# STATE MANAGEMENT PLAN

FOR

## FEDERAL TRANSIT ADMINISTRATION FUNDED TRANSPORTATION PROGRAMS

Prepared By:

Mississippi Department of Transportation

Public Transit Division

July 2011

# STATE MANAGEMENT PLAN

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## Acronyms

| | |
|---|---|
| ACH | Automated Clearing House |
| CMAQ | Congestion Management & Air Quality |
| DFA | Department of Finance & Administration |
| DBE | Disadvantage Business Enterprise |
| DOL | Department of Labor |
| EEO | Equal Employment Opportunity |
| EIS | Environmental Impact Statement |
| FHWA | Federal Highway Administration |
| FTA | Federal Transit Administration |
| FMD | Financial Management Division |
| FSR | Financial Status Report |
| ITC | Interagency Transportation Committee |
| JARC | Job Access and Reverse Commute |
| lAD | Internal Audit Division |
| MPO | Metropolitan Planning Organization |
| MDOT | Mississippi Department of Transportation |
| MTAP | Multi-State Technical Assistance Program |
| NMA | National Model Agreement |
| NFP | New Freedom Program |
| PDD | Planning & Development District |
| POP | Program of Projects |
| PTD | Public Transit Division |
| RTAP | Rural Transit Assistance Program |
| SCHTP | Statewide Coordinated Public Transit-Human Services Transportation Plan |
| SIP | State Implementation Plan |
| SMP | State Management Plan |
| SOP | Standard Operating Procedures |
| STIP | Statewide Transportation Improvement Program |
| STP | Surface Transportation Program |
| TEAM | Transportation Electronic Award Management |
| TIP | Transportation Improvement Program |
| VPR | Vehicle Programs Report |

# INTRODUCTION

This up-dated State Management Plan (SMP) documents the policies and procedures used by the Mississippi Department of Transportation (MDOT) in administration of the following Federal Transit Administration (FTA) funded formula transportation programs: Nonurbanized Area Formula Program (Section 5311); Elderly Individuals and Individuals with Disabilities Program (Section 5310); New Freedom Program (Section 5317) ; Job Access and Reverse (Section 5316); the Rural Transit Assistance Program and certain capital grant programs. The SMP is intended to compile the state's program goals along with policies, and administrative procedures in a single reference document. This document replaces all prior version of the MDOT's State Management Plan.

The primary purposes of this revised Plan are: to serve as an internal program guide for MDOT's state level administration of the various formula programs; to provide a basis for FTA's state level management review of the various programs; and to provide a mechanism for public information on MDOT's general administration of FTA funded programs. This State Management Plan was prepared to comply with the requirements of several updated and or recently released FTA Circulars. It has been developed to incorporate current guidance contained in Circular 9040.1F Nonurbanized Area Formula Program Guidance and Grant Application Instructions (Section 5311}; Circular 9070.1 F The Elderly Individuals and Individuals With Disabilities Program Guidance and Application Instructions. Section 5310}; Circular 9045.1 New Freedom Program Guidance and Application Instructions (Section 5317); Circular 9050.1 Job Access and Reverse Commute (a.k.a JARC or Section 5316); Circular 4220.1E Third Party Contracting; and Circular 5010.1C Grant Management Guidelines. Additional guidance provided by Circulars that are subsequently published by the FTA will to the extent applicable , be incorporated into this SMP by reference. Except where specifically described by separate references, the policies and procedures as described herein may generally apply to all FTA Programs managed by the Public Transit Division (PTD).

The Mississippi Department of Transportation recognizes that each of the FTA funded transportation programs, especially the Section 5311; Section 5310; Section 5316 and Section 5317 programs have distinct differences. However, MDOT also recognizes that there are parallels that make it desirable and practical to consider the planning, grant administration and project management associated with these — programs in complementary and collaborative ways. Consequently, MDOT has attempted to develop parallel administrative procedures wherever practical. This approach seems to be most appropriate because the majority of the MDOT's Section
5311 and Section 5310 contractors are eligible for one or more of these formula programs. In fact, a number of the local sub-recipients have or currently also receive financial assistance from more than one of these formula programs, as well as technical assistance and training from the Rural Transit Assistance Program.

In keeping with new coordination provisions of the Section 5310, Section 5316 and Section 5317 programs, the Department is committed to developing and supporting local and regional coordinated transportation systems. State-wide, MDOT has historically encouraged Section 5311

and Section 5310 projects to develop coordinated service delivery systems. Consequently, program management and administration policies have frequently coincided.

MDOT considers the Rural Transit Assistance Program (RTAP) as a resource to compliment the various formula programs included in this SMP (e.g. Section 5311; Section 5310; Section 5316 and 5317 programs). Therefore we proposes to continue the use RTAP funds for transit research, technical assistance, demonstration and/or special projects and training functions that may benefit public and specialized transportation systems primarily in non-urbanized areas. However to the extent practical the training, technical assistance, research and demonstration projects or initiatives funded in whole or in part with these resources will be made available to small urban transit operators and primary stakeholders in the coordinated planning process.

The Governor of Mississippi, in accordance with 49 USC 5302 (a) (2); Section 5311(a), Section 5310 and Section 5311(h) of the Federal Transit Act, as amended, has designated the Mississippi Department of Transportation as the agency to receive and administer FTA funds. The Public Transit Division within the, Office of Intermodal Planning, is authorized by the Mississippi Transportation Commission to apply for, as well as manage FTA funded formula programs and administer FTA grants.

**Section 5311 Program Overview**

Section 5311 of the Federal Transit Act, as amended, authorizes the Secretary of Transportation to apportion funds to the Governor of each state for public transportation projects in non-urbanized areas. The funds, appropriated annually, are made available on a population-based formula and are to be used for projects included in a statewide Program of Projects. A Program of Projects is submitted annually to the FTA Regional Administrator for approval. The Program of Projects provides for fair and equitable distribution of funds within the state (including Indian reservations) and attempts to provide the maximum feasible coordination with transportation services assisted by other federal sources.

Program funds may be used for planning, capital, operating and administration assistance to state agencies, local public bodies, non-profit organizations, Indian tribes and other operators of public transportation services, including intercity bus operators.

**Section 5310 Program Overview**

Section 5310 of the Federal Transit Act, as amended declares it to be national policy that elderly and disabled persons have the same right as other persons to utilize public transportation facilities and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly and disabled persons of public transportation which they can effectively utilize will be assured; and that all federal programs offering assistance in the field of public transportation should contain provisions implementing this policy. Section 5310 of the Act authorizes the Secretary to make grants to non-profit corporations and associations for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate.

## NEW FREEDOM PROGRAM OVERVIEW

The New Freedom Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5317. The Secretary may make grants to recipients for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.), that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services. New Freedom Program funds are available for capital and operating expenses that support new public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA) and new public transportation alternatives beyond those required by the ADA

PROGRAM GOAL. The New Freedom formula grant program aims to provide additional tools to overcome existing barriers facing Americans with disabilities who are seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The New Freedom formula grant program seeks to reduce barriers to transportation services and expand the transportation mobility options available to people with disabilities beyond the requirements of the ADA of 1990.

## JARC PROGRAM OVERVIEW

The JARC program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA–LU), enacted on August 10,2005, as codified at 49 U.S.C. 5316. These provisions authorize the Secretary to make grants to recipients for access to jobs and reverse commute projects carried out by the recipient or a sub-recipient.

Funds from the JARC program are available for capital, planning, and operating expenses that support the development and maintenance of transportation services designed to transport low-income individuals to and from jobs and activities related to their employment and to support reverse commute projects. Therefore eligible projects may include, but are not limited to capital, planning, and operating assistance.

## Rural Transit Assistance Program (RTAP) Overview

The Rural Transit Assistance Program (RTAP) is intended to be a broad and flexible program of training, technical assistance, research and other support services for non-urbanized transportation providers. It provides a source of funding to assist in the design and implementation of training and technical assistance programs and other support services tailored to meet the specific needs of transit operators in non-urbanized areas. The program has two components. A state program provides an annual allocation to the states to develop and implement training and technical assistance activities in conjunction with their administration of the Section 5311 assistance program. A national program element also develops information and materials for use by local operators and state administering agencies.

## DEFINITIONS

1. All definitions in 49 U.S.C. 5302(a) apply to this Management Plan as well as the following definitions taken FTA Circular 9040.1F.

   a. Chief Executive Officer of a State means the Governor of any of the 50 States or Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the U.S. Virgin Islands, the Mayor of the District of Columbia, or his/her designee.

   b. Consultation means one party confers with another identified party in accordance with an established process and, before taking action(s), considers that party's views and periodically informs that party about action(s) taken.

   c. Federally Recognized Indian Tribal Government means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community, (including any native village as defined in Section 3 of the Alaska Native Claims Settlement Act, (43 U.S.C. 1601 et seq.) certified by the Secretary of the Interior as eligible for the special programs and service provided through the Bureau of Indian Affairs.

   d. Intercity Bus Service means regularly scheduled bus service for the general public that operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, that has the capacity for transporting baggage carried by passengers, and that makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available.

   e. Local Governmental Authority includes (A) a political subdivision of a State; (B) an authority of at least one State or political subdivision of a State; (C) an Indian tribe; or (D) a public corporation, board, or commission established under the laws of a State.

   f. Mobility Management consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or sub-recipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

   g. Other than Urbanized (Nonurbanized) Area means any area outside of an urbanized area. The term "nonurbanized area" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

   h. Pre-Award Authority means authority given under specific and limited circumstances to incur costs for eligible projects before a grant is made without prejudice to possible Federal participation in the cost of the projects(s). Applicants must comply with all Federal requirements. Failure to do so will render a project or costs ineligible for FTA financial assistance.

1. Program ofProjects: A list of projects to be funded in a grant application submitted to FTA by a State. The program of projects lists the sub-recipients and indicates whether they are private non-profit agencies, public bodies, or private providers of transportation service, designates the areas served (including Congressional Districts), and identifies any tribal entities. The program of projects also identifies intercity bus and RTAP projects. In addition, the program of projects includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the 15 percent allowed.

J. Public Transportation means surface transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by AMTRAK.

k. Recipient means a State or Indian tribe that receives a Federal transit program grant directly from the Federal Government.

1. Rural Area means an area with low population and density outside the boundaries of an urban area. However, the term rural is commonly used to refer to all areas other than urbanized areas and is so used in this circular.

m. Sub-recipient means a State or local governmental authority, a non-profit organization, or operator of public transportation or intercity bus service that receives Federal transit program grant funds indirectly through a recipient.

n. Takedown means an amount or percentage subtracted from the total dollar amount appropriated for a Federal program before other apportionment or allocation of the funds.

o. Urban Area means an area that includes a municipality or other built-up place that the Secretary, after considering local patterns and trends ofurban growth, decides is appropriate for a local public transportation system to serve individuals in a locality.

p. Urbanized Area means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

2. All definitions in 49 U.S.C. 5302(a) apply to this Plan, as well as the following definitions from FTA Circular 9050.1:

a. Access to Jobs Project: Refers to a project relating to the development and maintenance oftransportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment.

b. Chief Executive Officer of a State: The Governor of any of the 50 States or Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and Virgin Islands, the Mayor of the District of Columbia, or his/her designee.

c. Competitive Selection Process: A process to choose which projects will be funded. The process is conducted by the designated recipient of FTA funds in cooperation with the appropriate metropolitan planning organization (MPO) in urbanized areas over 200,000 in population, or the State in areas under 200,000 in population. The projects selected must be derived from a Locally Developed, Coordinated Public Transit-Human Services Transportation Plan.

d. Coordinated Plan: See "Locally Developed, Coordinated Public Transit-Human Services Transportation Plan."

e. Designated Recipient: See "Recipient."

f. Elderly Individuals and Individuals with Disabilities Program (Section 5310): FTA formula program for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310.

g. Eligible Low-income Individual: Refers to an individual whose family income is at or below 150 percent ofthe poverty line (as that term is defined in Section 673(2) ofthe Community Services Block Grant Act (42 U.S.C 9902(2)), including any revision required by that section) for a family of the size involved.

h. Human Service Transportation: Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

1. Individual With a Disability: The term "individual with a disability" means an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a)(5).

J. Locally Developed, Coordinated Public Transit-Human Services Transportation Plan: A plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation.

k. Mobility Management: Consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or sub-recipient through an agreement entered into with a person, including a government entity, under 49 U.S.C.

Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

l. New Freedom Program: FTA formula grant program for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services. 49 U.S.C. 5317.

m. Non-profit Organization: A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

n. Other than Urbanized (Nonurbanized) Area: Any area outside of an urbanized area. The term "nonurbanized area" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

o. Program of Projects: A list of projects to be funded in a grant application submitted to FTA by a designated recipient. The program of projects (POP) lists the sub- recipients and indicates whether they are private non-profit agencies, governmental authorities, or private providers of transportation service, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the program of projects includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the 10 percent allowed.

p. Recipient: In large urbanized areas over 200,000 in population, an entity designated, in accordance with the planning process under 49 U.S.C. 5303, 5304, and 5306, by the chief executive officer of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under the JARC program that is attributable to a transportation management area. In nonurbanized areas or small urban areas under 200,000 in population, the designated recipient is the State agency designated by the chief executive officer of a State to receive and apportion amounts under JARC that are attributable to the State for small urbanized and nonurbanized areas.

q. Reverse Commute Project: Refers to a public transportation project designed to transport residents of urbanized areas and other than urbanized areas to suburban employment opportunities.

r. Sub-recipient: Refers to a State or local governmental authority, non-profit organization, or operator of public transportation services that receives a grant under JARC indirectly through a recipient.

s. Urbanized Area: An area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an

"urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

t. Welfare Recipient: Refers to an individual who has received assistance under a State or tribal program funded under part A of Title IV of the Social Security Act at any time during the three-year period before the date on which the applicant applies for a grant under JARC.

3. All definitions in 49 U.S.C. 5302(a) applies to this Plan, as well as the following definitions from FTA circular 9045.1:

a. Accessible Taxi: An accessible taxi is a vehicle that is used by a private provider of on-demand transportation service to the public that is regulated and licensed for such use by the municipality, county or other government entity. An accessible taxi is one which has the capacity to accommodate a passenger who uses a "common wheelchair" as defined under 49 CFR 37.3, at a minimum, while remaining in his/her personal mobility device inside the vehicle, and meets the same requirements for lifts, ramps and securement systems specified in 49 CFR part 38, subpart B.

b. Americans with Disabilities Act (ADA): Public Law 336 of the 101st Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.). The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

c. Chief Executive Officer of a State: The Governor of any of the 50 States or Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and Virgin Islands, the Mayor of the District of Columbia, or his/her designee.

d. Competitive Selection Process: A process to choose which projects will be funded. The process is conducted by the designated recipient of FTA funds in cooperation with the appropriate metropolitan planning organization (MPO) in urbanized areas over 200,000 in population or the State in areas under 200,000 in population. The projects selected must be derived from a Locally Developed, Coordinated Public Transit-Human Services Transportation Plan.

e. Coordinated Plan: See "Locally Developed Coordinated Public Transit-Human Services Transportation Plan."

f. Demand Responsive System: Any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand responsive service.

g. Designated Recipient: See "Recipient."

h. Elderly Individuals: Includes, at a minimum, all persons 65 years of age or older. Grantees are permitted to use a definition that extends eligibility for service to younger (e.g., 62 and older, 60 and over) persons.

1. Elderly Individuals and Individuals with Disabilities Program (Section 5310): FTA formula program for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310.

J. Fixed Route System: Public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.

k. Human Service Transportation: Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

1. Individual With a Disability: An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a) (5).

m. Job Access and Reverse Commute Program (JARC): FTA formula grant program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities. 49 U.S.C. 5316.

n. Locally Developed, Coordinated Public Transit-Human Services Transportation Plan: A plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation.

o. Mobility Management: Consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers carried out by a recipient or sub-recipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

p. Non-profit Organization: A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 50l(c) which is exempt from taxation under 26 U.S.C. 50l(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

q. Older Adults: See "Elderly Individuals."

r. Other than Urbanized (Nonurbanized) Area: Any area outside of an urbanized area. The term "nonurbanized area" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

s. Paratransit: Comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

t. Program of Projects: A list of projects to be funded in a grant application submitted to FTA by a designated recipient. The program of projects (POP) lists the sub-recipients and indicates whether they are private non-profit agencies, governmental authorities, or private providers of transportation service, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the program of projects includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the 10 percent allowed.

u. Recipient: In large urbanized areas over 200,000 in population, an entity designated, in accordance with the planning process under 49 U.S.C. 5303, 5304, and 5306, by the chief executive officer of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under the New Freedom Program that is attributable to a transportation management area. In nonurbanized areas or small urban areas under 200,000 in population, the designated recipient is the State agency designated by the chief executive officer of a State to receive and apportion amounts under New Freedom that are attributable to the State for small urbanized and nonurbanized areas.

v. Sub-recipient: Refers to a State or local governmental authority, non-profit organization, or operator of public transportation services that receives a grant under the New Freedom Program indirectly through a recipient.

w. Urbanized Area: An area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

4. All definitions in 49 U.S.C. 5302(a) applies to this Plan, as well as in FTA Circular 9045.1 following definitions:

x. Accessible Taxi: An accessible taxi is a vehicle that is used by a private provider of on-demand transportation service to the public that is regulated and licensed for such use by the municipality, county or other government entity. An accessible taxi is one which has the capacity to accommodate a passenger who uses a "common wheelchair" as defined under 49 CFR 37.3, at a minimum, while remaining in his/her personal mobility device inside the vehicle, and meets the same requirements for lifts, ramps and securement systems specified in 49 CFR part 38, subpart B.

y. Americans with Disabilities Act (ADA): Public Law 336 of the 101st Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.). The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

z. Chief Executive Officer of a State: The Governor of any of the 50 States or Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and Virgin Islands, the Mayor of the District of Columbia, or his/her designee.

aa. Competitive Selection Process: A process to choose which projects will be funded. The process is conducted by the designated recipient of FTA funds in cooperation with the appropriate metropolitan planning organization (MPO) in urbanized areas over 200,000 in population or the State in areas under 200,000 in population. The projects selected must be derived from a Locally Developed, Coordinated Public Transit-Human Services Transportation Plan.

bb. Coordinated Plan: See "Locally Developed Coordinated Public Transit-Human Services Transportation Plan."

cc. Demand Responsive System: Any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand responsive service.

dd. Designated Recipient: See "Recipient."

ee. Elderly Individuals: Includes, at a minimum, all persons 65 years of age or older. Grantees are permitted to use a definition that extends eligibility for service to younger (e.g., 62 and older, 60 and over) persons.

ff. Elderly Individuals and Individuals with Disabilities Program (Section 5310): FTA formula program for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310.

gg. Fixed Route System: Public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.

hh. Human Service Transportation: Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

11. Individual With a Disability: An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability),

cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a) (5).

JJ. Job Access and Reverse Commute Program (JARC): FTA formula grant program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities. 49 U.S.C. 5316.

kk. Locally Developed, Coordinated Public Transit-Human Services Transportation Plan: A plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation.

11. Mobility Management: Consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

mm. Non-profit Organization: A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

nn. Older Adults: See "Elderly Individuals."

oo. Other than Urbanized (Nonurbanized) Area: Any area outside of an urbanized area. The term "nonurbanized area" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

pp. Paratransit: Comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

qq. Program of Projects: A list of projects to be funded in a grant application submitted to FTA by a designated recipient. The program of projects (POP) lists the sub-recipients and indicates whether they are private non-profit agencies, governmental authorities, or private providers of transportation service, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the program of projects includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the 10 percent allowed.

rr. Recipient: In large urbanized areas over 200,000 in population, an entity designated, in accordance with the planning process under 49 U.S.C. 5303, 5304, and 5306, by

the chief executive officer of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under the New Freedom Program that is attributable to a transportation management area. In nonurbanized areas or small urban areas under 200,000 in population, the designated recipient is the State agency designated by the chief executive officer of a State to receive and apportion amounts under New Freedom that are attributable to the State for small urbanized and nonurbanized areas.

ss. Sub-recipient: Refers to a State or local governmental authority, non-profit organization, or operator of public transportation services that receive a grant under the New Freedom Program indirectly through a recipient.

Urbanized Area: An area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

5. All definitions in 49 U.S.C. 5302(a) apply to this circular, as well as the following definitions taken from proposed Circular 5010.1D:

a. Accrual Basis of Accounting: The accounting method where income is recognized when earned instead of when received, and expenses are recognized when incurred instead of when paid.

b. Administrative Amendment: A minor change in a Grant Agreement normally initiated by FTA to modify or clarify certain terms, conditions or provisions of a grant.

c. Air Rights: The space located above, at, or below (subterranean) the surface of the ground, lying within a project's property limits.

d. Brownfields: The Environmental Protection Agency (EPA) defines "Brownfields" (one type of contaminated property), as abandoned, idled, or under-used industrial and commercial land, often found in urban areas, where redevelopment is complicated by real or perceived hazardous contamination. These properties have lower levels of contamination than Superfund sites, but they are a health risk and economic detriment to the communities where they are located.

e. Budget Revision: Any change within the scope of the original grant. A budget revision may be a transfer of funds within a project scope or between existing activity line items (ALis) within an approved grant. It could also include the addition or deletion of an ALI.

f. Capital Asset: Facilities or equipment with a useful life of at least one year, which are eligible for capital assistance.

g. Capital Lease: Any transaction whereby the grantee acquires the right to use a capital asset without obtaining ownership.

h. Concurrent Non-Project Activities: Also known as betterments, con-current no-project activities are improvements to the transit project desired by the grant recipient that are not part of the base functioning of the Federal transit project.

1. Contingency Fleet: Inactive rolling stock reserved/retained for emergencies.

J. Cost of Project Property: The purchase price of project property. This is the net invoice unit price, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment usable for the intended purpose. Other charges, such as the cost of inspection, installation, transportation, taxes, duty or protective in-transit insurance, should be treated in accordance with the grantee's regular accounting practices, as separate line items. The cost of items separately installed and removable from rolling stock, such as fare boxes and radios, is treated as a separate acquisition and not as part ofthe cost of the vehicle.

k. Depreciation: Is the term most often used to indicate that personal property have declined in service potential. In the accounting world, depreciation is not so much a matter of valuation as it is a means of cost allocation.

