.000	MECHANICAL MAINTENANCE DEPOT	500.00	0.00	0.00	500.00	0.00
101-596.591-933.000	EQUIPMENT MAINTENANCE RADIO MAINTENA	500.00	0.00	0.00	500.00	0.00
101-596.591-933.100	EQUIPMENT MAINTENANCE OFFICE EQUIPME	7,000.00	2,597.00	774.90	4,403.00	37.10
101-596.591-939.005	VEHICLE MAINTENANCE MECHANICAL	280,636.00	158,240.89	34,306.45	122,395.11	56.39
101-596.591-939.015	VEHICLE MAINTENANCE BODYWORK	20,000.00	433.42	219.90	19,566.58	2.17
101-596.591-939.020	VEHICLE MAINTENANCE GRAPHICS	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 596.591 - TRANSIT MAINTENANCE		695,232.00	353,456.69	81,832.53	341,775.31	50.84
Expenditures		5,918,589.00	2,383,347.14	505,637.37	3,535,241.86	40.27
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		6,347,080.00	1,289,328.64	304,443.51	5,057,751.36	20.31
TOTAL EXPENDITURES		5,918,589.00	2,383,347.14	505,637.37	3,535,241.86	40.27
NET OF REVENUES & EXPENDITURES:		428,491.00	(1,094,018.50)	(201,193.86)	1,522,509.50	



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used	
Fund: 101 GENERAL FUND						
Account Category: Revenues						
Department: 000.000 GENERAL						
101-000.000-665.000	INVESTMENT INCOME	20,000.00	43,642.83	0.00	(23,642.83)	218.21
101-000.000-683.000	MISCELLANEOUS GENERAL	1,000.00	45,052.26	8,569.36	(44,052.26)	4,505.23
Total Dept 000.000 - GENERAL		21,000.00	88,695.09	8,569.36	(67,695.09)	422.36
Department: 596.537 ROUTINE TRANSIT OPERATIONS						
101-596.537-402.000	PROPERTY TAX	1,358,450.00	(23,986.09)	0.00	1,382,436.09	(1.77)
101-596.537-432.000	SERVICE CHARGE IN LIEU OF TAXES	3,500.00	0.00	0.00	3,500.00	0.00
101-596.537-437.000	PROPERTY TAXES IFT IFT LEVY - GENERA	25,000.00	0.00	0.00	25,000.00	0.00
101-596.537-445.000	INTEREST & PENALTIES (TAXES)	1,500.00	707.16	114.63	792.84	47.14
101-596.537-502.000	FEDERAL OPERATING (CURRENT YEAR)	2,047,000.00	0.00	0.00	2,047,000.00	0.00
101-596.537-502.400	FEDERAL MOBILITY MANAGEMENT	56,000.00	17,447.42	17,447.42	38,552.58	31.16
101-596.537-502.600	FEDERAL NEW FREEDOM	142,500.00	35,625.00	35,625.00	106,875.00	25.00
101-596.537-502.800	FEDERAL CAPITAL OUTLAY	0.00	86,443.00	0.00	(86,443.00)	100.00
101-596.537-539.000	STATE OPERATING (CURRENT YEAR)	2,087,552.00	864,805.00	172,961.00	1,222,747.00	41.43
101-596.537-539.400	STATE MOBILITY MANAGEMENT	14,000.00	4,361.86	4,361.86	9,638.14	31.16