1. Discretionary Funding: Grant funds distributed at the discretion of the agency as distinct from formula funding.

m. Equipment: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit service.

n. Equipment Inventory: A physical inventory of project (non-real) property taken and results reconciled with the personal property records.

o. Excess Property: Property which the grantee determines is no longer required for its needs or fulfillment of its responsibilities and has not met its useful life under an FTA assisted grant.

p. Excess Real Property Inventory and Utilization Plan: The document which lists each real estate parcel acquired with participation of Federal funds that is no longer needed for approved FTA project purposes and which states how the grantee plans to use or dispose of the excess real property.

q. Fleet Status Report: A report that identifies rolling stock to be replaced, retired, or disposed of and identifies both their mileage and age at the time of removal from service, and it discusses the proposed anticipated spare ratio. This differs from a Bus or Rail Fleet Management Plan which includes an inventory of all buses among other items, such as operating policies, peak vehicle requirements, maintenance and overhaul programs, system and service expansions, rolling stock procurements and related schedules and spare ratio justification.

r. Force Account: The use of a grantee's own labor force to execute a capital grant project.

s. Formula Funding: Grant funding allocated using factors that are specified in the law, or in administrative formula developed by FTA.

t. Grant: An award of financial assistance, including Cooperative Agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee. Used interchangeably with Grant Agreement.

u. Grantee: An entity to which a grant is awarded directly by FTA to support a specific project in which FTA does not take an active role or retain substantial control, as set forth in 31 U.S.C. Section 6304. In this circular FTA uses the term grantee interchangeably with grant recipient and recipient.

v. Grant Scope: The broad purpose or objectives of a grant. The scope of a grant may encompass one or more specific projects.

w. Incidental Use ofProject Property and Equipment: The authorized use of real property and equipment acquired with FTA funds for purposes other than provision of transit service. Such use must be compatible with the approved purposes of the project and not interfere with intended public transportation uses of project assets.

x. Large Urbanized Area: Any urbanized area with a population of at least 200,000.

y. Market Value: The most probable price which equipment or project property should bring in a competitive and open market.

z. Master Agreement: The FTA official document containing substantially all FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project. The Master Agreement is generally revised annually. The Master Agreement is incorporated by reference and made part of each FTA grant, Cooperative Agreement, and amendment thereto.

aa. NEPA: National Environmental Policy Act (NEPA), signed into law by President Nixon January 1, 1970,42 USC Section 4321-4370d declared a national policy to safeguard the environment and created the Council on Environmental Quality in the Executive Office of the President. To implement the national environmental policy, NEPA requires that environmental factors be considered when Federal agencies make decisions and that a detailed statement of environmental impacts be prepared for all major Federal actions significantly affecting the quality of the human environment.

bb. Net Present Value: The discounted monetized value of expected net benefits (i.e. benefits minus costs). It is calculated by assigning monetary values to benefits and costs, discounting future benefits and costs using an appropriate discount rate to obtain a present value, and subtracting the sum total of discounted costs from the sum total of discounted benefits.

cc. Net Proceeds from the Sale of Project Equipment and Real Property: The amount realized from the sale of property no longer needed for transit purposes less the expense of any actual and reasonable selling and fixing-up expenses.

dd. Overhaul: Systematic Replacement or upgrade of systems whose useful life are less than the useful life of entire vehicle.

ee. Preventive Maintenance: Is defined as all maintenance costs related to vehicles and non-vehicles. For general guidance regarding eligible maintenance costs, the grantee should refer to the definition of"maintenance" in the most recent National Transit Database (NTD) reporting manual.

ff. Program Income: Gross income received by the grantee or sub grantee directly generated by a grant supported activity, or earned only as a result of the Grant Agreement during the grant period (the time between the effective date of the grant and the ending date of the grant reflected in the final financial report.

gg. Program of Projects: A list of projects to be funded in a grant application submitted to FTA by a designated recipient. The program of projects (POP) lists the sub-recipients and indicates whether they are private non-profit agencies, governmental authorities, or private providers of transportation service, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the POP includes a brief description of the projects, total project cost, and Federal share for each project.

hh. Projects: For the purposes of the FTA program, public transportation improvement activities funded under an executed grant.

n. Project Activity Line Item (ALI): The description and dollar amount contained in the budget for an approved grant activity associated within a particular scope approved as part of a grant. ALis under each scope are informational and are used as tools for FTA and the grantee to manage the grant. Quantities of rolling stock and other project property, where applicable, must be recorded at the project ALI level. Revisions to ALI amounts are allowable as budget revisions.

JJ. Project Property: Includes equipment, real property, supplies, and rolling stock.

kk. Project Scope: The broad purpose of a specific project within a grant. There may be multiple scopes identifying each of the different projects within a grant and each scope may contain a number of activities which represent the estimate of actions needed to complete the project. FTA reserves the right to consider other information in determining the "scope of the project" when that term is used for legal purposes. See the Master Agreement.

ll. Public Transportation: Transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by AMTRAK. The terms "transit," "mass transportation" and "public transportation" are used interchangeably in transit law.

mm. Real Property: Land, including affixed land improvements, structures, and appurtenances. It does not include movable machinery and equipment.

nn. Realty/Personality Report: A realty/personality report is a listing of items of real estate to be appraised and items of personality to be moved. Real estate is the land and anything permanently affixed to the land, such as buildings, fences, and those things attached to the buildings, which if removed, deface the structure or integrality ofthe building, such as plumbing, heating fixtures, etc. Personal property, on the other hand, is the right or interest in things of a temporary or moveable nature. State law varies on the definition of real property and personal property; therefore, the grantee should rely on their State law's definition of real property and personal property.

oo. Rebuild: A recondition at the end of useful life to create additional useful life.

pp. Recipient: An entity that receives funds from FTA, whether as a direct recipient or an indirect recipient. For purpose of this circular, FTA uses the term recipient interchangeably with the terms grant recipient and grantee.

qq. Remaining Federal Interest for Dispositions Before the End of Useful Life: Is the amount calculated by multiplying the current fair market value or proceeds from sale by FTA's share ofthe equipment. Fair market value is the greater of the unamortized value of the remaining service life based on straight line depreciation of the original purchase price or the Federal share ofthe sales proceeds.

rr. Remaining Federal Interest for Real Property: Federal interest is the greater of the fair market value of the property, or the straight line depreciated value of improvements plus land value.

ss. Sales Proceeds: Sales Proceeds are the net proceeds generated by the disposition of excess real property or equipment that was purchased in whole or in part with FTA grant funds.

tt. Sub recipient: A State or local government authority, nonprofit organization, or operator of public transportation services that receives a grant indirectly through a recipient.

uu. Useful Life: The expected lifetime of project property, or the acceptable period of use in service. Usefullife of revenue rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from service. See Chapter IV of this circular; and the most recent versions of Circular 9030.1 and Circular 9300.1 Capital Program. Used interchangeably with "service life."

vv. Shared Use: Those instances in which a project partner, separate from the transit agency or grantee, occupies part of a larger facility and pays for it's prorate share of the construction, maintenance, and operation costs.

ww. Straight Line Depreciation: Method that is considered as a function of time instead of a function of usage. This method is widely used in practice because of its simplicity. It basically assumes that the asset's economic usefulness is the same each.

xx. Supplies: All tangible project property other than equipment with a unit value of less than $5,000.

yy. TEAM-Web: Web-based application use for administering and managing FTA grants most commonly referred to as "TEAM." TEAM stands for Transportation Electronic Award and Management (TEAM) system.

zz. Transit Enhancements: Projects or project elements that are designed to enhance public transportation service or use and are physically and functionally related to transit facilities. Eligible enhancements include historic preservation, rehabilitation, and operation of historic public transportation buildings, structures, and facilities; bus shelters; landscaping and other scenic beautification; public art, pedestrian access and walkways; bicycle access; transit connections to parks within the grantee's transit service area; signage; and enhanced access for persons with disabilities to public transportation.

aaa. Uneconomical Remnant: A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.

bbb. Unliquidated Obligations: Funding commitments that have been incurred, but for which outlays have not yet been recorded because goods and services have not been received. Unliquidated obligations should be accounted for on Line D of the Financial Status Report (FSR).

ccc. Value Engineering: An analysis ofthe functions of a project, performed by qualified agency or contractor personnel, directed at improving performance, reliability, quality, safety, and life cycle costs.

# Chapter I

## Program Goals and Objectives

### I-A Federal Program Goals

1. The over all national goals of the Section 5311 program are: (1) to enhance access in non-urbanized areas to health care, shopping, education, employment, public services and recreation; (2) to assist in the maintenance, development, improvement and use of public transp011ation systems in rural and small urbanized areas; (3) to encourage the most efficient use of all federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; and (4) to provide for the participation of private transportation providers in non-urbanized transp011ation services to the maximum extent feasible.

2. The goal of the Section 5310 program is to provide assistance in meeting the special transportation needs of elderly persons and persons with disabilities. The Section 5310 program is designed to supplement FTA's other capital assistance programs by funding transportation projects for elderly persons and persons with disabilities in all areas - urbanized, small urban, and rural. The program seeks to enhance coordination of federally assisted programs and services in order to encourage the most efficient use of Federal resources and achieve the national goal of improved mobility for elderly persons and persons with disabilities.

3. The goal of the New Freedom formula grant program is to provide additional tools to overcome existing barriers facing Americans with disabilities who are seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. This formula grant program seeks to reduce barriers to transportation services and expand the transportation mobility options available to people with disabilities beyond the requirements of the ADA of 1990.

4. The goals of the JARC program are to improve access to transportation services to employment and employment related activities for welfare recipients and low-income individuals; and to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities. Federal assistance is made available for transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals, and of reverse commuters regardless of income. The program requires coordination of Federally-assisted programs and services in order to make the most efficient use of Federal resources.

## I-B State Policy and Goals

Coordination between the Mississippi Department of Transportation and other state agencies and stakeholders that have interests in public, human service and specialized transportation is necessary to provide the most efficient and effective transportation services available. State agencies involved in rural and specialized transportation have been encouraged by the MDOT to require that potential recipients of federal funds administered by each agency will address coordination or consolidation of public and human service programs. Elected Officials have been encouraged to assist in leveraging available federal funds by providing matching funds and in kind support for local transportation service providers. The overall goal is to effectively and efficiently serve a broad range of cons umers, including the general public as well as to the extent practicable, serve persons or groups who are eligible for various specialized transportation assistance services.

As an additional statewide transpottation goal, the MDOT is committed to providing sufficient transportation alternatives to allow all citizens, including the elderly, low income and those with disabilities, greater accessibility to employment and educational opportunities, social and recreational oppotttmities, and medical facilities. To accomplish these goals requires that MDOT's policies reflect: (1) support for the development of rural general public transportati o n serv ices that are not restrictive or exclusionary, and (2) ensuring the equitable di stribution of transportation service in rural areas and small urban communities. To achieve the overall goals, MDOT's policies and procedures will focus on the following:

1. Providing assistance to local areas in assessing the need for and development of public transportation services;

2. Encouraging the involvement of the private sector 111 the provtston of servtce;

3. Coordinating transportation resources at the local, regional and state level;

4. Planning for and supporting the effective utilization of existing resources as well as new resources; and

5. Implementing the transp01tation provlSlons of the Americans with Disabilities Act to the greatest extent practical , vi a publi c tra nsit or coordinated transportation projects.

## I-C <u>State Program Objectives</u>

The following objectives have been established by MDOT as necessary to achieve the overall state goals:

**To encourage the provision of transportation services to the general public, it shall be the policy of MDOT to:**

Provide financial support and teclmical assistance to local private (non-profit) and public transportation projects, recognizing that these projects may need planning, operation administrative and capital assistance; and

Encourage the use of social service transportation projects to serve the general public on a fare-paying basis;

Limit funding to agencies, entities, groups and /or organizations that do not provide services that are accessible to the general public;

Require that federal and state funds, especially Section 5311 and JARC, are targeted to general public transportation services

**To encourage the participation of private providers, it shall be the policy of MDOT to:**

Promote cooperation and communication among MDOT's transportation contractors and the private sector for the purpose of affo rdin g the private sector the opportunity to participate in rural public transp01iation services, where practical.

**To better coordinate transportation functions throughout the state, it shall be the policy of MDOT to:**

Examine the present policies of other state agencies to see what baniers exist to the coordination of transportation opportunities;

Encourage the elimination, wherever possible, of all identified barriers to coordination by amending present policies and procedures, e.g. Aging programs, TANF, Head stmi and Medicaid;

Coordinate transportation opportunities at the state level, while encouraging and supporting the coordination of transportation resources at the federal and local level;

Cooperate with all levels of government toward achieving more efficient and effective transportation projects and program; and

Maintain the Interagency Transportation Committee (ITC) as an advisory body to assist (as needed) in the plmming and evaluation of transportation programs, projects and plans.

**To achieve transportation program effectiveness and efficiency, it shall be the policy of MDOT to:**

Support and utilize, wherever practical, existing transportation resources, pub!ic or private, before new resources are made available through public funds;

Assure maximum utilization of existing transportation services and eliminate duplication to the greatest extent practical;

Encourage state agencies to make every effort to give priority funding to those transportation programs or services that contain a local or regional transportation coordination mechanism and are included in an adopted local human services-public transit coordinated plan. Such a mechanism should be recognized by appropriate local public, entities, e.g. city or county government, along with the required plmming authority, such as the local Planning and Development District or the Metropolitan Planning Organization. The approved transpmiation coordination project/program that derive from the local collaboration efforts must integrate all available human services transportation, along with willing, able and cost-effective private providers; and

Apply as appropriate, planning and evaluation methodologies that are designed to view transportation resources as inter-related with factors that impact on economic development as well as overall quality of life issues.

**To encourage local-state-federal partnerships, it shall be the policy of MDOTto:**

Promote cooperation among the different levels of government through the sharing of information about the MDOT's transportation programs; and

Provide local, regional and state agencies with technical, administrative or advisory assistance to plan, improve, implement or operate public transportation serv1ce;

Develop, lead, participate and promote statewide, regional, and local coordination and planning effmis.

**Additional objectives:**

Develop, implement and update plans as well as procedural documents to guide in planning, programming, budgeting, monitoring and evaluating public transpmiation systems and projects;

Support the development of a coordinated intermodal transpmiation network;

Provide the opportunity for affected citizens, users and providers to participate in the development of federally funded public transportation plans and programs;

Make transportation resources available and accessible to the general public with emphasis on the economically disadvantaged, aged and disabled; and

Reduce the public's dependency on energy inefficient transportation modes through improvement and promotion of public transportation services.

## I-D Background

The Mississippi Department of Transportation was created by the Mississippi State Legislature in the Regular Session of 1992 by Senate Bill No. 2763. The purpose of this act was to "create a Mississippi Depatiment of Transportation governed by elected Transpmiation Commissioners." Legislative action designated the Mississippi Department of Transporiation as the state agency responsible for administering Federal Transit Administration (FTA) programs relating to rural and specialized public transportation. Additionally, the Governor of Mississippi, in accordance with Section 5311(a) of the SAFETEA-LU, as amended, has designated the Mississippi Department of Transportation as the agency to receive and administer federal FTA program funds. The Transportation Commission has authorized the Public Transit Division to apply for and administer FTA grant funds.

On behalf of the MDOT, the Public Transportation Division, through the Office of Intermodal Planning, will seek to fulfill the mandated duties in the areas of FTA transporiation progrmn management and grant administration. By reference, the MDOT hereby incorporates the provisions of the previously identified FTA Circulars into this State Mm1agement Plan.

## I-E References


1. Federal Transit Laws, Title 49, United States Code, Chapter 53.

2. Safe, Accountable. Flexible, Efficient Transportation Equity Act: A Legacy for users (SAFETEA-LU)

3. Intermodal Surface Transportation Efficient Act of 1991 (P.L. 102-240).

4. Transportation Equity Act for the 21st Century (P.L. 105-178).

5. Surface Transportation Assistance Act of 1982 (P.L. 97-424).

6. FTA Circular 9040.1F, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions", dated April 1, 2007.

7. "Uniform Administrative Requirements for Grants and Agreements to State and Local Governments", 40 C.F.R. Part 18.

8. OMB Circular, A-133, "Audits of State and Local Governments and Non-Profit Organizations," June 27, 2003.

9. OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", dated May 2004.

10. FTA Circular 4220.1F, "Third Party Contracting Requirements", updated November 2003.

11. FTA Circular 4704.1, EEO Program Guidelines Requirements", dated June 26, 1988.

12. "Americans with Disabilities Act of 1990", as amended.

13. Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L 100-17).

14. FTA Circular 9070.1F, "The Elderly and Persons With Disabilities Program Guidance and Application Instructions" dated May 1, 2007.

15. U.S. Department of Transpot1ation, "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs", 49 CFR Par1 26 and Federal Register, dated February 2, 1999.

16. Federal Highway Administration/Urban Mass Transportation Administration, "Environmental Impact and Related Procedures", 23 CFR Par1s 660 and 661, dated September 15, 1983.

17. Federal Transit Administration, "Buy America Requirements", 49 CFR Pa11s 660 and 661, dated September 15, 1983. Certification updated November 2003.

18. 49 CFR Parts 27 and 609, "Nondiscrimination on the Basis of Handicap in Financial Assistance Programs; Final and Proposed Rules".

19. 49 CFR Part 604, "Charter Service, Final Rule".

20. OMB Circular A-110, "Uniform Administrative Requirements Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit Organizations".

21. OMB Circular A-122, "Cost Principles for Nonprofit Organizations", Revised May 2004.

22. UMTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for FTA Recipients", dated May 13, 2007.

23. FTA Circular 4716.1A, "Disadvantaged Business Enterprise Requirements for Recipients and Transit Vehicle Manufactures".

24. FTA Circular 5010.1 C, "Urban Mass Transportation Project Management Guidelines for Grantees", dated October 1, 1998.

25. FTA Circular 9030.1, "Urbanized Area Fmmula Program Grant Application Instructions", dated October 1, 1998.

26. UMTA Circular 9500.1, "Intergovernmental Review of FTA Planning, Capital and Operating Programs and Activities", dated March 30, 1984.

27. 42 U.S.C. Chapter 85, Clean Air Act, as amended.

28. U.S.C. 794, Section 504 ofthe Rehabilitation Act of 1973.

29. National Enviromnental Policy Act, 42, U.S.C. Section 4321 et seq. h.16 U.S.C. Section 470, "National Historic Preservation Act".

30. 49 CFR Part 17, "Intergovernmental Review of Department of Transportation Programs and Activities".

31. 49 CFR Part 20, "New Restrictions on Lobbying".

32. 49 CFR Part 605, "School Bus Operations".

33. 49 CFR Part 622, "Enviromnental Impact and Related Procedures".

34. 49 CFR Part 661, "Buy America Requirements: Surface Transportation Assistance Act of 1982, as amended".

35. 49 CFR Part 663, "Pre-award and Post-Delivery Audits of Rolling Stock Purchases," (and additional guidance published in the Federal Register, dated 3-31-92).

36. 49 CFR Part 665, "Bus Testing"

37. FTA Circular 7010.1, "Capital Cost ofContracting", dated 12-5-86.

38. FTA Circular 9045.1 "New Freedom Program Guidance".

39. FTA Circular 9050.1 F "Job Access and Reverse Committee Program Guidance".

## I-F **State Role in Program Administration**

1. On behalf of the Transportation Commission, the Executive Director of MDOT shall have principal responsibility and authority for the administration of **the FTA funded formula grant programs that are included in this State**

**Management Plan** (i.e. Section 5311 (including RTAP); Section 5310 ; Section 5316 and Section 5317 Programs). The MDOT shall administer the programs through the Office of Interrnodal Transportation Planning, Public Transit Division in accordance with guidance published by the Federal Transit Administration and in accordance with other applicable existing federal regulations and applicable state laws pertaining to the administration of federal grants.

The Public Transit Division may consult and collaborate with stakeholder groups and advisory entities in the planning and implementation of the FTA formula grant programs. These groups /entities will include the InterAgency Advisory Committee and various Regional Coordinated Plarming Work Groups.

2. This State Management Plan, which has been approved by the Mississippi Transportation Commission as appropriate, sets forth the policies and procedures to be used by the various offices and divisions of the MDOT in the administration of the various grants and management of the designated transit programs.

3. Substantive revisions and amendments to the State Management Plan shall be subject to review and approval by the Executive Director and/or the Transp011ation Commission as appropriate.

4. The Public Transit Division's responsibilities shall include, but not necessarily be limited to, the following roles:

   a. Announcing the availability of funds;

   b. Reviewing project applications;

   c. Developing grant applications;

   d. Managing programs and administer federal grants;

   e. Certifying the eligibility of project applicants and project activities;

   f. Developing contract agreements;

   g. Assuring compliance with applicable rules and regulations;

   h. Processing payment requests in accordance with the MDOT's standard operating procedures;

   1. Making technical and management assistance available to local projects;

J Monitoring local contractor's projects to ensure compliance with federal requirements;

k. Ensuring timely and proper audit and close-out;

l. Developing and maintaining a State Management Plan;

m. Assisting in developing Statewide Transportation Plans; and

n. Assisting in meeting FTA reporting requirements.

o. Developing, implementing and promoting statewide and regional coordination efforts and initiatives;

p. Reviewing and developing as appropriate local coordinated human services public transit plans

5. The responsibilities of the Interagency Transportation Committee shall be to:

a. Review project applications for assistance under the transportation programs administered by MDOT;

b. Make recommendations concerning eligible applicants for funding to the Executive Director through the Public Transit Division/ Office of Intern1odal Plmming, ofMDOT; m1d

c. Review and comment on other transportation documents, programs or initiatives as requested by the Public Transit Division/ Office of Intermodal Planning.

6. Responsibilities of the Regional Coordinated Plmming Groups shall be to:

a. Participate in local assessments of transportation needs and gaps

b. Develop local coordinated human services – public transit plans ;and

c. Review and comment to MDOT on local/regional transportation project or strategies that address identified gaps in service or unmet needs.

# Chapter II

## Section 5311 Program

### II-A Section 5311 Projects -Eligible Recipients

1. Eligible recipients of Section 5311 assistance include: municipalities; state agencies; local public bodies and agencies thereof (unless prohibited by state statutes); private non-profit organizations/groups; Indian tribes; and operators of public transportation services. Private for-profit operators, while encouraged to participate in the planning and provision of Section 5311 services, may participate directly as providers only through contracts with eligible recipients or via the MDOT's Intercity Bus Program.

2. Private transportation companies, private non-profit corporations providing public transportation services, and non-profit institutions of higher learning are eligible to receive Section 5311 financial assistance provided the proposed services are designed and operated to ensure accessibility by the general public; and any request for financial assistance is endorsed by resolution of the appropriate public governing body or bodies affected by the proposed services. Such assistance may be awarded directly to private non-profit organization or may be provided through a third party contract.

3. Other Eligible Recipients - the prioritization and selection of Section 5311 projects for funding is the responsibility of MDOT as the designated state agency. Applicants for or recipients of Section 5311 assistance involving Section 5307 or private intercity carriers will be evaluated based on the provisions of FTA Circular 9040.1F and this Management Plan as appropriate. To the greatest extent practical, MDOT will promote the coordination of services and encourage cooperation with the private sector.

4. Section 5311 projects may, with substantial justification approved by MDOT, design project services to target use by transportation disadvantaged persons (i.e., clients of human service agencies); however, the general public must be routinely afforded the opportunity to use transportation services funded by Section 5311 assistance.

5. The Public Transit Division shall utilize the following guidelines in detennining the eligibility of an applicant as a general public service provider:

   a. The applicants' service delivery plan must address coordination of resources to assure not only availability of services, but also general public accessibility and cost-effectiveness as major factors;

   b. The applicant must demonstrate positive steps to market the availability of the services to the general public, which may include, but are not limited to

public hearings, the publication or dissemination, at periodic intervals, of the projects information about services;

c. The applicant must demonstrate local involvement in and support of the proposed project;

d. The applicant must submit documentation about the proposed project's policy for charging fares to the general public and for contracting transportation services to other agencies. In the absence of fares comparable revenue to off-set project cost must be documented;

e. The applicant's proposal must clearly commit to making all FTA funded vehicles open for public use;

f. The applicant's level of service to the public should be based upon variables such as; travel demand, accessibility, service availability and public comments; a procedure for receiving public comments should also be demonstrated;

g. The applicant must demonstrate administrative and financial capabilities to receive and administer federal funds; and

h. The applicant must demonstrate the requisite authority and commitment to comply with all federal and state regulation, laws and administrative guidance, by executing all required certifications and assurances.

6. The project application must include evidence substantiating the availability of services to the general public.

## II-B **Eligible Service Areas**

1. Section 5311 funds are available to assist general public transportation projects in non-urbanized areas.

2. The terms *"non-urbanized* and *rural* areas" are used synonymously to mean any area outside an urbanized area, as designated by the Bureau of the Census. An urbanized area consists of a core area and the surrounding densely populated area with a population of 50,000 or more, with boundaries fixed by the Census Bureau or extended by state and local officials. Since the goal of Section 5311 is to enhance access of people living in non-urbanized areas, Section 5311 projects may include the transportation of non-urbanized residents to and from urbanized areas. If Section 5311 funds are used in a joint urbanized/non-urbanized area project, Section 5311 funds must be used proportionately to assist the non-urbanized portion of the service area.

3. For purposes of this SMP, "Public Transportation" is intended to mean transportation by bus or other conveyance, either publicly or privately owned, which provides services to the general public (not including charter, sightseeing, or exclusive school bus services) on a regular and continuing basis.

## II-C **Eligible Assistance Categories**

1. Consistent with the federal statutory requirements, MDOT may allocate an amount not to exceed 15 percent (15%) of its annual federal appropriation to support state administration expenditures. A portion of these funds, along with funds from the Rural Transportation Assistance Program, may be also designated for planning, demonstrating projects and providing teclmical assistance to or by local recipients. These allocations are at the discretion of MDOT and are funded at 100% Federal share. MDOT reserves the right to allocate a portion of these funds to local recipients for the same purposes. Such allocations may have a local matching share requirement.

2. Eligible project costs shall be determined in accordance with OMB Circulars A-87, A-102, A-122 and A-110, as well as other guidance issued by the Federal Transit Administration and the Mississippi Department of Transportation pursuant thereto.

3. Eligible project costs are defined in this Management Plan, Contract Agreements, FTA Circular 9040.1F, and OMB Circulars A-87, 110 and 102. These circulars define assets, liabilities, revenues and expenditures. These definitions shall be used in all of the Department's external Section 5311 contracts. **Expenditures shall be defined in three (3) categories: capital, project administration and operating.**

   **a. Project Administrative Expenses:**

   (1) Project administrative expenses include and are generally limited to administrative costs such as:

   (a) Salaries and fringe benefits of the project director, secretary, bookkeeper, or other personnel performing job duties of an administrative nature:

   (b) Office supplies, software, office equipment;

   (c) Facilities and equipment rental;

   (d) Travel and professional membership;

   (e) Marketing;

   (f) Professional services;

(g) Stafftraining; and

(h) Property insurance/bonds.

(2) Eligible administrative costs are further identified in OMB Circulars A-87 and/or A-102, A-122 and A-110; MDOT's Contract Agreements; and FTA Circular 9040.1F.

(3) Certain other project expenses may be considered as project administrative expenses with the prior written approval of the MDOT. These costs include:

(a) Interest on short term loans to finance project administration or operating costs where the loan was necessary because of a delay in the federal apportionment of Section 5311 funds or where there are delays in the MDOT's execution of the Project Agreement; and

(b) Administrative costs for promoting and coordinating ridership activities if the activity is part of a coordinated public transportation program.

(4) Indirect costs and overhead rates may be approved to the extent that they have been reviewed by MDOT; supported by an approved indirect cost plan; and program funds are available to reimburse them.

**b. Project Operating Expenses**

(1) Operating expenses are those costs directly related to system operations and may include, but are not limited to, such items as:

(a) Fuel and oil;

(b) Replacement tires;

(c) Maintenance and repair labor charges or contracts;

(d) Spare parts, tools, and other items necessary for the repair and maintenance of public transportation facilities and equipment having a unit cost of $500 or less and useful life ofless than one year;

(e) Salaries and fringes of drivers, mechanics, dispatchers or other personnel performing job duties supporting the system operations;

(f) Licenses, fees and operating taxes;

(g) Insurance and bonding; and

(h) Drug testing.

(2) Eligible operating costs are further identified in OMB Circular A-87 and/or A-122, MDOT's Contract Agreements, and FTA Circular 9040.1F.

**c. Capital Expenses**

(1) Capital expenses include the acquisition, construction and improvement of public transit facilities and equipment needed for an efficient and coordinated public transportation system. Examples of eligible capital costs include, but are not limited to:

(a) Buses, vans or other Para transit vehicles;

(b) Radios or other communications equipment;

(c) Bus stop signs, benches or shelters;

(d) Wheelchair lift restraints and related vehicle modifications;

(e) Vehicle rehabilitation where candidate vehicles meet extended useful life and rehabilitation cost limits established by the Public Transit Division;

(f) Construction or rehabilitation of transit facilities including design, engineering and land acquisition;

(g) Construction of or improvements to park-and-ride lots, where such facilities are served by public transportation or ridesharing modes that are a form of public transportation;

(h) Computer hardware and system software;

(i) Spare parts, tools or equipment with a unit cost over $500 and a useful life of more than one (1) year;

G) Lease of equipment or facilities when lease is more cost effective than purchase, based on MDOT's analysis of criteria that will be developed for determining cost effectiveness; and

(k) Preventive maintenance, defined as associated maintenance costs;

(1) The capital cost of contracting as allowed by FTA Circular 7010.1, dated December 5, 1986.

(2) The purchase of used equipment may be an eligible capital expense with the prior approval of the MDOT. The project must substantiate that the proposed purchase price represents fair market value and that the equipment is in sound working order so the project can anticipate a reasonable period of remaining useful life.

(3) Eligible capital costs are further identified in OMB Circular A-87, A-122, MDOT's Contract Agreements, FTA Circular 9040.1FF and FTA Circular 9070.1F.

(4) Joint development projects as illustrated by (FTA Circular 9300. lA, "Capital Program: Grant Application Instructions.

(5) The provision of ADA Para transit service (may not exceed ten percent of the project's total FTA assistance and may be used only by contractors that are in compliance with ADA requirements for both fixed route and demand responsive service).

**d. Ineligible Costs.**

(1) OMB Circular A-87 and/or A-122 defines items that are ineligible for reimbursement under all federal grant programs. Among the more common items are:

(a) entertainment expenses;

(b) fines and penalties;

(c) charitable donations; and

(d) interest expenses on loans (not previously approved by MDOT).

(2) Additionally the following transit related expenses are ineligible for Section 5311 assistance:

(a) Indirect transit related functions or activities of local public governing bodies performed as a normal direct aspect of public administration (e.g., expenses of a city council in considering transit matters);

(b) Depreciation accrued by public agencies on facilities or equipment purchased with federal funds (federal share only); and

(c) Contributions from Federal grant funds to a capital reserve account.

(3) Expenses associated with the provision of charter services are ineligible and, therefore, Section 5311 projects must maintain a separate account for charter services. These funds may be used as part of the local matching share(s).

## li-D **Federal and State Participation Ratios**

1. The federal share of all project administrative and capital expenditures shall not exceed eighty percent (80%) of net costs, including the application of all revenues used to offset costs.

2. Without substantial justification and concurrence from PTD, project administrative expenses may not exceed twenty percent (20%) of the adjusted total budget (i.e. total budget less insurance, major capital cost, e.g. facilities and related equipment and/or vehicles) and.

3. Funds provided through the Multi-modal Transportation Improvement Program may be used to directly support or match eligible project costs.

4. The federal share of operating expenditures shall not exceed fifty percent (50%) of net operating costs, including the application of program income (e.g. fare box and other operating revenues) and excess local/ match revenues.

## li-E **Program Income**

1. In defining program income MDOT recognizes revenue generated directly and indirectly from project supported (i.e. contract supported) activities. Program income does not include sale proceeds (these proceeds are considered as revenues that may be used for capital replacement accounts, to purchase vehicles and other local match).

2. Program income refers to gross income earned by the contractor/sub-recipient as a result of the current agreement. In this context income is to be applied to activities/costs associated with the contract period.

3. MDOT's policies for recognition and treatment of program income are governed by 49 C.F.R., Part 18, and the Common Rule.

4. General. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, except as otherwise provided in regulations, program income does not include interest on grant funds, rebates, credits, discounts, refunds, etc., and interest earned on any of them.

5. Accountability. Contractor/sub-recipients must account for program income in their accounting system, which is subject to audit. The accounting system must be capable of identifying program income and the purpose(s) for which it was used.

6. Use. Contractors/sub-recipients must use program income for public transit purposes. These include planning, capital, administrative or operating expenses.

7. In accordance with the provisions of FTA Circular 9040.1 FF, MDOT allows income from contracts to provide human service transportation to be used to reduce the net project cost or to provide local match for Section 5311 operating assistance. In either case, the cost of providing the contract service is included in the total project cost. Because the manner in which a sub-recipient applies income from human service agencies to a project affects the calculation of net operating expenses and, therefore, the amount of Section 5311 operating assistance the project is eligible to receive, the MDOT reserves the right to limit the application of this option. The priority shall be placed on the use of income to reduce the federal share of eligible cost. Program income may not as a general rule, be used to refund the local share of the grant award from which it was earned, but may be used for other transit MDOT funded contracts. In individual cases, MDOT may work with individual projects to use flexibility in determining the most appropriate application of social service generated income.

## II-F Project Revenue

### 1. Definition/Limitation

a. For purposes of this SMP project revenue is a general term used to include grant funds income and contributions received by the contractor during project period.

b. All revenues are to be documented in the projects accotmting system and applied to the approved project.

## II-G Local Matching Share

### 1. Definitions/Limitations

a. Unless specifically authorized by DOT/FTA guidance or regulations, the eligible local match share for a Section 5311 grant must be from non-FTA sources of funding. Local match can include local, state, unrestricted Federal funds or other funds derived from non FTA purchase of service contracts consistent the latest FTA guidance or authorizing legislation.

b. In defining local match, MDOT has followed the FTA interpretation that allows funds received as a result of agreements with a state or local social

service agency or a private social service organization to be considered local match. This is true even if the source of these funds may have been another federal program exclusive of U.S. DOT funds. General guidelines for computing matching share are as follows:

(1) Project costs financed with cash contributions or donations to the project by other non-federal public agencies, institutions and private organizations, individuals or the sponsoring agency.

(2) Contributions, both cash and in-kind, may be accepted as portions of matching share to the extent such contributions meet the following criteria:

- are verifiable from the project's records;

- are not included as contribution for any other federally assisted program;

  are necessary and reasonable for proper and efficient accomplishment of project objectives, in accordance with FTA Circular 9040.1FF, OMB Circular A-122, OMB Circular A-128; OMB Circular A-87 or other federal or state guidance;

- are types of charges that would be allowable under OMB circulars cited above and;

- are provided for in the approved project budget.

c. MDOT encourages Section 5311 projects to use "Unrestricted Federal Funds" to match Section 5311 grants, within the statutory limits. Federal funds are considered "unrestricted" if the federal agency administering the funds specifically permits the funds to be treated as local match.

(1) Section 5311 project applicants are responsible for identifying unrestricted federal funds.

(2) Local funds required to match unrestricted federal funds may be treated as unrestricted federal funds. In no instances may these local (non-federal) funds be used as non-federal local match and unrestricted federal funds simultaneously.

(3) Section 5311 projects may accrue unrestricted federal funds by three methods: (1) direct federal grant payments made to the project (excluding FTA funds) (2) interdepartmental fund transfer or agreements; and (3) from the contributions of goods or services from

other organizations or programs that have utilized an umestricted federal funding source to finance the goods or services.

(4) Section 5311 projects may accrue umestricted federal funds in excess of the statutory limits set forth in Section 53ll(e) of the Federal Transit Act. The formula developed by the U. S. Department of Transportation will be used to calculate the amount(s) of umestricted federal funds to be used as revenue. This revenue must be deducted from the operating and/or non-operating expenses to determine the appropriate net cost.

d. Other examples of nonfederal local match that may be used for any or all of the local share include: state, county or local govermnent appropriations; public or private donations, dedicated tax revenues; net income from advertising and/or concessions.

e. Revenue derived from direct grants, direct local payments, portions of purchase of service contracts or contributions of goods or services may be used upon approval from MDOT as local cash match, or with MDOT approval, to fund capital replacement accounts. When used as revenue or local match these funds must be directly related to the eligible cost category being matched. When used to fund capital replacements the revenues must be based on an accepted allocation methodology.

f. Noncash shares of local match, often referred to as "cash equivalent" or "in-kind" are also eligible as a portion of the total local match share. As allowed by Circular 9040.1F and OMB circulars, non-cash shares such as donations, volunteered services or in-kind contributions are eligible to be counted toward the local match requirements only if the value of such is documented and approved by MDOT. Further guidance on this subject is found in 49 CFR, part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-87, A-110 and/or A-122.

**2. Capital and Administration Expenses - Match**

a. The twenty percent (20%) local matching share for capital and or administrative expenditures, may be provided for in cash, umestricted federal funds, or a combination of cash and cash equivalent to the extent that Section 5311 participation remains at the regulatory limit of no more than 80%.

b. "Local Cash" may include local contributions, appropriations, dedicated tax revenues, or excess profit generated from eligible project services.

c. "Cash equivalent" in the case of capital expenses means the contribution or donation of some portion of the acquisition, construction, or improvement of

public transportation facilities or equipment. An example of such a contribution would be the donation of land on which a public transportation maintenance facility was to be constructed. Such noncash sources of local match are eligible only if the value of the contribution is formally documented and supported in accordance with OMB Circulars. "Cash equivalent" means the contribution or donation of goods, services, or labors directly related to the administrative or overhead functions of the Section 5311 project and are allowable only when the donation is formally documented and supported in accordance with OMB Circular A-102 and/or A-87.

d. Unrestricted federal funds used as match must be directly related to the eligible cost category being matched. An example in the administrative category would be the use of a Title X (Older Americans Act of 1965, as amended) worker as a coordinator.

e. Administrative expenses eligible for reimbursement shall be determined by subtracting all non-operating revenues or contra-revenues from the total administrative expenses approved in the budget.

f. Contra-expenses are defined as revenue(s) used to directly offset transit expenses. Like fare box revenues, contra-expenses are eliminated from the deficits eligible for Section 5311 assistance. Examples of contra-expenses include:

(1) Cash discounts and refunds which directly offset accrued expenses;

(2) Rebates of sales and use taxes;

(3) Reimbursements that directly offset accrued liabilities.

**3. Project Operating Expenses - Match**

a. Consistent with Section 5311 (e) of the Act, MDOT has established a limit of 50% of the project's operation deficit as the maximmn federal share. **The local match share provided must therefore be at least 50% of the net operating cost, i.e. cost minus revenue deductions.**

b. At least one-half of the local matches must be provided m cash. The remaining one-half of the local match may be provided in cash, cash equivalent, or from other unrestricted federal funds.

c. "Local Cash" may include appropriations, federal funds dedicated for revenues, dedicated taxes or profit generated from charter services.

d. "Cash equivalent" means the contribution or donation of goods, services, or labor directly related to the operation functions of the Section 5311 project and is eligible only if the value of the contribution or donation is formally documented and supported in accordance with OMB Circular A-102.

e. When revenues that are used as the Project's local matching share exceed the minimum 50% of the net operating cost such funds may be considered excess revenue. The excess is to be used to reduce the FTA share of the net operating cost or to fund additional eligible project expenses not already reimbursed in the approved project budget. Authorization to use excess revenues, for any purpose other than reducing the federal share must be obtained by the project in writing from the MDOT. Use **of** excess **revenue must be documented in the year-end financial reports and audit (if required).**

(1) Earned program income derived from the expenditure of Section 5311 funds must be used to reduce eligible operating cost or as local cash match.

(2) Consequently, excess local match derived from purchase-of-service agreements, advertising revenue(s), unrestricted federal funds used as local or charter profit(s) must be used first to reduce the 50% maximum FTA share of net operating cost. If the project desires to use excess revenues to fund additional project expenses in lieu of reducing the federal participation share, such a request must be justified and approved in writing by MDOT.

f. Net operating cost shall be determined by subtracting project operating revenues (e.g. fares "other revenues" and unrestricted federal funds used as revenue) and available contra-expenses from the total eligible operating expenses. Contra-expenses are defined as revenue(s) used to directly offset transit expenses. Like fare box revenues, contra-expenses are eliminated from the deficits eligible for Section 5311 assistance. Examples of operating contra-expenses include:

(1) Cash discounts and refunds which directly offset accrued expenses;

(2) Rebates of sales and use taxes;

(3) Interest on working capital; and

(4) Reimbursements that directly offset accrued liabilities.

g. Revenue derived from direct loan payments, purchase-of-service contracts, or contributions of goods, services, or labor financed wholly by local and/or state funds may be treated as local cash match.

h. Certain donations collected pursuant to regulations issued by the U.S. Department of Health and Human Services, and the Mississippi Department of Human Development Services, must be reported as Title III program income. Where these donations are utilized to purchase or provide additional transit service, the donations may be used as local cash match.

## 11-H Private Sector Participation

1. MDOT recognizes FTA's policy of affording private transportation providers the "maximum feasible" opportunity to participate in the provision of rural and small urban area transportation services. Consequently, all applicants and contractors must make assurances in writing that private providers are allowed to participate in the planning and/or providing of transit services.

2. Consistent with federal policy, MDOT, through the Public Transit Division, has incorporated the program requirements applicable to the evaluation of private sector service alternatives into the application and monitoring process. The Section 5311 application package requires that applicants demonstrate efforts to involve private sector providers.

3. **The major provisions of MDOT's Private Sector Participation Policy include:**

   a. Demonstrating the participation of private providers in current services.

   b. Documentation of all efforts to provide written notice of proposed services to private providers.

   c. Documentation of all meetings, hearings, or other opportunities for involving the private sector early in the project development process.

   d. Consideration of description and examples of private sector proposals offered by private providers. A justification must be given for exclusion of these proposals.

   e. Periodically reviewing existing services as requested.

   f. As appropriate developing a methodology for making true cost comparisons when there are two or more operators interested in the service(s). When comparing the service proposals of public and private providers, all fully allocated costs are to be included. This includes subsidies, capital grants and the use of public facilities.

g. A local mechanism for resolving complaints; complaints received are to be documented in the project files.

## II-I Project Selection Process

1. MDOT's project selection process is designed to comply with the Federal Transit Administration requirements for a fair and equitable distribution of the State's annual apportionment. The intent is to provide a competitive process that strives to ensure the maximum feasible coordination with other public and human service transportation services assisted by other Federal sources.

2. Section 5311 Priority of Projects

   a. Based on complete applications, Rural General Public Transportation Projects will be prioritized for funding as follows:

      (1). Projects receiving first priority will be existing Rural General Public Transportation transit systems that demonstrate effective coordination of available resources and have otherwise been operating satisfactorily based on the MDOT's monitoring, review and audit procedures.

      (2). The second order of pnonty will include established public transportation systems in operation under Section 49 U.S.C. 5311 of the Act.

      (3). The third priority will be for newly created rural general public transportation services.

      (4). The fourth priority will be given to projects previously funded under Section 5310 of the Federal Transit Act or providers of other special purpose transportation services not available to the general public that are establishing coordinated general public transit systems.

## II-J Section 5311 Project Selection Criteria

The following criteria have been established to guide the Division in selecting applicants for funding. These criteria will be used in evaluating all pre-applications and complete applications submitted to the Division.

**Criteria/Weight Factor**

1. Need for service in the project area for general public and special clients - Weight 35 points

**Guides for Ranking**

The number of potential and/or actual transportation users in service area not adequately served with existing system(s). The availability of under-utilized vehicles will also be evaluated.

_(O-1O) Documentation of service level need(s) or demand as evidence by ridership projections, surveys, demand analysis or documentation of unrnet requests for service. (10)

_(O-1O) Statement of measurable service delivery goals and specific objectives. (10)

_(O-1O) Documentation of system performance and improvement; (10)
- Increase in passenger trips over last two year's level.
- Expansion of service area;
- Increase in routes;
- Increase in hours of operation;
- Increase in the number of revenue vehicles;
- Response to marketing efforts.

_____(0-5) Documentation that proposed linkages or coordination will mcrease accessibility and or effectiveness of intercity bus service (e.g. services provided for un-served and underserved areas). (5)

**Criteria/Weight Factor**

2. Need for specific resources requested- Weight 30 points

**Guides for Ranking**

Evidence of clear justification for each item requested;

__(O-5) Documentation of need for routine capital equipment requested. (5)

__(O-5) Documentation of the need for additional resources to support intercity bus service. (5)

__(O-10) Documentation of need for staff positions requested. (10)

__(O-10) Documentation that allocation of resources, i.g. staff and vehicles reflect service demand. (10)

**Criteria/Weight Factor**

3. Accessibility of service to the general public- Weight 45 points

**Guides for Ranking**

Evidence that the proposed service(s) will be available to the general public, e.g. route schedules, total projected ridership, and average hours of operation per week, etc.;

"INFORMATION MAY BE OBTAINED THROUGH MONITORJNG AND PERFORMANCE DATA ACQUIRED BY MDOT's PUBLIC TRANSIT DIVISION."