101-596.537-539.800	STATE CAPITAL OUTLAY	0.00	11,217.75	11,217.75	(11,217.75)	100.00
101-596.537-573.000	STATE-REIM LOCAL PPT TAX LOSS	88,878.00	0.00	0.00	88,878.00	0.00
101-596.537-581.100	CHARGES FOR SERVICES RENDERED ZEELAN	62,900.00	16,538.46	0.00	46,361.54	26.29
101-596.537-581.200	CHARGES FOR SERVICES RENDERED PARK T	139,500.00	68,418.25	0.00	71,081.75	49.05
101-596.537-581.900	CHARGES FOR SERVICES RENDERED ZEELAN	8,100.00	0.00	0.00	8,100.00	0.00
101-596.537-642.315	CONCESSIONS & COMMISSIONS BUS SIGNAG	25,000.00	17,506.00	0.00	7,494.00	70.02
101-596.537-651.100	USE & ADMISSIONS FEES FARES-FIXED RO	58,000.00	4,026.55	471.85	53,973.45	6.94
101-596.537-651.101	USE & ADMISSIONS FEES FARES-REDUCED	32,000.00	0.00	0.00	32,000.00	0.00
101-596.537-651.102	USE & ADMISSIONS FEES FARES-REDUCED	2,500.00	397.50	49.50	2,102.50	15.90
101-596.537-651.104	USE & ADMISSIONS FEES FARES-ADULT MO	36,000.00	15,554.20	3,159.50	20,445.80	43.21
101-596.537-651.105	USE & ADMISSIONS FEES FARES-DAILY PA	3,000.00	1,803.90	147.90	1,196.10	60.13
101-596.537-651.106	USE & ADMISSIONS FEES FARES-TICKETS	2,000.00	200.00	0.00	1,800.00	10.00
101-596.537-651.108	USE & ADMISSIONS FEES FARES-ADULT WE	2,500.00	345.00	120.00	2,155.00	13.80
101-596.537-651.109	USE & ADMISSIONS FEES FARES-STUDENT	7,000.00	3,691.50	345.00	3,308.50	52.74
101-596.537-651.200	USE & ADMISSIONS FEES FARES-DEMAND/R	50,000.00	1,463.30	1,694.50	48,536.70	2.93
101-596.537-651.203	USE & ADMISSIONS FEES FARES-PUNCH PA	1,000.00	950.00	0.00	50.00	95.00
101-596.537-651.204	USE & ADMISSIONS FEES FARES-REDUCED	16,000.00	31,781.00	6,590.00	(15,781.00)	198.63
101-596.537-682.100	REIMBURSEMENTS MICHIGAN TRANSIT POOL	45,000.00	0.00	0.00	45,000.00	0.00
101-596.537-682.200	RECOVERIES INSURANCE	1,000.00	41,568.24	41,568.24	(40,568.24)	4,156.82
101-596.537-683.000	MISCELLANEOUS GENERAL	100.00	0.00	0.00	100.00	0.00
101-596.537-683.200	MISCELLANEOUS LOST ELIGIBLE PASS	100.00	5.00	0.00	95.00	5.00
101-596.537-689.000	CASH SHORT/OVER	0.00	2.95	0.00	(2.95)	100.00
101-596.537-693.000	SALE OF FIXED ASSETS	10,000.00	(239.40)	0.00	10,239.40	(2.39)
Total Dept 596.537 - ROUTINE TRANSIT OPERATIONS		6,326,080.00	1,200,633.55	295,874.15	5,125,446.45	18.98
Revenues		6,347,080.00	1,289,328.64	304,443.51	5,057,751.36	20.31
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		6,347,080.00	1,289,328.64	304,443.51	5,057,751.36	20.31