__(0-5) Fixed route services are provided. (5)
__(0-5) Less than 5 days per week and 8 hours per day. (5) ----------\
___ (0-15) At least 5 days per week and 8 hours per day. (15) ----------
__(0-20) More than 5 days per week and 8 hours per day. (20) ---------/
__(0-5) Services are publicized. (5)
__(0-5) Linkages are shown with existing intercity bus routes and facilities. (5)
___ (0-10) Service(s) are designed and operated to encourage general public use (10)

**MARK ONLY ONE**

**Criteria/Weight Factor**

4. Service to the disabled and elderly- Weight 25 points

**Guides for Ranking**

Capacity and level of services provided to the disabled and elderly general public. Service provided to these groups must be reasonable by comparison with service provided to the general public;

__(0-5) Availability of accessible vehicles. (5)
__(0-5) Availability of demand response services. (5)
__(0-5) Availability of regularly scheduled services for disabled and elderly. (5)
__(0-5) Documentation of services provided to disabled and elderly persons. (5)
__(0-5) Discount fare available for elderly and disabled persons. (5)

**Criteria/Weight Factor**

5. Coordination with other transportation providers in the service area, both public and private- Weight 30 points

**Guides for Ranking**

The percentage of transportation providers, which are coordinated within the application proposal as compared to all transportation providers in the service area;

____ (0-5) Evidence of effort to coordinate: routes, shared vehicle use, maintenance, etc. with other public transportation providers in the service area. (5)

____ (0-5) Evidence of effort to coordinate with private providers, especially intercity carriers (e.g., shared facilities and feeder routes). (5)

____(0-10) Documentation of successful coordination effort(s). (10)

____ (0-10) Evidence that coordination effort(s) will result in an increased level of service efficiency and/or effectiveness, e.g. greater accessibility and reduced operating costs for general public specialized and/or intercity services (10)

**Criteria/Weight Factor**

6. Coordination with human service agencies which are not transit providers, especially those agencies capable of purchasing services- Weight 30 points

**Guides for Ranking**

The level of coordination is evidenced in the application between the social service agencies and the applicant. The extent of increased levels of efficiency that will be generated;

____ (0-5) Evidence of effort to coordinate transportation services with human service agencies, especially those capable of purchasing services. (5)

____ (0-10) Evidence of "purchase of service" contract(s) with human service agencies (10)

____ (0-10) Evidence that contractual effort(s) will result m an increased level of efficiency (10)

____ (0-5) Evidence that contractual effort(s) will result m an increased level of effectiveness. (5)

**Criteria/Weight Factor**

7. Extent of public involvement- Weight 25 points

**Guides for Ranking**

Evidence of public participation in developing the project proposal and participation in the local planning process;

__(0-5) Evidence of effort to secure public participation in the planning of the project. (5)
__(0-10) Evidence that a regional plan exist for service being proposed. (10)
__(0-10) Evidence that the project is included in the local/regional planning process, e.g. Metropolitan Planning Organizations (MPO's), Planning and Development Districts (PDD's), city or county planning process. (10)

**Criteria/Weight Factor**

8. Extent of local/government support- Weight 15 points

**Guides for Ranking**

Evidence of support (letters, resolutions, local match commitment) by local governments in providing resources to ensure continued viability of the project;

__(0-5) Documentation of support from local governments and others. (5)
__(0-10) Commitment of funds for local match from funding somces other than the applicant. (10)

**Criteria/Weight Factor**

9. Organizational structure and personnel to be used for transportation project - Weight 15 points

**Guides for Ranking**

History of applicant's experience in prov1s1on of public services and coordination of resomces. Organizational structme of applicant and incorporation purpose. Allotments of staff time to the transportation program;

__(0-5) Adequate number of staff (5)
__(0-5) Adequate type of staff (5)
__(0-5) Adequate allotment of staff time (5)

**Criteria/Weight Factor**

10. Efforts to integrate other resomces within the Section 5311 Program budget - Weight 25 points

**Guides for Ranking**

Extent of other transportation funds that are integrated into the proposed total project budget;

__(0-10) Documentation of funds available for overmatch that are included in the budget. (10)
___ (0-10) Documentation of funds used to offset non-operating expenditures. (10)
__(0-5) Documentation of efforts to integrate resources other than funds. (5)

**Criteria/Weight Factor**

11. Program Compliance- Weight 30 Points

__(0-5) Documentation of grantee's compliance with MDOT's monthly, semi-annual, and annual reporting requirements. (5)
__(0-5) Documentation of an adequate maintenance program. (5)
__(0-5) Documentation that all audit requirements were met. (5)
__(0-5) Documentation that all ADA reporting requirements are being met. (5)
__(0-10) Resolution of compliance issues that resulted from MDOT monitoring (10)

# Chapter III

## Job Access and Reverse Commute (JARC) Program (5316)

### III-A GENERAL PROGRAM INFORMATION

The JARC program is authorized under the proviSIOns set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5316. These provisions authorize the Secretary to make grants to recipients for access to jobs and reverse commute projects carried out by the recipient or a sub-recipient. The chief executive officer of each State or an official designee must designate a public entity to be the recipient for JARC funds. In urbanized areas with populations less than 200,000 and in non-urbanized areas, the State is the designated recipient. For these areas, the chief executive officer of a State designates a State agency responsible for administering the JARC program, and officially notifies the appropriate Federal Transit Administration (FTA) regional . office in writing of that designation. The chief executive officer of a State may designate the State agency that receives other than Urbanized Area (Section 5311) and/or the Elderly Individuals and Individuals with Disabilities (Section 5310) funds to be the JARC recipient.

1. **Small Urbanized Areas under 200,000 in population.** MDOT is the designated recipient and may apply directly to FTA for grant funds for itself and its sub-recipients under 200,000 populations. In order for projects to be implemented by transit providers in small urbanized areas, the MDOT, after consultation with responsible local officials and publicly owned operators of public transportation, may transfer JARC funds to Section 5307 for administration of competitively selected JARC projects within a Section 5307 grant to an eligible recipient under that program. This transfer also removes the oversight responsibility for those funds from the JARC designated recipient to the grant recipient under Section 5307. MDOT will only be responsible for the program requirements (such as competitive selection and certifying projects which were derived from a coordinated plan) and data collection for annual reporting purposes.

2. **Designated Recipient** As the designated recipient for non-urbanized areas, MDOTs overall responsibilities include conducting the competitive selection process, awarding grants to sub-recipients, providing project oversight and grants management. MDOT will apply to FTA for funding using the Transportation Electronic Award and Management (TEAM) system on behalf

of itself and/or eligible sub-recipients for JARC projects within the state. As the designated recipient MDOT staff is responsible for the following actions:

a. Conducting an area-wide or Statewide competitive selection process;

b. Certifying a fair and equitable distribution of funds resulting from the competitive selection process;

c. Certifying that each project selected was derived from a locally developed, coordinated public transit-human services transportation plan;

d. Certifying that local plans are developed through a process that included representatives of public, private, and non-profit transportation and human services providers and participation by the public. The designated recipient is not directly responsible for developing the coordinated plan, but is responsible for ensuring that the plan from which a selected project was derived was developed in compliance with the statutory requirements. An agency or organization other than the designated recipient may take the lead in developing the coordinated plan;

e. Managing all aspects of grant distribution and oversight for sub-recipients receiving funds under this program (e.g. monitoring local projects; ensuring that all program activities are included in the Statewide Transportation Improvement Program (STIP); as well as overseeing project audits and closeouts; and

f. Submitting reports as required by FTA.

3. JARC funds are obligated based on the annual program of projects included in a grant application. Since FTA does not conduct project-by-project review and approval of each project, MDOT shall ensure that local applicants and project activities are eligible and in compliance with Federal requirements and that the program provides for maximum feasible coordination of transportation services with transportation services assisted by other Federal sources.

1. The MDOT must certify to FTA annually that the sub-recipients have met or will meet all Federal requirements, including all metropolitan and statewide planning requirements.

2. Under Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18 (sometimes referred to as the "common grant rule" or "common rule"), the MDOT relies on state laws and procedures in the areas of financial management systems, equipment, and procurement for itself and its public entity sub-recipients. For private non-profit agencies, grant management requirements are contained in 49 CFR part 19, "Uniform Administrative Requirements for Grants and Agreements with

Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

**111-B Program Goal**

The goal of the JARC program is to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Toward this goal, the Federal Transit Administration (FTA) provides financial assistance for transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals, and of reverse commuters regardless of income. The program requires coordination of Federally-assisted programs and services in order to make the most efficient use of Federal resources.

**111-C Relationship to the Section 5311 Program.**

1. The Section 5311 program makes Federal funds available to assist in the development, improvement and use of public transportation systems in non-urbanized areas. While the overall objectives of the Section 5311 and JARC programs differ (that is, that Section 5311 is to provide transportation to the general public in non-urbanized areas, and JARC is to provide employment and employment related transportation services to the low-income population in both rural and urbanized areas and reverse commute programs), there are parallels which make it desirable for recipients and sub-recipients to consider all resources and plan for their use in a complementary way. **Local public transit providers are expected to participate in the development of a coordinated public transit-human service transportation plan along with JARC recipients.**

2. Under Section 5311, the Rural Transportation Assistance Program (RTAP) provides for technical assistance, training, and related support services in non-urbanized areas. JARC providers may participate in RTAP sponsored activities, at the MDOT's discretion, as long as the activities are primarily designed and delivered to benefit non-urbanized transit providers.

**111-D Coordination Provisions**

Federal transit law, as amended by SAFETEA-LU, requires that projects funded from the, Job Access and Reverse Commute (JARC, Section 5316), program be derived from a locally developed, coordinated public transit-human services transportation plan (''coordinated plan"). A coordinated plan should maximize the programs' collective coverage by minimizing duplication of services. Further, a coordinated plan should be developed through a process that includes representatives of public, private and non-profit transportation and human

services providers, and participation by the public. A coordinated plan may incorporate activities offered under other programs sponsored by Federal , State, and local agencies to greatly strengthen its impact.

## 111-E Eligible Service Areas

Of the total JARC funds available, FTA apportions 60 percent among designated recipients in large urbanized areas; 20 percent to the States for small urbanized areas; and 20 percent to the States for rural and small urban areas under 50,000 in population. JARC funds are apportioned among the recipients by formula. The formula is based on the ratio that the number of eligible low-income and welfare recipients in each such area bears to the number of eligible low-income and welfare recipients in all such areas. The low-income population is determined according to the latest available U.S. census data for individuals whose family income is below 150 percent ofthe poverty line.

## 111-F JARC Projects- Eligible Recipients

1. There are three categories of eligible recipients of JARC funds:

   a. Private non-profit organizations;

   b. State or local governmental authority; and

   c. Operators of public transportation services, including private operators of public transportation services

2. The Public Transit Division shall utilize the following guidelines 111 determining the eligibility of an applicant for JARC funds:

   a. Programs must be derived from a locally developed, coordinated public transit-human services transportation plan.

   b. The applicants' service delivery plan must address coordination of resources to assure not only availability of services, but also general public accessibility and cost-effectiveness as major factors;

   c. The applicant's proposal must clearly commit to making all FTA funded vehicles open for public use;

   d. The applicant's level of service to the public should be based upon variables such as travel demand, accessibility, service availability and public comments; a procedure for receiving public comments should also be demonstrated;

   e. The applicant must demonstrate administrative and financial capabilities to receive and administer federal funds; and

f. The applicant must demonstrate the reqms1te authority and commitment to comply with all federal and state regulation, laws and administrative guidance, by executing all required certifications and assurances.

3. The project application must include evidence substantiating the availability of services to the general public.

**111-G Eligible Assistance Categories**

1. Consistent with the federal statutory requirements, MDOT may allocate an amount not to exceed 10 percent (10%) of its annual JARC apportionment to support state administration expenditures including planning and technical assistance. Program administration costs may be funded at 100 percent Federal share and do not require matching local funds. MDOT reserves the right to allocate a portion of these funds to local recipients for the same purposes. Such allocations will not have a local matching share requirement, if putting a c regional service.

2. FTA will allow all or a portion of the administrative funds for New Freedom, JARC, and Section 5310 to be combined to support activities (such as coordinated planning) that are common to all three programs. MDOT may combine program administration funds into one administrative account, so long as the funds are used for costs associated with administering the Section 5310, JARC, and New Freedom programs. However, the funds must still be tracked and attributable to the specific program. As expenses are incurred against the pooled funds for program administration, they can be drawn down against any grant that has un-disbursed program administration funds.

3. Eligible project costs shall be determined in accordance with OMB Circulars A-87, A-102, A-122 and A-1IO, as well as other guidance issued by the Federal Transit Administration and the Mississippi Department of Transportation pursuant thereto.

4. Eligible project costs are defined in this Management Plan, Contract Agreements, FTA Circular 9050.1, and OMB Circulars A-87,1I 0 and I02. These circulars define assets, liabilities, revenues and expenditures. These definitions shall be used in all of the Department's external contracts. **Expenditures shall be defined in three (3) categories: capital, planning, and operating assistance.**

5. Project Planning/Administrative Expenses

**a. Administration assistance includes but is not limited to:**

I. Supporting new mobility management and coordination programs among public transportation providers and other human service agencies providing

transportation. Mobility management is an eligible capital cost. Mobility management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. For example, a non-profit agency could receive JARC funding to support the administrative costs of sharing services it provides to its own clientele with other low-income individuals and coordinate usage of vehicles with other non-profits, but not the operating costs of the service. Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:

(a) The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals;

(b) Support for short term management activities to plan and implement coordinated services;

(c) The support of State and local coordination policy bodies and councils;

(d) The operation of transportation brokerages to coordinate providers, funding agencies and customers;

(e) The provision of coordination services, including employer-oriented Transportation Management Organizations' and Human Service Organizations' stomer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;

(f) The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs; and

(g) Operational planning for the acqms1t10n of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System technology, coordinated vehicle scheduling, dispatching and monitoring technologies as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems (acquisition of technology is also eligible as a stand alone capital expense).

(2) Eligible planning/administrative costs are further identified in OMB Circulars A-87 and/or A-102, A-122 and A-110; MDOT's Contract Agreements; and FTA Circular 9050.1.

**b. Project Operating Expenses**

(1) Project operating assistance may support, but is not limited to the following activities; Late-night and weekend service;

a. Guaranteed ride home service;

b. Shuttle service;

c. Expanding fixed-route public transit routes;

d. Demand-responsive van service;

e. Ridesharing and carpooling activities;

f. Promotion, through marketing efforts, of the:

(1) Use of transit by workers with non-traditional work schedules;

(2) Use of transit voucher programs by appropriate agencies for welfare recipients and other low-income individuals;

(3) Development of employer-provided transportation such as shuttles, ridesharing, carpooling; or

(4) Use of transit pass programs and benefits under Section 132 of the Internal Revenue Code of 1986;

g. Supporting the administration and expenses related to voucher programs. This activity is intended to supplement existing transportation services by expanding the number of providers available or the number of passengers receiving transportation services. Vouchers can be used as an administrative mechanism for payment to providers of alternative transportation services. The JARC program can provide vouchers to low-income individuals to purchase rides, including: (1) mileage reimbursement as part of a volunteer driver program, (2) a taxi trip, or (3) trips provided by a human service agency. Providers of transportation can then submit the voucher to the JARC project administering agency for payment based on pre-determined rates or contractual arrangements. Transit passes for use on fixed route or Americans with Disabilities Act of 1990 (ADA) complementary para-transit service are not eligible. Vouchers are an operational expense which requires a 50/50 (Federal/local) match.

(2) Eligible operating costs are further identified in OMB Circulars A-87 and/or A-102, A-122 and A-110; MDOT's Contract Agreements; and FTA Circular 9050.1.

**c. Capital Expenses**

(1) Capital assistance may support but is not limited to the following:

a. Acquiring Geographic Information System (GIS) tools;

b. Implementing Intelligent Transportation Systems (ITS), including customer trip information technology;

c. Integrating automated regional public transit and human serv1ce transportation information, scheduling and dispatch functions;

d. Deploying vehicle position-monitoring systems;

e. Subsidizing the costs associated with adding reverse commute bus, train, carpool van routes or service from urbanized areas and non-urbanized areas to suburban work places;

f. Subsidizing the purchase or lease by a non-profit organization or public agency of a van or bus dedicated to shuttling employees from their residences to a suburban workplace;

g. Otherwise facilitating the provision of public transportation services to suburban employment opportunities;

(2) Eligible capital costs are further identified in OMB Circulars A-87 and/or A-102, A-122 and A-l10; MDOT's Contract Agreements; and FTA Circular 9050.1.

**111-H <u>Federal and State Participation Ratios</u>**

1. Generally the federal share of eligible capital and planning costs may not exceed eighty percent (80%) of the net cost of the activity. Exception is the use of planning funds originally programmed as State Administration.

2. The federal share of the eligible operating costs may not exceed fifty percent (50%) of the net operating costs of the activity.

3. Ten percent (10%) of the federal apportionment may be used to support program administrative costs including administration, planning, and technical assistance, which may be funded at one hundred percent (100%) federal share.

4. The Federal share is 90 percent for vehicle-related equipment and facilities required by the Clean Air Act (CAA) or the Americans with Disabilities Act (ADA). It is only the incremental cost of the equipment or facility required by the CAA or ADA that may be funded at 90 percent, not the entire cost of the vehicle or facility, even if the vehicle or facility is purchased for use in service required by the ADA or CAA. Designated recipients wishing to apply for assistance at the higher match ratio should consult the FTA regional office for further guidance regarding methods of computing the incremental cost before submitting an application.

**III-I** **Cost Incurred Before Grant Approval** Costs may be incurred under the JARC program before FTA approval of a grant under certain circumstances. Authority to incur any eligible JARC program costs in advance of possible future Federal participation must comply with all Federal requirements. FTA extends automatic pre-award authority to the 10 percent of funds that can be used for program administrative costs including planning, administration and technical assistance. However sub-recipient must consult with MDOT concerning all pre-award costs. In order for other pre-award costs to be eligible for subsequent reimbursement, the project must have met all FTA statutory, procedural and contractual requirements, including being derived from a locally developed coordinated plan and competitively selected by the designated recipient. Specific information is included in FTA's annual apportionment notice.

**III-J** **Program Income**

1. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for JARC operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

2. No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service.

**III-K** **Local Matching Share**

1. The local share of eligible capital and planning costs shall be no less than 20 percent of the net cost of the activity, and the local share for eligible operating costs shall be no less than 50 percent of the net operating costs.

2. All of the local share must be provided from sources other than Federal DOT funds.

3. Some examples of sources of local match which may be used for any or all of the local share include: State or local appropriations; other non-DOT Federal funds; dedicated tax revenues; private donations; revenue from human service contracts; toll revenue credits; and net income generated from advertising and concessions.

4. Non-cash share such as donations, volunteered services, or in-kind contributions is eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget. Further guidance on this subject is found in 49 CFR, part 18, "Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-87, A-110 and/or A-122.

**111-L** Use of **Other Federal Funds**

1. Local match may be derived from federal funds that originate from federal programs that are eligible to be expended for transportation. DOT funds are use eligible as match. Examples of types of programs that are potential sources of local match include: employment training, aging, community services, vocational rehabilitation services, and Temporary Assistance for Needy Families (TANF).

2. To be eligible for local match for FTA funds, the other Federal funds must be used for activities included in the total net project costs of the FTA grant.

3. Expenditure of other Federal funds for transportation outside of the scope of the project cannot be applied as a credit for local match in the FTA grant.

**111-M** **Transfer of Funds**

1. Transfer between Funding Categories. FTA guidance allows the transfer of JARC funds apportioned for small urbanized and rural areas for projects serving another area of the State, if the chief executive officer of the State certifies that all of the objectives of JARC are being met in the specified areas. For example, if all objectives of the JARC program are being met in rural areas, funds designated for rural areas may be transferred to urbanized areas of less than 200,000 in population. Funds apportioned to small urbanized and rural areas may also be transferred for use anywhere in the State including large urbanized areas, if the MDOT establishes a statewide program for meeting JARC program goals.

2. Transfer to Other FTA Programs. Based on local needs and priorities of the local/regional coordinated planning process, MDOT may transfer apportioned JARC funds to rural or small urbanized areas to apportionments under Section 5311(c) or 5307, or both. The purpose of the transfer provision, however, is not to supplement the resources available under the State's Section 5311 or Section 5307 apportionments. If the MDOT does choose to transfer the funds into the Section 5311 or Section 5307 programs, scope code (646) for JARC projects included within a Section 5311 or 5307 grant must be used when programming such funds.

   a. Although JARC funds can be transferred to Section 5307 for award directly to a small urbanized area recipient in a Section 5307 grant,

the grant should only include funding and activities for the JARC project(s).

b. MDOT may combine funds from multiple programs in a consolidated Section 5311 grant, but the State must track, manage, and report on each program's funds separately within the consolidated grant.

c. One purpose for MDOT to consider transferring JARC program funds to the Section 5311 program is to allow Federally-recognized Indian tribes, which are eligible direct recipients under the Section 5311 program but not under the other programs, to apply directly to FTA for funds allocated to them under the State's competitive selection process for JARC. Similarly, transferring JARC funds to Section 5307 allows direct recipients of Section 5307 grants in small urbanized areas, to apply directly to FTA for funds competitively awarded under the Department's JARC program.

1. Transfer of (FHWA) Flexible Funds. Surface Transportation Program (STP) funds, Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds, and certain other "flexible" funds, may be transferred from the Federal Highway Administration (FHWA) to FTA for capital transit projects. Although these funds may not be flexed directly into the JARC program, flexible funds may be transferred to the Section 5307 or 5311 programs for capital projects that support the purposes of the JARC program and are eligible under the program receiving the funds. The funds are available for obligation by the recipient based on the period of availability applicable to the receiving program.

2. Notification of Transfers. The MDOT must notify the FTA regional administrator of the State's intent to have funds transferred so that FTA can initiate the transfer. For transfers of JARC funds to the Section 5307 program for urbanized areas under 200,000 in population or Section 5311(c), the notification must indicate the amount of funds transferred, the program to which they are being transferred, and specific projects selected under JARC.

## 111-N. Private Sector Participation

1. MDOT recognizes FTA's policy of affording private transportation providers the "maximum feasible" opportunity to participate in the provision of rural and small urban area transportation services. Consequently, all applicants and contractors must make assurances in writing that private providers are allowed to participate in the planning and/or providing of transit services.

2. Consistent with federal policy, MDOT, through the Public Transit Division, has incorporated the program requirements applicable to the evaluation of private sector service alternatives into the application and monitoring process. The federal programs application package requires that applicants demonstrate efforts to involve private sector providers.

3. **The major provisions of MDOT's Private Sector Participation Policy Include:**

   a. Demonstrating the participation of private providers in cunent services.

   b. Documentation of all efforts to provide written notice of proposed services to private providers.

   c. Documentation of all meetings, hearings, or other opportumtles for involving the private sector early in the project development process.

   d. Consideration of description and examples of private sector proposals offered by private providers. A justification must be given for exclusion of these proposals.

   e. Periodically reviewing existing services as requested.

   f. As appropriate developing a methodology for making true cost comparisons when there are two or more operators interested in the service(s). When comparing the service proposals of public and private providers, all fully allocated costs are to be included. This includes subsidies, capital grants and the use of public facilities.

   g. A local mechanism for resolving complaints; complaints received are to be documented in the project files.

## 111.-0 <u>Labor Protections</u>

1. Title 49 U.S.C. 5333(b) requires that, as a condition of assistance from FTA, fair and equitable arrangements must be made to protect the interests of employees affected by such assistance. The Department of Labor (DOL) is responsible under Federal law for the administration of Section 5333(b).

2. Employee protections under Section 5333(b) are required for the JARC program. The Section 5311 special warranty does not apply to rural JARC projects; MDOT through FTA must submit all JARC grants to Department of Labor for certification.

# Chapter IV

## Section 5310 Program

### IV-A General

A number of the provisions previously discussed in this State Management Plan are intended to detail the administration and management policies as well as procedures for the Section 5317 and Section 5311 transportation programs. The provisions contained in this chapter further define policies and procedures that may be unique to the Section 5310 Elderly and Person with Disabilities Program, as administered by the MDOT.

### IV-B Specific Objectives

The transportation services provided with vehicles and equipment acquired through this program are to be operated in a manner consistent with each sub-recipient's approved application and if applicable the regional and/or overall MDOT coordinated transportation plan covering the service area. While the MDOT acknowledges that the Section 5310 Program focus is on elderly and/or disabled persons, it is the MDOT's policy that Section 5310 services are to be considered as an adjunct to existing and/or planned coordinated public transportation system. Rather than establishing exclusive service for closely qualified clientele, these services are intended to provide a full range of mobility to anyone in the categories of elderly and/or disabled.

A major objective of the national Section 5310 program targets federal program funds is to provide financial assistance necessary to facilitate a coordinated approach to transportation service. The objectives of the MDOT' Section 5310 program can be summarized as follows:

1. To increase the mobility of elderly and/or disabled persons, especially those persons not served by a specific program or agency;

2. To provide program funds that are targeted to operators of coordinated transportation projects;

3. To coordinate the provision of specialized transpotiation sources within communities; and

4. To maximize program participation by private sector service providers.

## IV-C State Role in Program Administration

1. As the state agency designated by legislative action for the administration of the Section 5310 Program, the MOOT must ensure that the program provides for maximum feasible coordination of Section 5310 transportation services with other transportation services assisted by federal sources.

2. Under U. S. Depatiment of Transportation regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR pati 18 (Common Rule), the MOOT is allowed to rely on existing state laws and agency procedures in the administration of the Section 5310 Program in the following areas:

   a. Financial management;
   b. Equipment standards; and
   c. Procurement.

3. The MOOT is responsible for developing a process whereby private transpmiation providers are afforded an oppmiunity to participate in the planning and providing of services.

## IV-0 Relationship of the Section 5310 Program to Section 5311 Program

Many of the state's Section 5310 program sub-recipient organizations also serve clients in mral and small urban areas. While the overall objectives of the Section 5317 and 5310 programs differ, both of these programs provide transportation to the general public. Although the Section 5310 program is to serve the elderly and/or disabled in both rural and urbanized areas, there are parallels which make it desirable for Mississippi to coordinate program resources and plan for their use in a complementary way. Many of the MOOT's Section 5311 local sub-recipients are private nonprofit organizations and in some cases, a single agency receives both Section 5310 and Section 5311 funding. In other cases, recipients of Section 5310 funds seek to participate in coordinated service arrangements that also include Section 5311, Section 5316, and Section 5317 funded projects. The MOOT encourages participation in such coordinated efforts as long all program resources continue to also serve their primary clientele or program purposes, and where these resources can improve the efficiency and effectiveness of both transportation programs.

## IV-E Apportionment and Transfer of Funds

1. The Mississippi Transportation Commission has authorized the Public Transit Division, through the Office of Intermodal Planning, to apply for Section 5310 funds, at least annually, based on the apportionments published in the Federal Register or other appropriations through the FTA.

2. It is the policy of the MDOT to annually apply for and make available to potential sub-recipients, Federal funds appropriated for each fiscal year, with particular consideration being given to the needs of operations of coordinated transportation projects that are funded through the MDOT.

3. The MDOT may consider the transfer of STP funds and certain other highway funds, as allowable by federal regulations, to be used to support Section 5310 projects.

4. The MDOT acknowledges that when Section 5310 funds apportioned to the State are not needed to support current Section 5310 requests for assistance, such funds will be transferred to supplement the Section 5311 program or, in some cases, the Section 5307 program. In reviewing Section 5310 funds for transfer, the PTD will consider the following:

   a) The request for Section 5310 assistance submitted during the most recent application cycle;

   b) The need for additional assistance that has been officially submitted by sub-recipients; and

   c) The availability of existing grant balances.

## IV-F Eligible Applicants

1. The MDOT has established three categories of eligible applicants for Section 5310 funding:

   a. Private nonprofit organizations - a nonprofit organization is a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. Section 501 (c) which is exempt from taxation under either 26 U.S.C. Section 501(a) or Section 101; or one which has been determined under state law to be nonprofit and for which the designated state agency has received documentation certifying the status of the nonprofit organization;

   b. Public bodies that certify to the MDOT that no nonprofit corporations or associations are readily available in an area to provide the service; and

   c. Public bodies recognized by the MDOT to coordinate services for elderly persons and/or persons with disabilities.

2. Local public bodies eligible to apply for Section 5310 funds as coordinators of services for elderly persons and/or persons with disabilities are those designated or recognized by state or federal funding sources as having the responsibility to coordinate human service activities in a particular area. Examples of such

eligible public bodies are a local agency on aging, planning, and development district or a public transit provider which the MDOT has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

IV-G **Eligible Service**

1. It is the policy of the MDOT that all resources awarded through the Section 5310 program must be for the primary purpose of providing transportation to elderly and/or disabled persons within the general population. Therefore, in addition to specific clients, transportation services are to be routinely made available to other elderly and disabled persons on a space available basis.

2. While Section 5310 services may be provided in urban and non-urbanized areas, all applicants must identify a specific primary service area for elderly and/or handicapped services.

3. Section 5310 vehicles may also serve the transportation needs of general public passengers on an incidental basis. This incidental basis refers to services that do not interfere with the transportation services designed to meet the specific needs of elderly persons and/or persons with disabilities.

4. For the purposes of this Management Plan, the following definitions apply:

   a. "Elderly Person" - refers to a person meeting the requirements for services under Title XX and Title III-B of the Older Americans Act. In general, persons age 55 and older are considered eligible for Section 5310 transportation services.

   b. "Disabled Person" - means any individual who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability (including any person who uses a wheelchair or has semi-ambulatory capabilities), is unable without special facilities to utilize public transportation facilities and services effectively.

5. USE OF VEHICLES. Vehicles acquired under the Section 5310 Program may be used only in the following ways:

   a. By the private nonprofit organization as described 111 the approved application;

   b. By private nonprofit organizations in coordinated services for a variety of elderly, disabled, and general public services;

c. By a private for-profit operator, through **a** lease or other contractual agreement with the private nonprofit organization, for the services identified in the approved grant application;

d. To assist in providing meal delivery services to homebound persons, if this meal delivery does not interfere with the regular transportation services or result in a reduction of service to transit passengers. Purchase and/or use of Section 5310 vehicles exclusively for meal delivery shall not be allowed; **or**

e. Through a lease or other formal arrangement lease to other entities such as local public bodies/agencies or private nonprofit entities, as long as the vehicles provide services to eligible Section 5310 recipients in accordance with a contract agreement approved by the MDOT. The MDOT must review and approve all lease agreements for the use or operation of Section 5310 vehicles.

6. SHARED USE. During those periods when a vehicle is not needed for specific grant related purposes, it may be used for services to other elderly and/or disabled persons. After the needs of these groups have been addressed, the vehicle may then be used for transportation of other members of the general public, on a space available basis. Such use must be incidental to the primary purposes of the vehicle and must not interfere with the use of the vehicle by elderly and/or disabled persons.

## IV-H **Eligible Assistance Categories**

1. The Section 5310 program provides capital assistance only. The following is a list of capital items eligible under the MDOT's Section 5310 program:

   a. Buses;

   b. Vans or other Para transit vehicles;

   c. Radios and communication equipment;

   d. Vehicle shelters;

   e. Wheelchair lifts and restraints;

   f. Vehicle rehabilitation;

   g. Computer hardware/software;

   h. Other durable goods such as spare components or parts with a unit cost over $500 and useful life of more than one year;

1. Initial installation costs;

J. Vehicle procurement, testing, inspection, and acceptance costs; and

k. Lease of equipment when the lease is more cost effective than a purchase (when reviewing a lease request, the MDOT may consider the criteria for determining cost effectiveness; including non-economic factors such as management efficiency, availability of equipment, and staffing capabilities).

2. At the option of the MDOT, the acquisition of transportation services under a contract, lease, or other arrangement including capital and operating costs associated with contracted services and user-side subsidies; these funds may be requested for contracted services covering a time period of no more than one year.

3. Annually, 10 percent of the state's total fiscal year apportionment may be used as the federal share of program administration costs. Program administration costs consist of those costs incurred by the state in implementing and managing the entire Section 5310 program, including previously funded projects, if necessary. Thus, administrative funds are not specific to one grant, but may help to pay the ongoing administrative costs of previous Section 5310 projects that require further staff effort.

4. Generally, the federal share of eligible capital costs will not exceed 80 percent (80%) of the net cost. The local share of eligible capital costs shall be no less than 20 percent (20%) of the net cost. The local share must be provided from sources other than federal funds, except where specific legislative language of a federal program permits funds to be used as match.

5. Exceptions to these match requirements are to be considered when vehicle-related equipment is required by the Americans with Disabilities Act of 1990 or the Clean Air Amendments of 1990. Such equipment may be funded at up to a ninety percent (90%) federal share. This increased federal share will be available for equipment related purchases only.

6. The federal share may be limited to a maximum of 50 percent (50%) of net cost for those projects that exclude passengers or limit services to otherwise qualifying individuals based on factors other than vehicle capacity, demand, utilization data, or financial constraints.

## IV-I **Section 5310 Application Cycle**

With the exception of the differences described below, the MDOT will also use an annual application cycle for the Section 5310. The application, project selection,

and grant award process for the Section 5310 Program may take up to twelve months.

## IV-J Section 5310 Priority of Projects

When reviewing applications for developing and funding the annual Program of Projects, the Public Transit Division will prioritize Elderly and Disabled Projects as follows:

1. The first priority will be for newly created elderly and disabled service providers that target services to persons meeting the disability eligibility requirements ofthe ADA.

2. The second priority will be given to private non-profit organizations that have a public transportation system in operation and a proposal to provide complementary Para transit or coordinated services targeted to those general public riders that meet the eligibility requirements of the ADA or aging program requirements

3. The third priority will be given to projects previously funded under Section 16(b) (2) ofthe Urban Mass Transportation Act of 1964, or other special purpose transportation services not available to the elderly and/or handicapped.

4. The fourth priority will be given to projects that target a specific clientele or group to the exclusion of general public elderly **and/or** disabled persons.

## IV-K Section 5310 Project Selection Criteria

The criteria for project selection reflects the following major elements which should be documented in the pre-application:

1. The degree of coordination and cooperation among the following local organizations - existing public and private transit, Para transit, and social services agency transportation providers;

2. The financial and management capabilities of the proposed Section 5310 applicant, particularly in assuring that adequate matching and operating funds exist;

3. The quality and thoroughness of the operating plan; and

4. The vehicle utilization, ridership projection, and trip purposes.

The staff is asked to review and the ITC is asked to rate the applications in each of the following areas using a scale of one to five. (One is the lowest rating, five is the highest rating.) For items with more than one rating scale, the combined rating is used.

| | | Financial | (i.e. In-Kind, Letters of Support, etc.) |
|---|---|---|---|
| 1. | Evidence of Local Support: | 2 3 4 5 | 1 2 3 4 5 |

2. Vehicle/Equipment requested in the application is needed in the service area:

| (a). Replacement Vehicle | (b). Expansion Vehicle | (c). New Service Vehicle | (d). Other Equipment (Specify Equipment) |
|---|---|---|---|
| 1 2 3 4 5 | 1 2 3 4 5 | 1 2 3 4 5 | 1 2 3 4 5 |

3. Benefits to be derived from the project/equipment: (e.g. number of passenger trips; availability of services, needs assessments, extent of unmet service requests, level of support *from* other organizations). 1 2 3 4 5

4. REGIONAL COORDINATION PLANNING

   A. Evidence of effort to secure public participation in the planning of the project.
   1 2 3 4 5

   B. Evidence that a regional plan exists for the service area being proposed.
   1 2 3 4 5

   C. Evidence that the project is included in the local/regional planning process: ( e.g. Metropolitan Planning Organizations (MPO 's), Planning and Development Districts (POD's), city or county planning process).
   1 2 3 4 5

5. Accessibility of transportation services proposed by the applicant. (e.g. restrictions, hours of operation):

| ELDERLY | DISABLED |
|---|---|
| 2 3 4 5 | 2 3 4 5 |

6. Actual coordination of service with other transit providers and purchasers of services or efforts to coordinate service is shown (coordination.):

| ACTUAL COORDINATION | EFFORTS TO COORDINATE |
|---|---|
| 1 2 3 4 5 | 1 2 3 4 5 |

7. Specific sources of local match and operating funds are shown (financial support).
   1 2 3 4 5

8. The vehicle/equipment requested will be used on a full-time basis (availability).
   1 2 3 4 5

9. Adequate staff exists or will exist to administer the transportation project.

1 2 3 4 5

10. Acceptable vehicle maintenance program is documented.
1 2 3 4 5

11. Adequate compliance with program requirements.
(Points given to Existing Contractors Only)
1 2 3 4 5

Should this equipment be approved? (If no, please comment below.)
_YES _NO

_____
_____
_____
_____
_____

IV-L **Program Management**

1. It is the policy of the MDOT that the entity, approved as a Section 5310 sub-recipient with the Department, must maintain control and responsibility for vehicles or other equipment. The original contractor must maintain this control and responsibility, even when the vehicle or equipment is operated by another entity.

2. Any sub-contract or lease of Section 5310 vehicles or equipment by a sub-recipient must be acknowledged by the MDOT. The vehicle/equipment leasing provisions contained in FTA Circular 9070.1 E, Chapter VI, shall be used in part to determine the acceptability of such lease agreements.

3. Titles to all vehicles purchased with Section 5310 funds shall be in the name of the MDOT approved sub-recipient. The MDOT shall be listed as the first and sole lien holder on all titles.

   a. Exceptions to this provision may be considered only upon a written request and justification by the sub-recipient and when such anangements result in direct benefits to the project.

   b. Exceptions do not release the project from the responsibility of maintaining control over the vehicle(s).

4. Section 5310 Projects are encouraged to establish capital reserve accounts for the purpose of replacing existing vehicles. These accounts may not be funded with FTA funds.

5. Public bodies that apply for Section 5310 assistance must allow for public comments on each application submitted to the MDOT for consideration.

6. Section 5310 Contractors must adhere to the same property management standards included in the SMP for the 5311 program. Deviation from these standards must be based on FTA or other federal or State guidance.

# Chapter V

## Section 5317 New Freedoms

### V-A Program Goal

The New Freedom program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The New Freedom formula grant program seeks to reduce barriers to transportation services and expand the transportation mobility options available to people with disabilities beyond the requirements ofthe ADA of 1990.

### V-B New Freedom Program Measures

1. The 5317 Program has specific program measures to be used in measuring relevant outputs, service levels, and outcome. The performance measures are to be used by MDOT at the prospect program level and will be used by MDOT to help assess individual prospects and prospect applications grants. The three measures established for the New Freedom Program are:

    a. Increases or enhancements related to geographic coverage, service quality and/or service times that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.

    b. Additions or changes to environmental infrastructure (e.g., transportation facilities, side walks, etc), technology, and vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year.

    c. Actual or estimated number of rides (as measured by one-way trips) provided for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.

### V-C State Role in Program Administration

**1.** As the State agency designated by the chief executive officer of the State to administer the New Freedom Program in non-urbanized areas under 50,000 in population. Our responsibilities include:

a. Notifying eligible local entities of funding availability;

b. Developing project selection criteria;

c. Determining applicant eligibility;

d. Conducting the competitive selection process;

e. Forwarding an annual program of projects (POP) and grant application to FTA;

f. Ensuring that all sub-recipients comply with Federal requirements;

g. Documenting the State's or designated recipient's procedures in a State Management Plan or a Program Management Plan as appropriate;

h. Certifying that allocations of grants to sub-recipients are distributed on a fair and equitable basis; and

1. Certifying that all projects are derived from a locally developed, coordinated public transit-human services transportation plan developed through a process that consists of representatives of public, private, and non-profit transportation and human services providers with participation by the public.

## V-D Relationship to Section 5311 Program

1. Section 5311 program makes Federal funds available to assist in the development, improvement and use of public transportation systems in non-urbanized areas. While the overall objectives of the Section 5311, and New Freedom Programs differ (that is, Section 5311 is to provide transportation to the general public in non-urbanized areas and the objective of the New Freedom Program is to provide new public transportation and public transportation alternatives beyond those required by the ADA for individuals with disabilities in both rural and urbanized areas), there are parallels which make it desirable for recipients to consider all resources and plan for their use in a complementary way. Local transit providers are expected to participate in the development of a coordinated public transit-human service transportation plan.

2. Under Section 5311, the Rural Transportation Assistance Program (RTAP) provides for technical assistance, training, and related support services in non-urbanized areas. New Freedom providers may participate in RTAP sponsored activities, at the MDOT's discretion, as long as the activities are primarily designed and delivered to benefit non-urbanized transit providers.

## V-E Coordination Provisions

Federal transit law, as amended by SAFETEA-LU, requires that projects funded from the New Freedoms (Section 5317), program be derived from a locally developed, coordinated public transit-human services transportation plan ("coordinated plan"). A coordinated plan should maximize the programs' collective coverage by minimizing duplication of services. Further, a coordinated plan should be developed through a process that includes representatives of public, private and non-profit transportation and human services providers, and participation by the public. A coordinated plan may incorporate activities offered under other programs sponsored by Federal, State, and local agencies to greatly strengthen its impact.

## V-F Eligible Service Areas

Of the total New Freedom funds available, FTA apportions 60 percent among designated recipients in large urbanized areas; 20 percent to the States for small urbanized areas; and 20 percent to the States for rural and small urban areas under 50,000 in population. New Freedom funds are apportioned among the recipients by formula. The formula is based on the ratio that the number of individuals with disabilities in each such area bears to the number of individuals with disabilities in all such areas. The number of disabled individuals in an area is determined according to the latest available U.S. Census data for individuals with disabilities over the age of five. The annual apportionment for New Freedom is published in the *Federal Register* following the enactment of the annual DOT appropriations act.

## V-G New Freedom – Eligible Recipients

MDOT has established three categories of eligible recipients of JARC funds:

- Private non-profit organizations;
- State or local governmental authority; and
- Operators of public transportation services, including private operators of public transportation services.

## V-H Eligible Activities and Assistance Categories

1. Consistent with the federal statutory requirements, MDOT may annually allocate an amount not to exceed 10 percent (10%) of its annual federal apportionment to support state administration expenditures including planning and technical assistance. Program administration costs may be funded at 100 percent Federal share and do not require matching local funds. MOOT reserves the right to allocate a portion of these funds to local recipients for the same purposes. Such allocations may have a local matching share requirement.

2. If program administration expenses in excess of the ten percent (10) is included in a grant application MDOT must document the unused New Freedom administrative funds from prior years available to augment the amount of New Freedom administrative funds in the current apportionment.

3. FTA will allow all or a portion of the administrative funds for New Freedom, JARC and Section 5310 to be combined to support activities (such as coordinated planning) that are common to all three programs. MDOT may combine program administration funds into one administrative account, so long as the funds are used for costs associated with administering the Section 5310, JARC, and New Freedom programs. However, the funds must still be tracked and attributable to the specific program. As expenses are incurred against the pooled funds for program administration, they can be drawn down against any grant that has un-disbursed program administration funds.

4 Eligible project costs shall be determined in accordance with OMB Circulars A-87, A-102, A-122 and A-110, as well as other guidance issued by the Federal Transit Administration and the Mississippi Department of Transportation pursuant thereto.

5. Eligible project costs are defined in this Management Plan, Contract Agreements, FTA Circular 9045.1, and OMB Circulars A-87,110 and 102. These circulars define assets, liabilities, revenues and expenditures. These definitions shall be used in all ofthe Department's external contracts.

6. New Freedom Program funds are available to support new public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA) and new public transportation alternatives beyond those required by the ADA designed to assist individuals with disabilities with accessing transportation services, including transportation to and from jobs and employment support services.

7. The New Freedom Program, "New" service is any service or activity that was not operational on August 10, 2005, and did not have an identified funding source as of August 10, 2005, as evidenced by inclusion in the Transportation Improvement Plan (TIP) or the STIP. In other words, if not for the New Freedom Program, these projects would not have consideration for funding and proposed service enhancements would not be available for individuals with disabilities.

8. Maintenance of Effort: Recipients or sub-recipients may not terminate ADA paratransit enhancements or other services funded as of August 10, 2005, in an effort to reintroduce the services as "new" and then receive New Freedom funds for those services.

9. Both new public transportation services and new public transportation alternatives are required to go beyond the requirements of the ADA and must

(1) be targeted toward individuals with disabilities; and (2) meet the intent of the program by removing barriers to transportation and assisting persons with disabilities with transportation, including transportation to and from jobs and employment services.

## V-I Assistance Categories

For the New Freedom Program MDOT has designated **two (2) categories of expenditures: capital, and operating assistance.**

1. **Capital Assistance** may support but is not limited to the following:

(a) Acquisition of vehicles and equipment designed to accommodate mobility aids that exceed the dimensions and weight ratings established for common wheelchairs under the ADA and labor costs of aides to help drivers assist passengers with over-sized wheelchairs. This would permit the acquisition of lifts with a larger capacity, as well as modifications to lifts with a 600 lb design load, and the acquisition of heavier-duty vehicles for paratransit and/or demand-response service; and

(b) Installation of additional securement locations in public buses beyond what is required by the ADA.

(c) Making accessibility improvements to transit and intermodal stations not designated as key stations. Improvements for accessibility at existing transportation facilities that are not designated as key stations established under 49 CFR 37.47, 37.51, or 37.53, and that are not required under 49 CFR 37.43 as part of an alteration or renovation to an existing station, so long as the projects are clearly intended to remove barriers that would otherwise have remained. New Freedom funds are eligible to be used for new accessibility enhancements that remove barriers to individuals with disabilities so they may access greater portions of public transportation systems, such as fixed-route bus service, commuter rail, light rail and rapid rail. This may include:

1. Building an accessible path to a bus stop that is currently inaccessible, including curb cuts, sidewalks, and accessible pedestrian signals or other accessible features,

2. Adding an elevator or ramps, detectable warnings, or other accessibility improvements to a non-key station that are not otherwise required under the ADA,

3. Improving signage, or way finding technology, or

4. Implementation of other technology improvements that enhance accessibility for people with disabilities including Intelligent Transportation Systems (ITS).

**2.** Operating Assistance may support but is not limited to the following:

(a) **Enhancing paratransit beyond minimum requirements of the ADA.** ADA complementary paratransit services can be eligible under New Freedom in several ways as long as the services provided meet the definition of "new:"

(b) Expansion of paratransit service parameters beyond the three-fourths mile required by the ADA;

(c) Expansion of current hours of operation for ADA paratransit services that are beyond those provided on the fixed-route services;

(d) The incremental cost of providing same day service;

(e) The incremental cost of making door-to-door service available to all eligible ADA paratransit riders, but not as a reasonable modification for individual riders in an otherwise curb-to-curb system;

(f) Enhancement of the level of service by providing escorts or assisting riders through the door of their destination;

(1) Feeder services. New "feeder" service (transit service that provides access) to commuter rail, commuter bus, intercity rail, and intercity bus stations, for which complementary paratransit service is not required under the ADA.