24-25
Amended
Budget

YTD Balance
02/28/2025

Activity For
02/28/2025

Available
Balance
02/28/2025

% Bgdt
Used

Fund: 101 GENERAL FUND

Account Category: Expenditures

Department: 596.171 MANAGEMENT & ADMINISTRATION

101-596.171-701.000	PAYROLL-REGULAR GENERAL	309,123.00	98,761.73	22,860.76	210,361.27	31.95
101-596.171-703.200	SAFETY INCENTIVE	850.00	88.15	0.00	761.85	10.37
101-596.171-710.000	PAYROLL - PAID TIME OFF	23,000.00	15,295.78	1,881.60	7,704.22	66.50
101-596.171-712.000	PAYROLL - HOLIDAYS	7,500.00	3,741.97	0.00	3,758.03	49.89
101-596.171-714.000	PAYROLL - BEREAVEMENT	2,200.00	0.00	0.00	2,200.00	0.00
101-596.171-720.005	INSURANCE HEALTH	38,000.00	20,935.20	8,087.59	17,064.80	55.09
101-596.171-720.010	INSURANCE DENTAL	4,100.00	468.20	(1,549.36)	3,631.80	11.42
101-596.171-720.020	INSURANCE VISION	632.00	318.92	125.26	313.08	50.46
101-596.171-720.025	INSURANCE - LIFE & AD&D	321.00	860.27	791.79	(539.27)	268.00
101-596.171-720.030	INSURANCE - INCOME PROTECTION	2,500.00	1,090.13	305.00	1,409.87	43.61
101-596.171-721.005	RETIREMENT CONTRIBUTION	26,000.00	5,590.06	1,291.81	20,409.94	21.50
101-596.171-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	25,000.00	9,611.53	1,809.17	15,388.47	38.45
101-596.171-723.500	WORKERS COMP INSURANCE	4,800.00	5,208.29	677.76	(408.29)	108.51
101-596.171-724.900	COMPENSATED ABSENCES ADJUSTMENT	318.00	0.00	0.00	318.00	0.00
101-596.171-730.000	POSTAGE	1,500.00	1,235.73	307.74	264.27	82.38
101-596.171-740.000	OPERATING SUPPLIES GENERAL	12,000.00	3,519.20	805.51	8,480.80	29.33
101-596.171-740.100	OPERATING SUPPLIES EQUIPMENT IT	8,000.00	1,779.80	830.33	6,220.20	22.25
101-596.171-801.000	CONTRACTUAL-LEGAL	5,000.00	975.88	126.00	4,024.12	19.52
101-596.171-802.005	CONTRACTUAL-FINANCE/PROPERTY INDEPEN	11,000.00	9,919.14	0.00	1,080.86	90.17
101-596.171-802.100	CONTRACTUAL-FINANCE/PROPERTY ACCOUNT	109,000.00	47,628.11	19,503.82	61,371.89	43.70
101-596.171-802.200	CONTRACTUAL-FINANCE/PROPERTY FINANCE	25,167.00	0.00	0.00	25,167.00	0.00
101-596.171-802.250	CONTRACTUAL-FINANCE/PROPERTY FINANCI	10,500.00	3,296.95	1,327.51	7,203.05	31.40
101-596.171-803.005	CONTRACTUAL-HUMAN RESOURCES EMPLOYEE	1,200.00	0.00	0.00	1,200.00	0.00