(2) Travel training. New training programs for individual users on awareness, knowledge, and skills of public and alternative transportation options available in their communities. This includes travel instruction and travel training services.

g. **New Public Transportation Alternatives Beyond the ADA.** The following activities are examples of projects that are eligible as new public transportation alternatives beyond the ADA under the New Freedom Program:

(1) Supporting the administration and expenses related to new voucher programs for transportation services offered by human service providers. This activity is intended to support and supplement existing transportation services by expanding the number of providers available or the number of passengers receiving transportation services. Only new voucher programs or expansion of existing programs are eligible under the New Freedom Program. Vouchers can be used as an administrative mechanism for payment of alternative transportation services to supplement available public transportation. The New Freedom Program can provide vouchers to individuals with disabilities to purchase rides, including: (a) mileage reimbursement as part of a volunteer driver program; (b) a taxi trip; or (c) trips provided by a human service agency. Providers of transportation can

then submit the voucher for reimbursement to the recipient for payment based on pre-determined rates or contractual arrangements. Transit passes for use on existing fixed route or ADA complementary paratransit service are not eligible. Vouchers are an operational expense which requires a *50150* (Federal/local) match.

(2) Supporting new volunteer driver and aide programs. New volunteer driver programs are eligible and include support for costs associated with the administration, management of driver recruitment, safety, background checks, scheduling, coordination with passengers, and other related support functions, mileage reimbursement, and insurance associated with volunteer driver programs. The costs of new enhancements to increase capacity of existing volunteer driver programs are also eligible. FTA notes that any volunteer program supported by New Freedom must meet the requirements of both "new" and "beyond the ADA." FTA encourages communities to offer consideration for utilizing all available funding resources as an integrated part of the design and delivery of any volunteer driver/aide program.

(3) Supporting new mobility management and coordination programs among public transportation providers and other human service agencies providing transportation. Mobility management is an eligible capital cost. Mobility management techniques may enhance transportation access for populations beyond those served by one agency or organization within a community. For example, a non-profit agency could receive New Freedom funding to support the administrative costs of sharing services it provides to its own clientele with other individuals with disabilities and coordinate usage of vehicles with other non-profits, but not the operating costs of the service. Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include:

(a) The promotion, enhancement, and facilitation of access to transportation services, including the integration and coordination of services for individuals with disabilities, older adults, and low-income individuals;

(b) Support for short term management activities to plan and implement coordinated services;

(c) The support of State and local coordination policy bodies and councils;

(d) The operation of transportation brokerages to coordinate providers, funding agencies and customers;

(e) The prov1s1on of coordination services, including employer-oriented Transportation Management Organizations' and Human Service Organizations' customer-oriented travel navigator systems and neighborhood travel coordination activities such as coordinating individualized travel training and trip planning activities for customers;

(f) The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs; and

(g) Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System Technology, coordinated vehicle scheduling, dispatching and monitoring technologies as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems (acquisition of technology is also eligible as a stand alone capital expense).

## V-J Federal Matching Requirements

1. The federal share of eligible capital and planning costs may not exceed eighty percent (80%) of the net cost of the activity.

2. The federal share of the eligible operating costs may not exceed fifty percent (50%) of the net operating costs of the activity.

3. Ten percent (10%) of the federal apportionment may be used to support program administrative costs including administration, planning, and technical assistance, which may be funded at one hundred percent (100%) federal share.

4. Exception. The Federal share is 90 percent for vehicle-related equipment and facilities required by the Clean Air Act (CAA) or the Americans with Disabilities Act (ADA). It is only the incremental cost of the equipment or facility required by the CAA or ADA that may be funded at 90 percent, not the entire cost of the vehicle or facility, even if the vehicle or facility is purchased for use in service required by the ADA or CAA.

## V-K Program Income

1. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for New Freedom operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

2. No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service.

## V-L Local Matching Share

1. The local share of eligible capital and planning costs shall be no less than 20 percent of the net cost of the activity, and the local share for eligible operating costs shall be no less than 50 percent of the net operating costs.

2. All of the local share must be provided from sources other than Federal DOT funds.

3. Some examples of sources of local match which may be used for any or all of the local share include: State or local appropriations; other non-DOT Federal funds; dedicated tax revenues; private donations; revenue from human service contracts; toll revenue credits; and net income generated from advertising and concessions.

4. Non-cash share such as donations, volunteered services, or in-kind contributions is eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget. Further guidance on this subject is found in 49 CFR, part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-87, A-110 and/or A-122.

## V-M Use of Other Federal Funds.

1. Local match may be derived from other Federal funds derived from Federal programs that are eligible to be expended for transportation, other than from the DOT programs. Examples of types of programs that are potential sources of local match include: employment training, aging, community services, and vocational rehabilitation services.

2. To be eligible for local match for FTA funds, the other Federal funds must be used for activities included in the total net project costs of the FTA grant.

3. Expenditure of other Federal funds for transportation outside of the scope of the project cannot be applied as a credit for local match in the FTA grant.

# Chapter VI

## Coordination and Planning

### VI-A **Background**

Coordination of transportation services is an integral part of the State's policies and goals for administration of the Section 5311, Section 5316, Section 5317 and Section 5310 Programs. The Department proposes to make every reasonable effort to implement coordination between state, regional and local agencies involved in providing transportation services. In order to accomplish this, MDOT supports and will utilize resources of the American Association of State Highway and Transportation Officials Multi-state Technical Assistance Program (MTAP), the Community Transportation Association of America (CTAA), the Interagency Transportation Committee (lTC), local transportation advisory or work groups, input from local area contractors/service providers, input from the Planning and Development Districts (PDD's), and Metropolitan Planning Organizations (MPO's). In addition, the MDOT will include coordination of resources as a part of the application for and monitoring of all FTA funded formula programs.

### VI-B **The Interagency Transportation Committee (lTC)**

1. The lTC was established as an advisory body to assist the Public Transit Division in reviewing certain project requests and making recommendations. The lTC is composed of representatives from other state agencies that have an interest in providing or purchasing transportation services funded via the JARC, New Freedom, rural general public and/or specialized transit programs. (See Appendix A).

    a. The responsibility of the Interagency Transportation Committee is to as requested, review proposals and where appropriate recommend transportation alternatives and options that provide for coordination of resources. To accomplish this, the lTC may review applications (may also include plans submitted to or prepared by the MDOT's Public Transit Division) for evidence of coordination, cost-effectiveness and possible duplication of services.

    b. lTC recommendations are provided to the Public Transit Division staff during committee meetings. These recommendations are provided to the Executive Director as the proposed annual program of projects.

### VI-C **Local Program Transportation Advisory Groups**

Section 5311 Contractors are encouraged to develop local transportation advisory groups. Recipients of Section 5311 and Section 5310 awards are encouraged to meet with representatives of contiguous area providers and Planning District staff to

solicit input, develop projects and coordinate resources. The intent of these meetings is to coordinate services, negotiate purchase of service contracts and receive technical assistance. Staff, as well as funds from MDOT's RTAP Program, is available to assist in these regional coordination efforts.

## VI-D Coordination in the Review and Monitoring Process

1. As a part of the application process, all applicants are required to document effotts to coordinate with social service agencies and other providers of transit services. Each applicant will be required to submit the names and service area of other transportation providers in the proposed service area. The applicant must document that other providers were made aware of the proposed project; that there will be no duplication of services; and that the existing provider(s) have not demonstrated that they are in a position to provide the service in a more cost-effective or efficient manner.

2. Each applicant is required to submit a copy of the application for proposed service(s) to the local Planning and Development District and where applicable to the Metropolitan Planning Organization. This is done to obtain concurrence or comments that the proposed project will not duplicate existing services, and to comply with planning requirements for developing statewide transportation plans.

   a. As a part of routine monitoring procedures, MDOT staff will examine coordination efforts. Recommendations will be made to increase the type and/or extent of coordination as appropriate.

   b. Failure to adequately coordinate or show a good faith effort to coordinate services or resources could result in denial of an application for funding. Technical assistance is available to avoid any disruption in service or to assist in negotiations as appropriated.

   c. As a part of the application process, all applicants are required to allow for citizen participation in the planning of the proposed project. Public hearings are optional for each program.

## VI-E THE COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN

1. It is the intention of the MDOT to fully support implementation of the local coordinated planning requirements of SAFETEA-LU and the subsequent guidance provided for the FTA formula programs. Currently SAFETEA-LU, requires that projects selected for funding under the Section 5310, Job Access and Reverse Commute (JARC), and New Freedom programs be "derived from a locally developed, coordinated public transit-human services transportation plan". The plan must be developed through a process that includes representatives of public, private, and non-profit transportation

as well as and human services providers and participation by members of the public.

2. **The Coordinated Human Service Transportation Plan (CHSTP).** Local Coordinated Human Services Transportation Plans have been developed by several regional groups. Each CHSTP should be based on the existing United We Ride Regional Action Plan. The CHSTP is designed to better identify unmet needs and include more detailed alternatives for meeting these needs, either through strategies or specific projects. MDOT has provided a suggested plan template. Each plan must contain the following elements:

   a. An assessment of available services that identifies current transportation providers (public, private, and non-profit);

   b. An assessment of transportation needs for individuals with disabilities, older adults, and people with low incomes. This assessment can be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service;

   c. Strategies, activities, and/or projects to address the identified gaps between current Services, needs, delivery; and

   d. Priorities for implementation based on resources, time, and feasibility for implementing specific strategies and/or activities identified.

3. The CHSTP planning process is a local stakeholder driven, interactive process. It is an **ongoing 4 phase** process that will require annual plan updates. Phases include:

   a. Preliminary Planning/ Training;

   b. Assessment/ Data Collection;

   c. Consultation; and

   d. Plan Adoption.

4. The goal of this planning process is to meet the *local coordinated* planning requirements of the new federal transportation act. The objectives are:

   a. Develop Regional Coordinated Human Services Transportation Plans (CHSTP);

   b. Better define the regional planning and operating boundaries for allocation of transit resources;

c. Increase the level of actual coordination by developing more formal relationships among the stakeholders.

d. Raise the level of awareness of public and specialized transportation services among consumers, human serv1ces organizations and elected officials.

5. Participation in the coordinated planning process is a prerequisite to receiving funding through the formula grant programs. As a part of the Section 5310, JARC, and New Freedoms application process, MDOT will ensure and certify that the coordinated plan was developed through a process that included representatives of public, private, and non-profit transportation and human services providers, and participation by members of the public.

## VI-F **Long Range Planning**

MDOT's long-range transportation planning process has historically focused on multimodal systems independent of one another. With an increased emphasis on Irmodal the MDOT has initiated the development of the Mississippi Unified Long Range Transportation Infrastructure Plan (MULTIPLAN). The MULTIPLAN is intended to provide a comprehensive analysis of transportation needs throughout the state. It articulates the current status of transportation in Mississippi, reviews the status and progress in comparison to goals established in the Long Range Transportation Plan (LRTP), assesses modal deficiencies, and integrates Metropolitan Planning Organization (MPO) Plans. The MULTIPLAN has a horizon year of 2030. The MULTIPLAN will be re-evaluated on an approximate 5-year interval to extend the horizon year.

MDOT developed a public involvement plan as a part of the Multiplan development process. The plan outlines the public strategies for the MULTIPLAN, providing a framework for reaching both Public and private sector individuals and entities involved in and affected by transportation-related activities within the state. In doing so, a large and diverse cross-section of those impacted are able to contribute to the development, implementation and ultimate success of Mississippi 's long-range transportation planning efforts.

## VI-G **Other Planning Requirements**

The MDOT will routinely include all federally funded transit and specialized transportation projects in the Department's Statewide Transportation Improvement Program (STIP). To accomplish this, the Public Transit Division, through the Office of Intermodal Planning, will participate in the STIP-STP Work Group or other internal mechanisms that are established for the purpose of implementing the appropriate statewide planning requirements. At a minimum, the PTD will provide STIP update information in the format and at such time requested by the Planning Division.

# Chapter VII

## Application and Project Selection

### VII -A **Background**

When selecting projects to be funded through the Section 5311; Section 5310; Section 5316 or Section 5317 programs, it is the intent of the MDOT, to the greatest extent practical, to use a competitive application process. Where practical, steps will be taken to incorporate requests for funding from multiple programs, by a single applicant, into a consolidated application package. Before a specific project can be evaluated and selected for inclusion in the Annual Program of Projects for either of the various programs, the appropriate application documents must be submitted to the Public Transit Division. The general requirements are discussed in this chapter. Examples of the specific documents are included attachments. Applications will be evaluated from a dual perspective. Initially a determination will be made of the extent to which the proposed project meets overall program goals, objectives and application criteria set forth in the current State Management Plan application instructions or subsequent program procedures manuals. Additionally, a determination whether the applicant and the project propose meet the appropriate compliance requirements.

In an attempt to provide consistency and make the process more "user friendly" the MDOT will apply crosscutting requirements and employ generic administrative procedures for each of the programs. Therefore, the following guidance and general provision are applicable to application for each of the formula grant programs.

### VII –B **Application Schedule and Procedures**

As a general rule, the Public Transit Division will use an **annual** application cycle for each of the FTA formula programs. (See Attachment A). Based in part of the availability of FTA apportionments, Applications will be solicited each year, preferably during the period of January through April, for the next program or federal fiscal year. This should allow for consistant advance programming of federal, since sub-recipient contracts are issued for a twelve (12) month period of performance. Exceptions to this application cycle may be made in response to the availability of excess or unanticipated funds, in response to lapsing federal funds or at the discretion of the Executive Director or Director, Office of Intermodal Planning.

### VII-C **Application Procedures and Funding Criteria**

1. First time applicants for funding through either of the f01mula programs included in this SMP may be required to submit a pre-application. The pre-application, if required, is used to determine the eligibility of the applicant, and the general feasibility of the proposed project. The following documentation, in

a format determined by the Public Transit Division, will be required in all pre-applications:

a. Assembly of Documents Required for Pre-Application:

(1) Transmittal letter to be completed in the format specified.

(2) OMB (Office of Management and Budget) Standard Form 424.

(3) Proposed project description that includes routes and or schedules as well as information demonstrating that proposed services meet the specific program eligibility requirements and identifies existing transportation providers.

(4) Documentation of eligibility to apply for and administer federal funds.

(5) Equipment Inventory - showing the size, age, condition and mileage of any present equipment that will be used in the project.

(6) Proposed Project Budget- An estimate of capital equipment, administration costs and operating costs for one year must be furnished, including projected revenue and local match sources. (Explain how existing funding sources will be integrated into the Federal funds being requested.)

(7) Assurances - the applicant must execute a document titled "Standard Assurances". This document identifies the major assurances and certifications that must be made before federal funds can be authorized for the project.

(8) Resolution Authorizing Application - must be completed m the format specified and signed by an authorized project representative.

(9) Intergovernmental review documentation and consultation with local elected officials.

(10) Documentation that the proposed project will be considered for or as appropriate, incorporated into the locally developed coordinated human service- public transit plan.

2. Pre-applications, if required, will be reviewed by the Public Transit Division staff. With notification from the Division that a project has been detennined to be eligible for possible inclusion in the approved Annual Program of Projects, the applicant can proceed with developing a full application. A full application, including a new Standard Form 424 must subsequently be submitted. The full application must also be submitted to the regional and (clearinghouse) for Intergovernmental Review.

3. A full project application for either of the must contain the necessary supporting documentation as outlined in MDOT's current application package. At a minimum, the following documentation is required:

   a. A transmittal letter;

   b. A project description narrative that included goals and objectives;

   c. A description of project coordination that has been attempted and accomplished;

   d. A description of the extent of public involvement m prepanng the application;

   e. A description of the extent of private sector partiCipation in the application development and in the proposed transportation services;

   f. An indication of the proposed environmental determination to be made on the project;

   g. The disposition of all requirements relative to school bus and charter operations, including assurances that the applicant will not engage m school bus operations exclusively for the transportation of students;

   h. The executed required certifications and assurances, including any updates provided by FTA in the published Annual Certifications and Assurances. To the greatest extent practical PTD will include current year Certifications and Assurances as attachments in the annual application package as illustrated, but not necessarily limited to the general compliance areas listed below:

      (1) Standard Assurances;

      (2) Section 49 USC. 5333 (b) Labor Provisions;

      (3) Certifications Prescribed by OMB;

      (4) Substance Abuse;

      (5) Disadvantaged Business Enterprise Program (DBE);

      (6) Certification ofNon-Discrimination on Basis of Disability;

      (7) Debarment and Suspension;

      (8) Lobbying;

(9) Non-Discrimination Assurances;

(10) Procurement;

(11) Charter and School Bus;

(12) Effect on Mass Transit Companies.

i. the proposed project budget (including a detailed narrative);

J. resolution authorizing the application; and

k. any additional information that may be required by the Public Transit Division.

4. All applications will be reviewed by Public Transit Division staff to determine completeness and eligibility. Subsequently, staff will prepare a Project Profile (see Attachment B) that summarizes the following information contained in the application:

a. Operator and service area of proposed project;

b. Justification of need;

c. Capital equipment requested;

d. Total budget proposed;

e. Specifies all FTA funds requested;

f. Local match capabilities; and

g. Coordination efforts, including how the proposed services relate to the local coordinated human service-public transit plan; and

h. Intercity Bus linkages.

5. To the extent practical, all applications that are determined to be complete will be reviewed and evaluated by the Interagency Advisory Committee (ITC). The committee members may be provided copies or excerpts, as requested, from each application and the corresponding project profile prior to each scheduled formal committee meeting.

a. Applications are presented to the ITC by PTD staff during committee meetings.

b. ITC members rate each application based on project selection criteria. A recommended Program of Projects is developed by PTD Staff and is subsequently presented for approval by the MDOT administration and/or Transportation Commission.

6. The following steps illustrate the general chronological order of the application process for each program.

a. Through the PTD, MDOT makes an announcement of the availability of federal funds. This announcement will be published in at least one newspaper having general statewide circulation, and several regional media outlets, including minority owned publications. The announcement may also be mailed and or distributed electronically to entities such as the following:

1) Existing public transportation providers;
2) Human service agencies;
3) Private sector transportation providers, including taxi cab operators and
Intercity bus companies;
4) Representatives of county government;
5) Other elected or appointed municipal officials who have expressed an interest;
6) Other individuals with an interest in public transportation for rural and small urban areas;
7) Planning and Development District offices; and
8) Metropolitan Planning Organizations.
9) Members of Regional Coordination Advisory Workgroups

b. The applicant determines the level of current unmet transportation needs of the area's general public, low income or elderly and disabled persons and whether the needs can be addressed through one or more of the formula programs. This may be accomplished through consultations with local stakeholders, surveys, public meeting or formal needs assessments. It is important for the applicant to become involved in the local/regional coordinated planning process at this juncture.

c. The potential applicant requests application fonns and guidelines from the Division.

d. The applicant's governing body passes a resolution authorizing the filing of an application.

e. The applicant determines the specific characteristics of the proposed transportation service.

f. The applicant establishes a public comment period by sending notices of intent to apply to area public and private transportation operators, other appropriate agencies, as well as the Regional (Clearinghouse).

g. Applicant consults with Regional Coordination Advisory Work Group

h. The requested number of applicants are forwarded to the Division by the specified deadline..

1. The Public Transit staff reviews and evaluates applications to determine eligibility and completeness before preparing a Project Profile for use by the Interagency Transportation Committee.

J. The Interagency Transportation Committee reviews, evaluates, and provides recommendations on applications to the Division for its consideration in the final selection for funding.

k. Proposed Program of Projects is approved by Transportation Commission as part of the statewide application to FTA.

1. Statewide application is submitted to the FTA Regional Office v1a TEAM system.

m. Applicants are notified that they have been approved or disapproved for inclusion in the Program of Projects.

n. Grant award is executed by MDOT Executive Director.

o. Sub-recipient contract agreements with are developed and executed.

# Chapter VIII

## Distribution of Funds

### VIII-A **Background**

In accordance with Federal Transit Administration requirements, projects considered for funding through the Section 5311; Section 5310; Section 5316 and Section 5317 programs shall be selected through a competitive process. For each program, this process will allow open access and equal treatment of qualified applicants. The fact that a number of the projects may be derived from the local coordinated planning process and be subsequently selected through a statewide competitive application process, awards may result in resource allocations that are more concentrated in some areas.

As a general policy the allocation of JARC and New Freedom program funds will be based on the coordinated plan priorities that are derived from the local coordinated planning process. It is the intent of the MDOT to prioritize the distribution of JARC and New Freedoms program funds through application processes that support or enhance the Rural General Public and the Elderly and Persons with Disabilities projects funded through the Section 5311 and Section 5310 programs.

### VIII-B **Method of Distribution**

1. The method of distributing Section 5311, Section 5310, Section 5316 and Section 5317 funds annually allocated and/or available to the State shall be based on a competitive application process. In determining how funds are to be distributed the MDOT may consider the following:

   a. The need for funds to continue the operation of projects that have demonstrated effective service delivery as determined by coordination of services and extent of local support;

   b. The availability of other alternatives or options for providing the proposed level of service; and

   c. The distribution and documented needs of non-urbanized area populations, the elderly, persons with disabilities and low income persons in the state's ten Planning and Development Districts; coordinated regions that have evolved from the local coordinated planning process.

2. Federal funds from either of the formula programs included in this SMP may be committed to those areas where public or other transportation project sponsors demonstrate a need for such funds (e.g. access for general public passengers, low income, elderly or persons with disabilities) and provide justification including-

local support. This will assure that available funds will be used in areas of greatest need.

3. Any project meeting the eligibility criteria set forth in this SMP may be considered for possible inclusion in MDOT's Annual Programs of Projects for the applicable program.

4. The total funding level (federal share) for the recommended Program of Projects shall not exceed the total amount of funds available to Mississippi considering funds from the current fiscal year apportionment, unobligated carryover funds from previous years, funds transferred from other FTA programs, and funds de-obligated from prior year grants. In the event the amount reco11m1ended for programming exceeds the available balance of formula funds, MDOT shall reduce the recommended programmed amounts or number of proposed sub-recipients so as not to exceed the amount(s) available for obligation. The resulting program of projects shall provide for an equitable distribution of funds within the State, based on the priorities included in the open competitive application process.

5. Federal funds not in excess of the maximum allowable percentage of amounts apportioned to the State during any year, may be utilized for the MDOT's state administration expenses and for providing technical assistance not funded by the State Rural Transit Assistance Program. Such technical assistance may include, but will not necessarily be limited to:

   a. Project planning;

   b. Program development;

   c. Management development;

   d. Planning activities in advance of the construction or renovation of Section 5311 facilities;

   e. Coordination of public transportation programs, both public and private;

   f. Research; and

   g. Other activities deemed necessary to promote the effective delivery of public transportation services in non-urbanized areas. (e. g. needs assessments, inspections, monitoring and closeout of projects).

6. To the extent allowed by the current program guidance, MDOT may combine portions of the administrative funds from the JARC, New Freedoms, and Section 5310 grants to support activities that are common to the three programs. Such activities may include, but are not necessarily limited to coordinated planning

and technical assistance (at the state and or sub-recipient levels). These pooled funds will be tracked by grant to allow adequate reporting to FTA.