101-596.171-803.100	CONTRACTUAL-HUMAN RESOURCES FLEX BEN	2,500.00	947.83	397.28	1,552.17	37.91
101-596.171-808.002	CONTRACTUAL-BUILDINGS & GROUNDS GREE	0.00	12,686.75	12,334.42	(12,686.75)	100.00
101-596.171-809.605	CONTRACTUAL-MISCELLANEOUS SERVICES	50,000.00	12,383.34	3,406.00	37,616.66	24.77
101-596.171-850.000	COMMUNICATIONS TELEPHONE	9,000.00	3,529.11	1,352.29	5,470.89	39.21
101-596.171-851.000	COMMUNICATIONS CELLULAR	14,000.00	7,963.63	1,639.95	6,036.37	56.88
101-596.171-900.000	PHOTOCOPIES	1,500.00	0.00	0.00	1,500.00	0.00
101-596.171-901.000	CONTRACTUAL-PROMOTIONS/PRINTING PRIN	6,000.00	332.98	332.98	5,667.02	5.55
101-596.171-902.000	CONTRACTUAL-PROMOTIONS/PRINTING PUBL	12,000.00	776.73	406.17	11,223.27	6.47
101-596.171-903.000	CONTRACTUAL-PROMOTIONS/PRINTING ADVE	34,586.00	4,214.38	718.22	30,371.62	12.19
101-596.171-920.050	PUBLIC UTILITIES DEPOT	28,600.00	13,500.78	3,521.67	15,099.22	47.21
101-596.171-920.051	PUBLIC UTILITIES GREENWAY	31,391.00	10,242.34	4,373.21	21,148.66	32.63
101-596.171-920.052	PUBLIC UTILITIES STORAGE FACILITY	1,000.00	1,450.57	1,430.63	(450.57)	145.06
101-596.171-955.000	MISCELLANEOUS GENERAL	1,000.00	(0.34)	0.00	1,000.34	(0.03)
101-596.171-955.010	MISCELLANEOUS INTERNET TICKET SALES	3,500.00	2,475.78	501.59	1,024.22	70.74
101-596.171-955.800	EMPLOYEE EVENTS	12,000.00	5,338.14	1,714.74	6,661.86	44.48
101-596.171-960.000	EDUCATION & TRAINING	8,500.00	1,615.00	1,615.00	6,885.00	19.00
101-596.171-961.000	TRAVEL, CONF, SEMINARS	10,000.00	3,942.81	3,002.44	6,057.19	39.43
101-596.171-964.001	REFUNDS PROPERTY TAX PRIOR YEARS	0.00	152.50	0.00	(152.50)	100.00
101-596.171-965.000	DUES & SUBSCRIPTIONS	15,000.00	12,499.65	6,656.99	2,500.35	83.33
Total Dept 596.171 - MANAGEMENT & ADMINISTRATION		868,288.00	324,377.02	102,585.87	543,910.98	37.36
Department: 596.266 CUSTOMER SERVICE & MARKETING						
101-596.266-701.000	PAYROLL-REGULAR GENERAL	303,780.00	141,534.59	31,505.75	162,245.41	46.59
101-596.266-702.000	PAYROLL-TEMPORARY HELP GENERAL	34,000.00	8,800.42	1,506.78	25,199.58	25.88
101-596.266-703.200	SAFETY INCENTIVE	2,900.00	602.62	0.00	2,297.38	20.78