7. MDOT may make a portion of these administrative funds available to eligible public agencies/organizations to perform these activities or partner with other state agencies to develop transportation plans on assessments. Federal participation for administration, planning and technical assistance grants to local agencies will normally be eighty percent (80%) of total costs (with the exception being up to100% for planning or technical assistance activities supported with funds re-programmed from Section 5311 State Admin and RTAP funds), or as part of a partnership with other state agencies.

8. In accordance with the provision of authorizing legislation, e.g. Section 5311 (f) and the guidance contained in current FTA Circulars, the MDOT may routinely program an amount not to exceed fifteen percent (15%) of the annual apportioned funds to support the State's Intercity Bus Program. It is the intent of the MDOT to support and give priority to Intercity Bus projects that increase availability and accessibility of rural transit services by coordinating these funds with Section 5311 resources.

9. The MDOT may allocate and expend RTAP funds based on requests from contractors, Training Plans and/or the FTA approved annual Program of Projects. An annual training plan or list of priorities may be developed by Division staff with consultation from the Section 5311 and Section 5310 contractors.

   a. RTAP funds are to be used to support and provide assistance as follows:

      (1) Training for management, staff and board members of specialized, rural and small urban systems;

      (2) Technical assistance including but not limited to on-site assistance, consultants, technology sharing, peer-to-peer networks, support for transit advisory group and board member training;

      (3) Funding needs assessment;

      (4) Other special projects determined by MDOT to directly benefit transit providers; and

      (5) Supporting technical assistance and training involving MDOT's staff.

   b. RTAP funds may be used to pay up to one hundred percent (100%) of the expenses for specific training or technical assistance projects.

c. Requests for RTAP funds may also be considered on an individual or coordinated project basis.

10. The Section 5309 Discretionary Grant Program provides capital assistance for bus purchases, bus related equipment and construction projects.

    a. When available, the MDOT will apply for and allocate Section 5309 funds to complement the Section 5311 program. It shall be the policy of MDOT to fund major vehicle purchases, maintenance facility renovations or construction and other capital equipment items from available Section 5309 funds, in lieu of Section 5311 funds. In this regard, Section 5309 funds will be targeted to Section 5311 contractors.

    b. Discretionary grant funds may also be allocated to sub-recipients based on specific capital purchase and or facility construction needs.

11. The extent that they meet the routine eligibility requirements for funding competitively through the FTA formula programs, Native American applicants shall not be excluded from requesting or receiving formula program funds. Funds may however be distributed to qualified Native American applicants based in part on the availability of funds through other FTA programs that are targeted to Native Americans tribes.

VIII-C **Transfer ofFTA Funds**

1. The MDOT, in accordance with the Surface Transportation Program (STP) provisions, may periodically review the need to transfer and/or allocate STP funds, Congestion Management and Air Quality Improvement Program funds (CMAQ) as well as certain other federal funds that are considered flexible funds by the provisions of federal legislation and/or guidance, to support public transit projects. It is the MDOT's policy that in accordance with FTA and FHWA guidance, with the exception of the following projects, rural projects that may be funded with these transfer funds will be selected by the MDOT after consultation with affected local officials:

    a. Projects on the National Highway System and

    b. Bridge and Interstate maintenance funds.

2. The MDOT shall consider all transferred funds, e.g. STP, CMAQ or other flexible funds, under the program requirements as apportioned Section 5311 funds, with one exception. These transfer funds are limited to funding non-operating costs.

3. Fifteen percent (15%) ofthe transferred funds may also be used for general planning and development state administration expenses.

4. The request for transfer of STP, CMAQ or other flexible federal funds to the Section 5311 program shall be approved by formal action of the Transportation Commission.

5. After reviewing the requests for Section 5310 funds, annually the MDOT may transfer Section 5310 funds to the Section 5311 or to a Section 5307 urbanized area (under 200,000 population) program/project. These transferred funds may be used for non-operating expenses only. **Transferred Section 5310 funds do not change the amounts originally available for State Administration expenses for the Section 5310 or Section 5311 programs. The period of availability for transferred funds is the same as the receiving program funds.**

6. Limitations and Notification ofTransfers

   All transfers of Section 5311, Section 5307 Section 5310, Section 5316 and Section 5317 funds will be done in accordance with the appropriate FTA program circulars or regional office guidance. Requests for transfer will generally originate within the Public Transit Division. Request for transfer including de-obligation and re-obligation of grant funds are to be made in TEAM and in writing to the FTA Regional Office. Requests made to the FTA and FHWA for transfer of flexible (FHWA) funds can be made only upon authorization by the Transportation Commission.

# CHAPTER IX

Annual Program Development and Project Approval

## IX-A **Background**

For the Section 5311, 5310, JARC and New Freedoms grants, the annual Program of Projects (POP's) developed by to the Public Transit Division (PTD) for the various formula programs, shall serve as the basis for the State's annual applications for funds to the Federal Transit Administration. Each of these POP's will be approved by the Executive Director and the Commission as a part of the authorization to apply for FTA funds. These applications will usually be submitted to FTA between May 1 and July 30 of each year, based on the availability of the annual apportionments. To the greatest extent practical the annual applications will be submitted using the TEAM electronic application format.

1. Each Program of Projects must identify the total number and types of sub-recipients (e.g., governmental, private non-profit or tribal) as well as the projects for which MDOT is proposing to fund. Sub-recipient project descriptions must include counties served and identify whether the project will serve urban, rural or tribal areas. POP's shall list the following: annual apportionment amounts; transferred funds by source/year; along with the amounts programmed for state administration, planning and or teclmical assistance, RTAP and Intercity Bus projects and total funds available along with the number of proposed and funded projects. Each local recipient that is proposed to receive a grant award is listed by a brief description of the project; the categories and amounts of funding (total and federal); along with the number and type of capital equipment. (See Attachment C for sample POP formats).

2. The Public Transit Division may program Section 5311 and Section 5310 projects in up to three (3) categories in the Program of Projects, i.e. categories A, B or C. For the Section 5316 and Section 5317 programs, projects may be separated and funded in two categories, i.e., Categories A and /or B. Projects in Category A include those projects certified as having met all the statutory and administrative requirements necessary for project approval. Projects in Category B include those projects that the MDOT intends to fund during that fiscal year but have not yet met all the statutory and administrative requirements of the program. Where allowed, Category C represents a program reserve with an amount not in excess of ten percent (10%) of the total amount of the State's annual apportionment of federal funds. Annually, to avoid restrictions imposed by FTA, Category C funds must be reviewed and programmed to amend approved projects, initiate new projects, or de-obligate and remobilize new applications.

3. As an option to improve the ease of administration and enhance the overall coordination of the programs, the State's annual application for 5316 and or 5317 funds may be combined with the appropriate Section 5311 or Section5310 Programs of Projects.

## IX-B Notice of the Availability of Funds

1. Depending on the date of publication of the annual FTA apportionments, the Executive Director, through the Public Transit Division, on or about December 30th through January 30th of the following grant year, shall announce the availability of the various formula program funds. The announcement will summarize the application process and schedule. The announcement will be published in at least one newspaper with statewide circulation, several regional newspapers as well as minority weekly newspapers. The availability of funds will also be mailed or sent electronically to entities such as the following:

    a. Exiting public and specialized transportation contractors;

    b. Participants in the regional coordinated planning workgroups

    c. Human services agencies;

    d. Private sector transportation providers, including taxicab operators and intercity bus firms;

    e. Representatives of county government;

    f. County administrators;

    g. Other elected or appointed municipal officials who have expressed an interest;

    h. Other individuals with an interest in public transportation for rural and small urban areas;

    1. Planning and Development District offices;

    J. Metropolitan Planning Organizations; and

    k. Special needs Advocacy Groups

2. Annual Availability of funds announcements may be combined for related programs (e.g. 5311 and JARC or 5310 and New Freedoms) at the MDOT's discretion. The published notice will, at the least, describe the applicable formula program(s), contain the amount and source of funds available, include matching ratios, describe the application process, including deadlines, list

contact persons to obtain application materials and/or further information. Notice of the MOOT's nondiscrimination policy shall also be included.

## IX-C **Application Development/Review Schedule**

1. As a general rule, applications to the MOOT's Public Transit Division will be due on or about sixty days from the date of announcement of availability of funds. Exceptions will be made based on apportionment dates.

2. Annually within thirty (30) days of the publication date or notification of availability in TEAM, the PTD will review the annual Certifications and Assurances that are published by the Federal Transit Administration in the Federal Register. These documents, along with any changes noted will be submitted to the MOOT's Legal Division for review, approval and subsequent authorization for execution by the designated Legal Counsel and Executive Director as appropriate. In consultation with the Legal Division, PTD may request a written statement of concurrence or continued applicability from the other affected organizational units within the MOOT, (e.g., Financial Management Division, Procurement, and Audit, etc.) Formal submission of the Atmual Certifications and Assurances will be the responsibility of the MDOT's Legal Division in consultation with the Public Transit Director. Submission to FTA via TEAM will be done within 90 days ofthe publication date.

3. Based on dates selected via PTD's polling of the members, the Interagency Transportation Committee will review and comment on applications. The lTC will hold scheduled meetings to review, and evaluate projects for possible inclusion in the Atmual Program of Projects. If Section 5316 or 5317 projects are selected from a list of projects/activities derived from local coordinated area plans, the lTC and the MOOT may rely on the recommendations of the regional groups and staff.

4. As a general practice, the Public Transit Division will prepare the annual statewide formula program applications via FTA's TEAM System during the period from late April thru May of each year.

5. Routinely all of the state applications are to be submitted to FTA no later than June 30 each, after receiving Commission approval. Applications will be submitted via FTA's TEAM system.

6. Routinely, applicants will be informed in writing, of the MOOT's decision to include or d their project from the annual Program of Projects.

## IX-O **Period ofPerformance**

1. The period of performance for all administrative and operating agreements issued by the MDOT shall usually be for a one-year period (12 months). The period(s) of performance shall be stipulated in the Contract Agreement. The

MDOT, at its discretion may limit the operating period of performance for newly approved projects. Such decisions will be made on the implementation schedule of proposed services.

2. The period of performance for all capital agreements shall commence on the effective date of the Contract Agreement and will extend for a period of time necessary to undertake and complete all project activities. The period of performance shall be stipulated in the Contract Agreement.

3. The MDOT may establish different periods of performance for projects that are programmed for funding but have not yet met all the statutory or administrative requirements ofthe program (Category B projects) pursuant to FTA Circulars.

IX-E **FTA Approval!Project Authorization**

1. Upon notice of approval ofthe program of projects by the FTA and fom1al offer of a grant award, the PTD will provide the appropriate information necessary to accept the grant award to the Executive Director, through the Director, Office of Intermodal Planning. The PTD will coordinate the acceptance/execution of the grant award via the Transportation Electronic Award and Management (TEAM) system.

2. To receive formula grant funds from the MDOT, all projects must be authorized by a fully executed contract agreement. Contract agreement formats are reviewed by PTD staff and subsequently submitted to the Legal Division for approval. During this process the contract agreements will be reviewed to determine inclusion of all applicable required clauses. Reference documents may include the FTA Master Agreement, Procurement guidance contained in Circular 4220.1F for updates and other recent FTA related guidance (e.g. Appendix A from Best Practices Procurement Manual).

3. Each approved project will be authorized by transmittal of a project authorization letter along with three (3) originals of a program specific Contract Agreement. The agreements must be fully executed by an authorized representative of the sub-recipient organization and the MDOT Executive Director (See Attachment D). Each agreement shall be appended directly or by reference with:

   a. The Applicant's approved Project Application, (by reference)

   b. Approved budget, including narrative

   c. Certifications and Assurances; (by reference)

   d. Annual Insurance Certification;

e. Proof sub-recipients authority to execute; and

f. Inventory of Project Equipment.

g. EEV Certification and Agreement.

h. Securing Agreement

1. Deed of Trust

J. Certification of Executor Authority

4. The contractor must sign each agreement along with the appropriate required attachments and return all signed documents to the MDOT. A fully executed Agreement will be returned to the Project.

# Chapter X

Program Management / Administrative Requirements

## X-A Background

The MDOT recognizes basic grant management requirements for state and local governments as presented in U.C.S., 49 C.F.R. Part 18, entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and for private nonprofit organizations at 49 C.F. R. Part 19, entitled "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations'' referred to collectively as the *Common Rule*. For the purposes of general program management and administration of all FTA grants, the MDOT will apply the provisions of these rules along with the most recent published versions of the following FTA Circulars: 9040.1F, "Nonurbanized Area Formula Program Guidance"; 9070.1F, "Elderly and Persons with Disabilities Program Guidance"; 9045.1 "New Freedom Guidance; 9050.1 "Job Access and Reverse Commute Program Guidance" and 5010.1D, "Grant Management Guidelines" (including subsequent updates) to the extent applicable.

Unless an issue is specifically addressed by state law or other administrative policies or procedures which provide guidance, the MDOT will rely on the provisions of this Management Plan and referenced federal guidance when managing and administering FTA as well as related state funded transportation projects, grants and contracts.

## X-B Financial Management

1. As the designated entity to receive and administer Federal Transit Administration formula program funds the MDOT will manage the fiscal elements of these programs in accordance with existing policy and guidance of the Federal Transit Administration (FTA) and the MDOT's Financial Management System including approved Standard Operating Procedures (herein incorporated as applicable into this plan by reference).

2. Acceptance of an FTA grant award obligates the MDOT and its sub-recipients to use funds received as specified in the approved applications and agreement/contracts. This places a vested interest on behalf of the FTA by the MDOT in unused grant balances and any improperly expended funds, as well as property and equipment. In response to this obligation, the MDOT and any sub-recipient contractors are responsible for establishing and maintaining adequate internal control over the activities associated with each grant award and related contract. As cited in FTA Circular 5010.1D, herein incorporated by reference, "To assure proper accotmtability for grant funds, for proper management of

grants, internal controls must be integral with other management systems used by the recipient/contractor to regulate and guide its operations."

3. As allowed by the "Common Rule", the MDOT will expend and account for FTA grant funds in accordance with state laws and existing procedures for expending and accounting for other federal funds. Fiscal control and accounting procedures of the MDOT, as well as approved sub-recipients and contractors must be sufficient in type and detail to:

   a. Pennit preparation of reports required by FTA;

   b. Allow for the tracking of funds to a level of expenditure that is generally adequate enough to show that such funds have not been used in violation of the restrictions and prohibitions applicable to the programs covered by this plan; and

   c. Complies with the Financial Management System provisions contained in FTA Circular 5010.1D, Chapter II or applicable updates.

4. Financial records, including supporting documentation and other pertinent grant records will be retained by MDOT (and sub-recipients) for a period of at least three (3) years from the date that the final payment is made by or submitted to MDOT. All such records and information will be made available to authorized representatives of the U.S. Department of Transportation and the Comptroller General upon request and authorization by the MDOT governing authority.

5. If MDOT is notified officially of litigation, audits or other claims, appropriate records shall be retained until all litigation, claims or audit findings have been resolved.

6. At a minimum, the financial records maintained by or on the behalf of the MDOT, shall be consistent with the requirements established in the FTA Circulars cited above, e.g. 9040.1F; 5010.1D and 9070.1F.

7. During the course of completing an approved project, it may become necessary to revise or amend the approved budget. Revisions and amendments shall be subject to the conditions set forth in this chapter. (See X-J thru X-K).

## X-C **Project and Account Identification**

1. All FTA funded projects included in the approved Annual Programs of Projects (POPs) shall be assigned a Financial Management System (FMS) Project number. The 6-digit number, which should be used in all correspondence relating to the project, will be generated via the Financial Management System by an assigned PTD staff person.

2. After receiving grant approval, the MDOT will initiate all FTA funded projects by use of a standard contract agreement. This agreement will be developed in consultation with assigned legal counsel and be based in part on the guidance contained in the FTA's "Best Practices Procurement Manual"; approved contract boilerplate provisions and other related program guidance. PTD will initiate all FTA funded projects by completing and submitting the standard CAD-683 (FTA) request for program approval in accordance with standard operating procedures (See Appendix B). This form has been modified slightly to conform to the needs of the FTA programs. The OED-683 (FTA) will be transmitted to Financial Management after review and signature by the Public Transit Director and the Director, Office of Intermodal Planning. A master list of project numbers will be developed and maintained annually by the Public Transit Division.

3. MDOT Standard Operation Procedures will be used in the coding of all FTA grants and projects.

4. Internal set-up of project accounts by the Public Transit Division will include the following steps:

   a. Within 30 days of receipt of notification or grant award from the FTA, and following execution by the Executive Director, copies of grant awards will be transmitted by the PTD to the Financial Management Division.

   b. Project accounts will be set up by the assigned PTD staff person using the Financial Management System. The approved POP, approved project budgets and contract data (e.g. counties served) are the basis for the necessary information.

   c. Request for Program Approval (CAD-683) forms will be submitted by the PTD to the Financial Management Division, after signature by Public Transit Director and the Director, Office of Intermodal Planning, within 45 days of the execution of the grant agreement.

X-D **Pre-Award Audit**

1. For first time contractors, the MDOT, upon receipt of the Project's executed Agreement, may request that the contractor/sub-recipient provide a complete copy of the agency's most recent audit or may request a review by MDOT's Internal Audit Division or may request the contractor to secure an outside auditing firm to perform a pre-award audit to:

   a. Determine that the Contractor's accounting system is adequate and capable of segregating, accumulating, and maintaining allocable and allowable costs as they apply to the project and/or contract and to document necessary facts that might be needed in post audits;

b. Establish that proper record retention will be maintained after project completion in order that a post audit of records can be completed (record retention shall be required for a three (3) year period after payment of final billing or completion of the project, whichever occurs last);

c. Establish procedures or issue any necessary special instructions to the project that would help ensure compliance with the terms and conditions of the contract agreement;

d. Establish that proposed costs are reasonable and in line with those that the contractor is currently incurring, to be determined by an overhead audit, if necessary;

e. Confirm that the contractor has the financial capability to perform the services required; and

f. Determine that the applicant has an inventory procedure to ensure that equipment and spare parts purchased with federal funds can be accounted for.

2. If a pre-award audit is requested, two (2) copies of the results of the audit shall be forwarded to the Public Transit Director.

3. If the accounting procedures are determined not to be acceptable, the grantee will be advised of acceptable procedures. The results of the pre-award audit will be included in the project file, along with a summary of corrective action taken as a result of the audit.

4. To comply with the pre-award audit provisions a contractor may elect to provide the MDOT with audit documentation for its existing programs. This documentation will at a minimum include a copy of the most recent A-133, audited financial statements or other compliance audit reports and any corrective actions taken in response to findings or questioned cost. This documentation will be reviewed by the Public Transit Division and may be forwarded to MDOT's Internal Audit, Financial Control and/or Legal Divisions for review, as appropriate.

X-E **Establishment of Project Accounts**

1. Each sub-recipient authorized via a contract shall establish and maintain project accounts for FTA funds, either independently or within the existing accounting system. These accounts must allow for all expenditures and revenues to be tracked independently of other funds.

2. The contractor shall be responsible for documenting and supporting all costs charged to the project. Examples of adequate documentation include, but are not limited to:

   a. Properly executed payrolls and time records;

   b. Bids and quotations;

   c. Invoices;

   d. Contracts;

   e. Vouchers; and

   f. Bill of sale.

3. Capital Reserve Accounts, where allowed by federal guidance, may be established by contractors for the acquisition of vehicles. However no FTA funds may be used to establish or maintain such accounts. All funds must be tracked in the project accounts and documented in the projects annual audit or year end statements submitted to MDOT. When contractors receive funds derived from the sale, casualty loss or other disposition of FTA funded vehicles, contractors may be advised to implement one of three options:

   a. With MDOT approval , funds must be placed on deposit and used to offset the total cost of replacement vehicles;

   b. With MDOT approval, use these funds to offset the total cost of other eligible project expenses; or

   c. Refund the federal share to MDOT.

X-F **Requests for Reimbursement**

1. Payment of reimbursable expenses may be made by MDOT only upon receipt of an appropriately signed and dated itemized invoice or Reimbursement Request. MDOT reserves the right to require the submitting of support documentation for any and all costs from the project.

2. The project shall submit request(s) for payment on forms and m a manner prescribed by MDOT. (See Appendix C).

3. Reimbursement Requests should be submitted monthly by each contractor in accordance with the Division's Processing Calendar or other guidance. A signed and dated original along with the required supporting documentation must be

submitted via a transmittal letter signed by the Executive Director or other authorized representative.

a. All revisions (i.e. line item transfers) to the approved budget programmed amounts shown on the Reimbursement Request must be noted and explained in writing by the authorized representative. The PTD reserves the right to disallow or defer any revisions that are not clearly justified and done in accordance with established procedures.

b. Repeated failure to comply with the established monthly submittal schedule and documentation could delay MDOT reimbursement payments, and result in formal notice of non-compliance being submitted to the Contractor's Executive Director.

4. The Public Transit Division shall review and approve requests for reimbursement after determining that costs are necessary in order to accomplish the project and are within the scope of the project, as described in the project application and as reflected in the approved budget. Review and approval of Reimbursement Requests is a four step process.

a. Initially requests along with supporting documentation will be distributed routinely within two days after being logged into the mail log. Requests are distributed to assigned staff (i.e. first level reviewer) for processing.

b. Each request shall be checked for accuracy and completeness by the assigned staff. Adjustments that are made must be initialed by this first level reviewer and discussed with the designated project representative. In the event that the original request is modified, a remittance advice memorandum must be signed by the Director and forwarded via mail or fax to the contractor.

c. All reimbursement requests will be processed using the Public Transportation Program's Automated Data System; i.e. monthly project reimbursements payment tracking form, project reimbursement record, and contractor's estimate recap sheet for each payment request. (See Appendix D)

d. First and second level reviewers must ensure that the payment request is consistent with the approved budget and supporting documentation. Atypical or questionable entries and any possible category shortages or potential overpayments must be discussed with the Director.

5. In addition to preparing the two (2) originals of the Contractor's Estimate (CAD-001), first level reviewer shall review the Fleet Operations Cost Report; (PTD-ATDS4) and the Summary Vehicle Progress Report (PTD-ATDS5). These

reports are used in the analysis and verification of expenditures, level of services delivered and review of project fleet performance. (See Appendix E)

a. After review of the Reimbursement Request, assigned staff will prepare and submit the two (2) original Contractors Estimates (CAD-001) forms along with the original signed Reimbursement Request and supporting documentation, for review and signature by the second level reviewer and final approval by the Director. The CAD-001 will be prepared using the codes generated through the MDOT Financial Management Division and in accordance with Standard Operating Procedures (e.g. No. FCD-06-02-01-000).

b. Prior to submitting to FMD, all reimbursement requests must be reviewed and signed by the PTD Director or designated manager.

c. The signed original CAD-001 's along with two (2) copies of the verified Reimbursement Request will be hand carried to the Financial Management Division for processing of payment warrants.