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bgdt Used	
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 596.266 CUSTOMER SERVICE & MARKETING						
101-596.266-703.300	SHIFT PREMIUM	1,000.00	393.14	76.80	606.86	39.31
101-596.266-705.000	PAYROLL - OVERTIME GENERAL	2,000.00	208.86	35.24	1,791.14	10.44
101-596.266-710.000	PAYROLL - PAID TIME OFF	23,200.00	10,041.19	409.13	13,158.81	43.28
101-596.266-712.000	PAYROLL - HOLIDAYS	7,500.00	4,403.41	0.00	3,096.59	58.71
101-596.266-714.000	PAYROLL - BEREAVEMENT	500.00	0.00	0.00	500.00	0.00
101-596.266-720.005	INSURANCE HEALTH	132,000.00	55,688.19	11,007.68	76,311.81	42.19
101-596.266-720.010	INSURANCE DENTAL	12,000.00	1,413.51	(2,162.54)	10,586.49	11.78
101-596.266-720.020	INSURANCE VISION	2,200.00	720.77	135.54	1,479.23	32.76
101-596.266-720.025	INSURANCE - LIFE & AD&D	600.00	151.19	41.22	448.81	25.20
101-596.266-720.030	INSURANCE - INCOME PROTECTION	4,000.00	1,140.66	311.02	2,859.34	28.52
101-596.266-721.005	RETIREMENT CONTRIBUTION	25,000.00	10,606.31	2,538.35	14,393.69	42.43
101-596.266-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	27,000.00	11,996.87	2,424.25	15,003.13	44.43
101-596.266-723.500	WORKERS COMP INSURANCE	9,500.00	6,841.62	1,016.63	2,658.38	72.02
Total Dept 596.266 - CUSTOMER SERVICE & MARKETING		587,180.00	254,543.35	48,845.85	332,636.65	43.35
Department: 596.537 ROUTINE TRANSIT OPERATIONS						
101-596.537-701.100	PAYROLL-REGULAR DRIVERS	1,411,011.00	492,299.04	99,699.30	918,711.96	34.89
101-596.537-701.200	PAYROLL-REGULAR OTHER OPERATIONS	340,000.00	132,320.65	27,094.95	207,679.35	38.92
101-596.537-701.300	PAYROLL-REGULAR DISPATCH	87,000.00	33,322.89	6,179.47	53,677.11	38.30
101-596.537-702.100	PAYROLL-TEMPORARY HELP DRIVERS	127,200.00	43,030.98	6,667.19	84,169.02	33.83
101-596.537-702.200	PAYROLL-TEMPORARY HELP OTHER OPERATI	2,500.00	0.00	0.00	2,500.00	0.00
101-596.537-703.100	SPECIAL PAY - ONE TIME	0.00	4,293.11	3,368.36	(4,293.11)	100.00
101-596.537-703.200	SAFETY INCENTIVE	13,000.00	2,720.24	0.00	10,279.76	20.92
101-596.537-703.300	SHIFT PREMIUM	28,550.00	12,598.30	2,693.40	15,951.70	44.13
101-596.537-705.100	PAYROLL - OVERTIME DRIVERS	50,000.00	60,359.20	15,084.19	(10,359.20)	120.72
101-596.537-705.200	PAYROLL - OVERTIME OTHER OPERATIONS	0.00	11,374.08	2,672.96	(11,374.08)	100.00
101-596.537-705.300	PAYROLL - OVERTIME DISPATCH	0.00	2,184.12	710.57	(2,184.12)	100.00
101-596.537-710.000	PAYROLL - PAID TIME OFF	110,000.00	59,401.12	8,343.51	50,598.88	54.00
101-596.537-712.000	PAYROLL - HOLIDAYS	40,000.00	21,350.93	0.00	18,649.07	53.38
101-596.537-714.000	PAYROLL - BEREAVEMENT	0.00	1,946.03	334.72	(1,946.03)	100.00
101-596.537-720.005	INSURANCE HEALTH	500,000.00	230,633.43	43,171.66	269,366.57	46.13
101-596.537-720.010	INSURANCE DENTAL	43,000.00	6,071.57	(8,917.45)	36,928.43	14.12
101-596.537-720.020	INSURANCE VISION	7,500.00	2,966.32	546.14	4,533.68	39.55
101-596.537-720.025	INSURANCE - LIFE & AD&D	3,000.00	666.14	164.88	2,333.86	22.20
101-596.537-720.030	INSURANCE - INCOME PROTECTION	27,000.00	7,002.30	1,770.37	19,997.70	25.93
101-596.537-721.005	RETIREMENT CONTRIBUTION	161,100.00	56,912.21	12,867.60	104,187.79	35.33
101-596.537-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	157,052.00	62,761.32	12,489.00	94,290.68	39.96
101-596.537-723.200	UNEMPLOYMENT COMP INSURANCE	7,000.00	0.00	0.00	7,000.00	0.00
101-596.537-723.500	WORKERS COMP INSURANCE	46,000.00	37,361.24	5,647.95	8,638.76	81.22
101-596.537-743.100	ANTI-FREEZE & OIL	3,500.00	1,181.71	0.00	2,318.29	33.76
101-596.537-745.300	CLOTHING UNIFORMS	15,350.00	360.36	126.00	14,989.64	2.35
101-596.537-748.000	GASOLINE GENERAL	270,772.00	81,838.33	20,863.35	188,933.67	30.22
101-596.537-803.015	CONTRACTUAL-HUMAN RESOURCES DRUG/ALC	12,000.00	4,335.52	1,147.00	7,664.48	36.13
101-596.537-939.300	VEHICLE MAINTENANCE TIRES	18,000.00	5,392.69	0.00	12,607.31	29.96
101-596.537-940.000	BUILDING RENTAL/LEASE GENERAL	15,386.00	2,256.85	0.00	13,129.15	14.67
101-596.537-940.100	BUILDING RENTAL/LEASE CITY DEPOT LEA	157,368.00	6,594.00	6,594.00	150,774.00	4.19
101-596.537-961.000	TRAVEL, CONF, SEMINARS	7,000.00	175.00	175.00	6,825.00	2.50
101-596.537-962.000	COMMERCIAL INSURANCE PREMIUMS GENERA	97,500.00	67,260.40	2,879.00	30,239.60	68.99



	24-25 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used	
Fund: 101 GENERAL FUND						
Account Category: Expenditures						
Department: 596.537 ROUTINE TRANSIT OPERATIONS						
101-596.537-962.100	COMMERCIAL INSURANCE PREMIUMS DEPOT	10,000.00	0.00	0.00	10,000.00	0.00
101-596.537-964.100	REFUNDS OPERATING ASSISTANCE PY	100.00	0.00	0.00	100.00	0.00
Total Dept 596.537 - ROUTINE TRANSIT OPERATIONS		3,767,889.00	1,450,970.08	272,373.12	2,316,918.92	38.51
Department: 596.591 TRANSIT MAINTENANCE						
101-596.591-701.000	PAYROLL-REGULAR GENERAL	125,886.00	55,215.39	11,600.87	70,670.61	43.86
101-596.591-702.000	PAYROLL-TEMPORARY HELP GENERAL	48,000.00	27,152.14	4,859.92	20,847.86	56.57
101-596.591-703.200	SAFETY INCENTIVE	1,500.00	395.38	0.00	1,104.62	26.36
101-596.591-703.300	SHIFT PREMIUM	5,100.00	2,286.87	448.20	2,813.13	44.84
101-596.591-705.000	PAYROLL - OVERTIME GENERAL	0.00	11,017.89	3,266.63	(11,017.89)	100.00
101-596.591-710.000	PAYROLL - PAID TIME OFF	12,000.00	5,654.75	843.00	6,345.25	47.12
101-596.591-712.000	PAYROLL - HOLIDAYS	3,500.00	1,792.51	0.00	1,707.49	51.21
101-596.591-720.005	INSURANCE HEALTH	50,000.00	25,763.18	5,051.82	24,236.82	51.53
101-596.591-720.010	INSURANCE DENTAL	5,500.00	710.22	(940.52)	4,789.78	12.91
101-596.591-720.020	INSURANCE VISION	1,200.00	332.23	62.38	867.77	27.69
101-596.591-720.025	INSURANCE - LIFE & AD&D	300.00	53.37	13.74	246.63	17.79
101-596.591-720.030	INSURANCE - INCOME PROTECTION	1,800.00	448.79	115.55	1,351.21	24.93
101-596.591-721.005	RETIREMENT CONTRIBUTION	15,000.00	5,056.53	1,251.73	9,943.47	33.71
101-596.591-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	16,810.00	7,572.26	1,536.33	9,237.74	45.05
101-596.591-723.500	WORKERS COMP INSURANCE	6,500.00	5,208.35	677.76	1,291.65	80.13
101-596.591-740.000	OPERATING SUPPLIES CLEANING MATERIAL	20,000.00	4,740.63	1,247.11	15,259.37	23.70
101-596.591-740.410	OPERATING SUPPLIES REPAIR PARTS	1,000.00	0.00	0.00	1,000.00	0.00
101-596.591-808.001	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	2,000.00	750.70	93.92	1,249.30	37.54
101-596.591-808.002	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	3,500.00	530.29	0.00	2,969.71	15.15
101-596.591-808.003	CONTRACTUAL-BUILDINGS & GROUNDS DEPO	22,000.00	28,475.25	13,507.05	(6,475.25)	129.43
101-596.591-931.000	BUILDING & GROUNDS MAINTENANCE DEPOT	16,000.00	2,155.38	1,291.28	13,844.62	13.47
101-596.591-931.100	BUILDING & GROUNDS MAINTENANCE GREEN	25,000.00	6,873.27	1,604.51	18,126.73	27.49
101-596.591-932.000	MECHANICAL MAINTENANCE DEPOT	500.00	0.00	0.00	500.00	0.00
101-596.591-933.000	EQUIPMENT MAINTENANCE RADIO MAINTENA	500.00	0.00	0.00	500.00	0.00
101-596.591-933.100	EQUIPMENT MAINTENANCE OFFICE EQUIPME	7,000.00	2,597.00	774.90	4,403.00	37.10
101-596.591-939.005	VEHICLE MAINTENANCE MECHANICAL	280,636.00	158,240.89	34,306.45	122,395.11	56.39
101-596.591-939.015	VEHICLE MAINTENANCE BODYWORK	20,000.00	433.42	219.90	19,566.58	2.17
101-596.591-939.020	VEHICLE MAINTENANCE GRAPHICS	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 596.591 - TRANSIT MAINTENANCE		695,232.00	353,456.69	81,832.53	341,775.31	50.84
Expenditures		5,918,589.00	2,383,347.14	505,637.37	3,535,241.86	40.27
Fund 101 - GENERAL FUND:						
TOTAL EXPENDITURES		5,918,589.00	2,383,347.14	505,637.37	3,535,241.86	40.27

MAX TRANSPORTATION CASH DISBURSEMENT REPORT FOR MAX TRANSPORTATION

EXP CHECK RUN DATES 02/01/2025 - 02/28/2025

POSTED

PAID

Invoice Number	Date Paid	Paid By Check Number	Vendor Name	Description	Inv Amt
2025-01	02/05/2025	1043	AFLAC	JANUARY 2025 INSURANCE AFLAC	876.36
2024-11	02/05/2025	1044	FIFTH THIRD BANK-CC ACH	MAX CREDIT CARD NOVEMBER 2024	4,872.98
2025-02-06	02/05/2025	1045	SEMCO ENERGY - ACH	SEMCO BILLS FOR DEPOT AND GREENWAY	1,908.83
22751622	02/06/2025	11611	AMERICAN RED CROSS	BLOODBORNE PATHOGEN CLASS	1,615.00
353918	02/06/2025	11612	CUNNINGHAM DALMAN PC	EMPLOYEE CONSULTS	126.00
DEC 2024	02/06/2025	11613	FOGGWAY LLC	BPW REIMBURSEMENT FOR STORAGE	103.40
OCTOBER & NOV 2024	02/06/2025	11613	FOGGWAY LLC	BPW REIMBURSEMENT FOR STORAGE	205.55
JANUARY 2025	02/06/2025	11613	FOGGWAY LLC	BPW REIMBURSEMENT FOR STORAGE	101.74
INITAL-0131	02/06/2025	11614	HOLLAND BOARD OF PUBLIC WORKS	DEPOSIT FOR BPW	1,000.00
191459	02/06/2025	11615	HOLLAND LITHO SERVICE INC	ONE WAY TICKETS	574.92
93584	02/06/2025	11616	KUSHNER & COMPANY INC	MAX OFFICE - MONTHLY ADMIN FEE	160.00
2025	02/06/2025	11617	LAKESHORE NON-PROFIT ALLIANCE (LNA)	YEARLY MEMBERSHIP	425.00
LS04107	02/06/2025	11618	LEFF, SARAH	WEBSITE HOSTING	125.00
JANUARY 2025	02/06/2025	11619	LIFE INSURANCE COMPANY OF NORTH AMERICA	INSURANCE PREMIUM	3,587.25
38776341	02/06/2025	11620	MANPOWER	HIRING SERVICE	2,000.00
w18816	02/06/2025	11621	MAST HEATING AND COOLING	HAVAC TECH	173.25
51172	02/06/2025	11622	NEW DAWN LINEN SERVICE, LLC	MAX RUGS	37.26
715811745	02/06/2025	11623	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C	HEALTH SCREENING	231.00
36680	02/06/2025	11624	TOWN & COUNTRY GROUP	SERVICE CALLS	865.00
IN00483613	02/06/2025	11625	VANGUARD FIRE & SECURITY SYSTEMS, INC.	SPRINKLER REPAIR	832.50
861767	02/06/2025	11626	WESTENBROEK MOWER INC	STARTER SOLENOID	23.99
861838	02/06/2025	11626	WESTENBROEK MOWER INC	SHEAR PIN	13.98
REMIT	02/13/2025	1046	MERS - ACH	Remittance Check	13,009.66
REMIT	02/13/2025	1047	MISSION SQUARE - ACH	PLAN 306713	1,593.96
REMIT	02/12/2025	1048	EFTPS	Remittance Check	31,416.47
REMIT	02/12/2025	1049	STATE OF MICHIGAN	Remittance Check	5,258.98
17428	02/13/2025	11627	AESTHETIC GARDENER LLC	SNOW / SALTING SERVICE	13,507.05
17429	02/13/2025	11627	AESTHETIC GARDENER LLC	SNOW / SALT SERVICES	12,240.50
241705	02/13/2025	11628	HAVEMAN ELECTRICAL SERVICES	REPAIR LIGHT	180.00
10952040-02 FEB	02/13/2025	11629	HOLLAND BOARD OF PUBLIC WORKS	FIRE PROTECTION	11.50
25-117	02/13/2025	11630	HUSKY GLASS, LLC	FRAME FOR BUS STOP WINDOW	164.00
3797	02/13/2025	11631	MICHIGAN PUBLIC TRANSIT ASSOCIATION	FISCAL YEAR 2025 TRANSIT MEMBER DUES	6,015.17
51506	02/13/2025	11632	NEW DAWN LINEN SERVICE, LLC	MAX RUGS	23.50
1026771998	02/13/2025	11633	PITNEY BOWES BANK INC PURCHASE POWER	MAILSTATION	89.97
1026288848	02/13/2025	11633	PITNEY BOWES BANK INC PURCHASE POWER	MAILSTATION	89.97
REMIT	02/13/2025	11634	STATE OF MICHIGAN	Remittance Check	426.44
0285873-IN	02/13/2025	11635	WOLVERINE POWER SYSTEMS	SVC MINOR JOB	300.00
DECEMBER 2024	02/20/2025	1050	FIFTH THIRD BANK-CC ACH	MAX CREDIT CARD STMT	2,569.08
1001906071	02/20/2025	11636	ACCIDENT FUND	INSURANCE PREMIUM FOR ACCT A010116895	8,020.10
179	02/20/2025	11637	BRITT CHIROPRACTIC	AGILITY TEST	125.00
6	02/20/2025	11638	FOGGWAY LLC	MAX RENTAL JANUARY 2025	2,198.00
5	02/20/2025	11638	FOGGWAY LLC	MAX RENTAL FEB	2,198.00
7	02/20/2025	11638	FOGGWAY LLC	DEC MAX RENTAL	2,198.00
S24-3366	02/20/2025	11639	HAVEMAN ELECTRICAL SERVICES	REPLACEMENT SERVICES	185.00
77533918-00-02-25	02/20/2025	11640	HOLLAND BOARD OF PUBLIC WORKS	MAX UTILITIES	40.00
02-2025	02/20/2025	11640	HOLLAND BOARD OF PUBLIC WORKS	MAX UTILITIES	2,197.61
2025-01114	02/20/2025	11641	HOLLAND CITY TREASURER	DEC MONTHLY MAINTENANCE	34,306.45
2025-01131	02/20/2025	11641	HOLLAND CITY TREASURER	FEB 2025 ACCOUNTING FEE	9,751.91
2025-01146	02/20/2025	11641	HOLLAND CITY TREASURER	DEC 2024 FUEL	20,863.35
5032642716	02/20/2025	11642	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	PRINTER SERVICES	774.90
93963	02/20/2025	11643	KUSHNER & COMPANY INC	MAX OFFICE - MONTHLY ADMIN FEE	250.70

MAX TRANSPORTATION CASH DISBURSEMENT REPORT FOR MAX TRANSPORTATION

EXP CHECK RUN DATES 02/01/2025 - 02/28/2025

POSTED
PAID

Invoice Number	Date Paid	Paid By Check Number	Vendor Name	Description	Inv Amt
515070+ 51838	02/20/2025	11644	NEW DAWN LINEN SERVICE, LLC	MAX RUGS	74.52
715833639	02/20/2025	11645	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C	HEALTH SCREENING	192.00
715844618	02/20/2025	11645	OCCUPATIONAL HEALTH CENTERS OF MICHIGAN, P.C	HEALTH SCREENING	474.00
822266114	02/20/2025	11646	VSP INSURANCE CO (CT)	VISION INSURANCE	1,162.94
8260194-2333-2	02/20/2025	11647	WASTE MANAGEMENT OF MICHIGAN INC.	GREENWAY WASTE SERVICES	93.92
8260193-2333-4	02/20/2025	11647	WASTE MANAGEMENT OF MICHIGAN INC.	DEPOT WASTE SERVICES	93.92
RIS0006250770	02/27/2025	1051	DELTA DENTAL PLAN OF MICHIGAN INC - ACH	DENTAL INSURANCE	3,497.05
REMIT	02/27/2025	1052	MERS - ACH	Remittance Check	13,062.75
REMIT	02/27/2025	1053	MISSION SQUARE - ACH	PLAN 306713	1,608.32
2766801	02/27/2025	1054	SUMMIT FIRE PROTECTION CO. - ACH	SPRINKLER INSPEC.	280.00
2766822	02/27/2025	1054	SUMMIT FIRE PROTECTION CO. - ACH	EXTINGUISHER INSPEC.	97.50
2769177	02/27/2025	1054	SUMMIT FIRE PROTECTION CO. - ACH	ANNUAL ALARM INSPEC	325.00
REMIT	02/27/2025	1055	EFTPS	Remittance Check	30,801.62
2025-02-25	02/27/2025	1056	SEMCO ENERGY - ACH	SEMCO UTILITIES DEPOT AND GREENWAY	2,036.92
REMIT	02/27/2025	1057	STATE OF MICHIGAN	Remittance Check	5,211.38
03/1/2025	02/27/2025	1058	WESTERN MICHIGAN HEALTH INSURANCE POOL - ACH	PRIORITY HEALTH SERVICES FOR MAX	89,349.22
1440409	02/27/2025	11648	ARNOLD SALES	ICE MELT	645.50
1441501	02/27/2025	11648	ARNOLD SALES	MAX SUPPLIES	219.82
REIMBURSEMENT	02/27/2025	11649	BERNADETTE TOWNSEND	TRAVEL EXPENSES 2/12-2/14/25	747.34
180	02/27/2025	11650	BRITT CHIROPRACTIC	AGILITY TEST	125.00
REIMBURSEMENT	02/27/2025	11651	CHRISTIAN SIMMONS	TRAVEL EXPENSES 2/12-2/14/25	1,020.92
68560	02/27/2025	11652	CHROMATIC GRAPHICS INC	EMBROIDERY	126.00
FEB-77526909-01	02/27/2025	11653	HOLLAND BOARD OF PUBLIC WORKS	GREENWAY UTILITIES	997.52
2025-01012	02/27/2025	11654	HOLLAND CITY TREASURER	DEC 24 ACCOUNTING FEE	9,751.91
0006917263	02/27/2025	11655	HOLLAND SENTINEL	HOLLAND SENTINEL	332.98
52188	02/27/2025	11656	NEW DAWN LINEN SERVICE, LLC	MAX RUGS	23.50
52189	02/27/2025	11656	NEW DAWN LINEN SERVICE, LLC	MAX RUGS	37.26
1026890242	02/27/2025	11657	PITNEY BOWES INC	MAIL STATION INK	127.80
94633157-25	02/27/2025	11658	REHMANN TECHNOLOGY SOLUTIONS LLC	CISCO SMARTNET FOR CATALYST 2960 EXTENDED SE	1,281.00
0201773.504-03-25	02/27/2025	11659	SEMCO ENERGY STORAGE UNIT	GAS STORAGE UNIT	19.94
REMIT	02/27/2025	11660	STATE OF MICHIGAN	Remittance Check	426.44
1000479712-03062025	02/27/2025	11661	THE CINCINNATI INSURANCE COMPANY	ACCT # 1000479712 POLICY # 0540328	2,879.00
6105744940	02/27/2025	11662	VERIZON WIRELESS	CELL SERVICES	1,639.95
Report Total:					358,627.22