6. All Reimbursement Requests and subsequent CAD-001's shall be reviewed in accordance with the PTD's internal standard operating procedure (See Appendix F.), generally outlined as follows:

a. The assigned staff shall review the itemized request to determine that budget funds are available and costs are allowable. Costs must be:

(1) reasonable in amount for the goods and services purchased;
(2) actual net costs to the project, defined as the price paid minus any reftmds, rebates, or other items of value received by the project, including credit for sales taxes paid by local governments and private nonprofit organizations eligible to file for sales tax refunds for the State Tax Commission;
(3) incurred for work performed within the periods of performance specified in the Contract;
(4) in conformance with the standards for allocability of costs set forth in:

(a) Applicable OMB Circulars
(b) Federal Procurement Regulations; and
(c) FTA Circulars.
(d) Satisfactorily documented, unless otherwise waived by MDOT; and
(e) Treated uniformly and consistently under the contractor's accounting principles and procedures.

7. Costs deemed unallowable shall be deducted from the net requested amount prior to payment.

8. Because final Division level approval of all requests for payment is the responsibility of the Public Transit Division Director, the Director will review, approve and sign all internal payment related documents (e.g., CAD-001 and FMD-684) before they are submitted to FMD.

9. A retainage of five percent (5%) of the approved payment amounts will be withheld from all payments to formula program sub-recipients, except for those funded via Section 5310. Retainages will be recorded in MDOT's accounting records until the project is completed, accepted, and released only after the final Internal Audit Division report is issued.

X-G **Interim Requests for Payments**

1. As an additional option, on a case by case basis MDOT may allow for projects to submit an interim request for payment for certain allowable costs. The interim request for payment method of invoicing must be approved in writing by the Public Transit Director, prior to such request being made. This option may be approved for projects that meet the following criteria:

    a. a written request, including justification for and identification of the cost to be requested for payment, must be submitted by the Executive Director of the project;

    b. the project or sponsoring agency must be satisfactorily complying with financial management requirements; and

    c. the project must have a demonstrated ability to accurately budget and report revenues and expenditures. Such budgeting and reporting must be documented and in compliance with MDOT policies and procedures.

2. Projects that meet these criteria may be allowed to submit a request for payment for significant costs that are to be incurred and paid within the next thirty (30) days. Such requests must be submitted in accordance with established procedures.

3. All interim requests for payment must be supported by documentation. Acceptable documentation may include invoices, bids, and schedules of payment or other methods used to determine actual cost.

4. MDOT may honor such interim request for payment by advancing the federal share of allowable costs that the project has incurred and will pay within the next thirty (30) days.

5. MDOT reserves the right to require documentation that such payments have been made within the thirty (30) day period as a part of subsequent reimbursement requests.

X-H **Other Payment Requests**

1. For the purposes of this SMP "Other Payments" include all payments that are not charged to a specific pre-approved Project Budget.

2. All such payment requests shall be entered into the mail tracking log as they are received.

3. All such payment requests will be distributed to the assigned staff. Contractor payment requests will be distributed to the staff assigned as the monitor/contract Director.

4. RTAP payment requests will be given directly to the staff person assigned to process RTAP payments. All other requests will be processed by an assigned PTD staff person.

5. All RTAP requests will be reviewed for accuracy and completeness based on PTD's prior authorization.

6. All requests must include original dated, signed and numbered invoice that specifies goods and/or services.

7. All RTAP invoices must be initialed and footed by assigned staff person.

8. Upon receipt of the payment request/invoice for all "other costs", assigned staff will prepare and submit a Receiving Report for review and signature by the Director. Coding must be consistent with the appropriate FMD SOP. The receiving reports will be submitted to FMD in accordance with standard transmittal procedures.

9. RTAP expenditures are tracked using the FMD Project Expenditure Report.

X-I **Other Payment Processing**

1. MDOT's FMS Standard Operating Procedures will be used in distributing costs for all goods or equipment paid for with FTA Grant Funds.

2. All checks received by the PTD must be recorded via mm1bered receipts that are reviewed and approved by the Public Transit Director.

3. A standard remittance advice memorandum will be prepared and submitted to Financial Management Division to transmit all local match, refunds or rebates payments made by contractors.

X-J **Budget Revisions**

1. The approved project budget is sent to the contractor along with the MDOT grant award or Notice to Proceed. The project is responsible for controlling and monitoring all project activities to ensure they are reasonable and necessary to carry out the project in accordance with the applicable Grant Agreement, OMB Circulars, and other applicable regulations. Any deviation from the approved budget is the responsibility of the project. As with the original approved project budget, the revised budget document must indicate approval by the PTD, and must include the funding source grant number and assigned project number. All 5311 Contractors are required to submit a Quarterly Budget Analysis in the format prescribed by the PTD. (See Appendix G) This analysis must reflect the most recent approved budget.

2. During the course of the project, it may be necessary to revise the project budget. A budget revision is defined as the transfer of funds **between** line items. Funds may be transfened from one line item to another to increase or decrease the amount of any line item within the administrative, capital and operating categories, but not between the categories (tllis would require an amendment). All budget revisions must be approved by the project's Executive Director or Coordinator prior to being submitted for MDOT approval.

3. The revised project budget request form, including a justification, shall be forwarded to the PTD after approval by the project's designated representative. These documents are reviewed by the assigned PTD staff who then make a written recommendation to the Public Transit Director. The project will receive written notice from MDOT, approving, modifying or rejecting the roposed revision, except as noted below in #5. Only those budgets that are officially transmitted by the PTD, initialed and stamped "Approved" are considered the official project budget.

4. Generally, budget revisions should be limited to only one per quarter. The need for a possible revision shall be examined during each quarterly budget review and monitoring visit.

5. To allow the project greater flexibility in managing expenditures without prior approval, funds may be transfened from one line item to another to increase or decrease the amount of any line within the administrative or operations sub-categories. **Transfers may not** be made between these categories. The project, without receiving prior approval of a budget revision may include for reimbursement expenditures, which exceed approved budgeted line items under the following conditions only:

    a. the over-expenditure in the line item is based on substantiated allowable costs;

b. the over-expenditure does not exceed the approved line item by more than ten percent (10%) or $500.00, whichever is less; and

c. the over-expenditure has been discussed with the assigned MDOT staff and is documented as such on the subsequent reimbursement.

6. In all instances project staff have the responsibility for reconciling the budget narrative with the approved budget.

7. To the greatest extent practical revised budgets are to be prepared using the ATDS. The latest approved revised budget must reflect the revision approval date in the system and the hard copy of the document.

X-K **Project Budget Amendments**

1. Budget amendments are required when a change in the scope of the project is necessary that will involve an increase or decrease in the total federal and/or state financing of the project. For the purposes of this SMP, decreases refer to a deobligation of funds from the approved project budget. Budget amendments differ from administrative amendments, as discussed later in this plan. For the purposes of this SMP the scope of the project is define as the broad purpose and objectives of the project.

2. All requests for project budget amendments must be submitted in writing to the Public Transit Director justifYing the need for changes in total funding.

3. Written authorization must be provided by the MDOT prior to the project incurring costs against any supplemental authorization of Section 5311 funds.

4. Project budget amendments shall be considered as a major change in the project scope and shall necessitate the revision of the appropriate Program of Projects (POP) and execution of a Supplemental Agreement (See Attachment E). As the first option, Supplemental Agreements will be funded from available Program Reserve funds. Transfers from existing Category A orB projects are the second option. All transfers must be noted on the affected POP.

5. Preparation of Draft Supplemental Agreements (S/A) is the responsibility of the assigned Transit Specialist/Operation Analyst/Manager. All draft S/A 's along with supporting documentation, e.g. budgets, detailed justification, recommendation memorandum shall be discussed with the Public Transit Division Director, prior to review by legal counsel and subsequent Commission Action.

6. All S/A's are to be transmitted via memo through the Public Transit Division Director to the assigned legal counsel for review. To the greatest extent practical S/A's are to be prepared using the most recent approved standard formats.

7. Supplemental Agreements must be submitted for formal Commission action through the Director, Office of Intermodal Planning.

X-L **Grant Financial Management**

1. The PTD will utilize expenditure reports developed and maintained by the Financial Management Division along with the PTD's Grant Tracking Spreadsheet for tracking and reconciliation of active FTA grant. These documents are intended to track the grant funds awarded as follows: by the FTA grant number, e.g. MS-18-X009; by sub-recipient approved in the Program of Projects, e.g. Natchez Transit; by budgeted category, e.g. Capital, Administrative and Operations; and by total funds obligated, expended, retained and available balance. (See Appendix H) These documents will also be used in the annual grant closeout process to reconcile final expenditures and to calculate grant balances that are available to be transferred or deobligated.

2. The Grant Tracking Spreadsheet was developed to track monthly reimbursements and expenditures for each active project authorized for that grant. The spreadsheet will be maintained for each grant that has active sub-recipient contracts. It is an automated document that allows for periodic calculation of project expenditures by category, project budget balances and the aggregate grant balance. The spreadsheet draws its information from the current POP, Contractors Estimates, Receiving Reports and approved project budgets.

3. Expenditure reports are usually produced monthly by FMD. This report will be used to assist in preparing annual reports to FTA, to track funds awarded, funds expended and verify available balance including Program Reserve funds. This monthly report will be derived from the FMS system.

4. Annually or as appropriate a request will be made to FTA to deobligate all funds remaining on inactive grants that are ready for closeout. These ftmds are to be routinely reobligated to either the most current active grant through a grant amendment or included in a new grant to the state (i.e., annual application). FTA must be notified in writing concerning deobligation requests.

X-M **Project Audit and Closeout Procedures**

1. MDOT is responsible for ensuring that contractors have audits performed consistent with the requirements of OMB Circular A-133. These audit responsibilities include ensuring that audit findings are resolved and that

problems are brought to the attention of FTA in accordance with the OMB audit compliance supplement for FTA grants. To the extent that the supplement is applicable to the formula programs covered by this SMP, the provision will be applied. As a part of the close-out process for each project MDOT shall make use of the A-133 federal audit requirements and/or year-end financial statements review procedures. The purpose of the compliance post audit, if required, and year-end financial statements review is to determine whether the MDOT's contractors:

a. Can provide financial statements that fairly represent the financial position of the project or sponsoring organization along with the results of the financial operations in accordance with generally accepted accounting principles;

b. Have in place internal accounting and other controls to provide reasonable assurance that the federal financial assistance programs are being managed in compliance with applicable laws and regulations;

c. Have complied with laws and regulations that may have a material effect on their financial statements and on the projects; and

d. Are complying with the standards for financial management systems as provided in the Common Rule.

2. The MDOT recognizes the most recent version of the single annual audit requirement of the "Single Audit" Act as contained in Circular A-133. These requirements will be applicable to recipients of FTA grant funds to the extent that the authorizing documents and federal guidance require compliance. To that extent, the MDOT's contract agreements for FTA funds will contain a requirement for sub-recipients to comply with the Single Audit Act and its subsequent an1endments and/or guidance.

3. In addition to complying with the A-133 requirements, all 5311 contractors specifically must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5311 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3 of the contract. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation without adequate justification may result in the forfeiture of the retainage withheld by the Department.

4. To the extent required by federal guidance, each 5311, 5310, 5316 and 5317 Contractor shall cause an annual audit to be performed in accordance with OMB Circular A-133 and guidance provided by the Department. To the greatest extent practical, if an audit is required, one copy shall be submitted to the

Department within one hundred eighty (180) days of the period of performance listed in the contract or the provisions of the A-133 circular. Failure to acquire an audit, if required or directed by MDOT, as stated herein without substantial justification to and written concurrence from the Department will result in forfeiture of retainage withheld by the Department. Such retainage may be used to pay the cost of a review and/or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Commission.

5. When the audit report and/or Statement of Revenues and Expenditures are submitted, they are to be entered in the annual audit review tracking spreadsheet. Assigned staff shall review documents to ensure completeness and consistency with records. This is also the time when the staff should review all programmatic records to ensure the project has complied with all regulations, etc.

6. Compliance with the audit requirements places a significant responsibility on the sub-recipients to effect prompt resolution of all audit findings and recommendations. The status of outstanding findings and recommendations will be monitored by the PTD and reported to lAD.

7. If there are outstanding issues or questioned costs, the assigned PTD staff must work with the grantee and/or the auditing firm for these to be resolved. Once these issues are resolved, the appropriate documents are forwarded through the Director to the MDOT's Internal Audit Division (lAD) for review. All items forwarded to lAD or received from lAD are to be logged in the Year-End/Audit Review Tracking Spreadsheet.

8. All audit reports received from contractors will be submitted to lAD for their review via a signed transmittal memo. The lAD will review each audit submitted and provide a written response concerning the compliances status of the project. Any corrective actions noted must be resolved prior to closing the contract.

9. Assigned specialist or Analyst must ensure that a complete copy of the information submitted to lAD and signed documentation of their internal review as well as efforts to resolve issues or questioned cost are included in the affected project file.

10. All instances of overpayment or refunds due to MDOT must be discussed with the Director prior to submitting documents to lAD and/or making a written request to the contractor for payment or refund. To the greatest extent practical overpayments to and refund from contractors will be accounted for through adjustments to retainage held by MDOT.

X-N **YEAR-END REVIEW PROCEDURE**

1. The MDOT's procedures for audit and year -end statement reviews of FTA funded project contracts include three distinct phases. They are as follows:

2. Transmittal Phase - **REQUEST FOR lAD REVIEW**

The following items are to be submitted by PTD to the lAD Auditor Director through the PTD Director: **(Note: copies must be }{ept for each project's file.)**

a. An Interdepartmental memo stating that the project is complete and requesting a review by the Audit Division to allow final payment of retainage and any additional final costs.
b. A memo to the Director that specifically explains all additional costs, overpayments, questioned or disallowed costs.
c. Signed original of year-end statements/schedules; copy of audit report (where applicable) and schedule of reimbursements requested, amounts paid and retainage with held.
d. All relevant Contracts, Supplemental Agreements, monitoring reports and budgets.
e. All CAD-001 forms and a copy of the most current and applicable Project Expenditure Report.

2. **INTERNAL AUDIT REVIEW PHASE**

lAD will then conduct a desk review to make determine:

a. All material submitted appears accurate and reasonable.
b. The applicable financial statements meet Federal requirements.
c. Amounts shown for payments on CAD-001's agree with the records for actual amounts paid and reconcile with FMD records.
d. Additional cost due to contractor or repayment to MDOT is justified

3. **FINAL PAYMENT PROCESSING AND CLOSEOUT**

a. If everything is found to be in order, the lAD will submit a report to PTD through the Director of Intermodal Planning. Assigned Public Transit staff will then prepare a final request for payment on the CAD-001 Form. This form is to be routinely submitted with a copy of the lAD Audit Rep011 to FMD for payment. Public Transit staffwill routinely prepare the final payment documents to be processed in accordance with standard procedures. A standard PTD 520 Close-Out Memorandum along with a CAD-684 are also to be submitted to the Director for approval. (See Appendix I). CAD-684's are to be used to prepare an adjusted or final POP for grant closeout. PTD-520 and CAD- 684 forms are to be submitted to FMD by the Director through the assigned staff. The assigned Specialist or Analyst has the responsibility for ensuring that a specific project is

closed. Other assigned staffs are responsible for stamping the project files "closed" and subsequently arranging for storage.

b. A final payment letter stating any amount(s) owed from or due to the project will be prepared by the assigned specialist/analyst and forwarded to the project. This letter is used to inform the contractor of MDOT's acceptance of the financial statements and audit report; request payment of funds from a project, inform project of funds owed to them and/or advise that the project is being closed. A copy of the appropriate lAD report must be attached to each letter.

c. Any amounts to be refunded to MDOT shall be repaid within 120 days of notification by MDOT. Failure to do so may result in delays in payment of subsequent invoices (i.e. reimbursement requests and requests for payment). At a minimum, the following may result in requests for repayments/refunds:

(1) Excess program generated income (e.g. fares, contract or advertising revenue);

(2) Excess contributed income dedicated or restricted by the contributing source for use in the current project; and/or

(3) Other excess income (e.g. direct grants) that results in excess local.

d. In accordance with FMD SOP's a CAD-684 and closeout memorandum will be used by the Public Transit Division to notify the Office of Intermodal Planning, and Financial Management when a project is to be closed out.

e. Annually all open contracts are to be reviewed for closeout.

f. Using the appropriate TEAM functions, project and grant closeout(s) will routinely be documented to FTA as a part of the Annual Progress Report(s). In addition a final Federal Financial (FFR) Report will be submitted to FTA, consistent with FTA Circulars.

## X-0 Revisions to Program of Project

1. Overview

a. MDOT may revise an approved program of projects without constituting a change in scope which would require the deobligation and reobligation of funds. The scope of the grant is the approved program of projects in its entirety. The addition of Federal funds to the approved program of projects is a change in the scope of the approved program of projects and requires an amendment of the grant agreement.

b. For changes that affect the budget line items in the grant budget, MDOT will notify FTA by setting up a budget revision in TEAM. For those changes that only affect the Program of Projects (POP) the MDOT will attach a new program of projects to the "project management milestones'' section and then notify FTA, via e-mail, that it has attached the new program of projects. In addition, grantees should also notify FTA of changes to the program of projects when submitting the annual program status report.

c. Revisions to approved Programs of Projects (POP's) that do not constitute a change in scope will be routinely done by the Public Transit Division. These revised POP's will be stamped approved, initialed by the Director. An explanation of the revision(s) should be entered in the grant file or specifically noted on the POP.

d. The addition of federal funds to an approved POP is considered a change in scope and will require approval of the Transportation Commission and the FTA (in accordance with appropriate guidance).

e. Only the addition of Federal funds or other change in the scope of an approved POP will require an amendment to the grant agreement and therefore require FTA and Commission approval.

f. All approved revised POP's must be entered into TEAM as an attachment to the affected grant as a part of the PTD's routine reporting to FTA.

g. The following are examples of project and funding revisions that do not change the scope of the approved program of projects. Unless FTA notifies the State otherwise, the following levels of notification and FTA approval apply to revisions:

1. Revisions Not Requiring Prior Notification or FTA Approval. The State may make the following revisions without any prior notification to or approval by FTA:

a. Delete a project from the program of projects if the project cost is less than the $250,000 or 10 percent of the total of the program of projects, whichever is greater;

b. Advance projects from Category B to Category A, provided the prospective sub-recipient is in compliance with all applicable Federal requirements, and the State has no information suggesting otherwise;

c. Allocate Category C funds to existing projects, if the funds are within their period of availability;

d. Reallocate funds within an approved program of projects among approved projects within a local area or from one local area to another. This includes adjustments of local project funding levels to accommodate changes in vehicle

or equipment requirements, including number and type of vehicles and changes in operating costs;

e. Add equipment or property transferred from a sub-recipient to another sub-recipient listed in the program of projects, regardless of whether the items were originally funded from a different grant;

f. Transfer funds designated for intercity bus projects within the program of projects for use in other intercity bus projects, or to other projects if more than the required percentage has been allocated for intercity bus projects and the transfer of funds to another project would not reduce the intercity funding below the required percentage; and

g. Transfer funds designated for RTAP projects within the program of projects for use in other RTAP projects.

2 Revisions Requiring Notification to FTA, But Not FTA Approval. The MDOT may make the following revisions after notifying FTA:

a. Allocate Category C funds to new operating assistance projects or capital projects under $250,000, within the period of availability of funds, provided the prospective sub-recipient is in compliance with all applicable Federal requirements, and the MDOT has no information suggesting otherwise;

b. Create new operating assistance projects or capital projects under $250,000 with funds subtracted from other projects within the approved program, or assign transferred equipment or property to a sub-recipient not previously listed in the program of projects, provided the prospective sub-recipient is in compliance with all applicable Federal requirements, and the MDOT has no information suggesting otherwise; and

c Delete or reduce a project by more than $250,000 or 10 percent of the total program of projects, whichever is greater.

3. Revisions Requiring FTA Approval. The MDOT may make the following revisions to an approved program of projects only after obtaining approval from FTA:

a. Allocate more than over $250,000, or 10 percent of the total of the program of projects, whichever is greater, for any new capital project;

b. Change intercity bus projects if the change would result in less than 15 percent of the annual apportionment being designated for intercity projects. This change can only be made if the Governor certifies that the intercity bus transportation needs of the State are adequately met, as described in Chapter VIII;

c. Advance to Category A any prospective sub-recipient with serious questions of compliance with Federal requirements remaining unresolved;

d. Advance to Category A any project that does not meet the NEPA requirements for a CE; or

e. Advance to Category A any project for the acquisition of property with a value in excess of $250,000.

4. Update to Program of Projects. The most recently updated program of projects submitted by the MDOT to FTA in its annual program status report or in the course of making revisions will be considered the approved program of projects, incorporated by reference in the grant agreement. Only the addition of Federal funds or a change in the scope of the approved program of projects requires amendment of the grant agreement.

## X-P GRANT MODIFICATIONS.

At times, it may be necessary to modify a grant after it has been awarded by revising the budget or amending the grant. MDOT is responsible for controlling and monitoring all grant activities to ensure that they are carried out in accordance with the approved budget. MDOT will rely on the specific requirements that are included in each formula program circular when considering and or requesting a budget revision, an administrative amendment, or a grant amendment. All grant modifications will be electronically submitted, reviewed, and approved in TEAM.

1. Budget Revision.

a. General. Budget revisions may be made as long as there is no change in the purpose, scope codes, and Federal funding of the grant, regardless of the fiscal year the funds were appropriated. Budget revisions must be consistent with the activities contained in an approved Statewide Transportation Improvement Program (STIP). Useful life of new activities must be addressed in the budget revision, as applicable.

MDOT may request budget revisions either before or after incurring costs, depending on the nature of the request. If the budget revision meets the criteria outlined below in paragraph 3, FTA concurrence is required before incurring costs associated with the proposed change.

b. Budget Revisions that Require Prior Approval. Under certain circumstances, MDOT must obtain FTA approval before incurring costs related to a proposed budget revision. Example are:

(1) The Federal share of the grant exceeds $100,000 and the change in the cumulative amount of funds allocated to each scope from the originally approved scope exceeds 20 percent.

(2) Federal funds are transferred between ALis with different Federal matching ratios, such as moving funds from a capital activity with a match ratio of 80/20 to an operating activity with a match ratio of 50/50. This activity also requires a financial purpose code (FPC) transfer. See paragraph (4) below.

(3) Changing the Federal share of an existing ALI; such as changing an ALI from 80/20 to 83117 to account for compliance with ADA or Clean Air Act (CAA) requirements.

(4) For revenue rolling stock, when the budget revision changes the number of vehicles to be purchased by more than two units (for grants with fewer than 10 vehicles) or more than 20 percent from the quantity identified in the original grant.

If the change in the number of revenue rolling stock vehicles exceeds 20 percent, the revision must meet FTA's spare ratio requirements and should be supported by a bus fleet status report.

(5) The budget revision changes the size or physical characteristics of the ALis without changing the project scope.

(6) The addition of an ALI to an existing scope included in the grant, provided that the request does not change the amount of Federal funds awarded in the original grant or change the scope of the project contained in the grant. The addition of an activity within an approved scope requires that the grantee affirm in the budget revision request that the new activity is consistent with the approved STIP and, if applicable, has satisfied NEPA requirements.

2. Administrative Amendment.

(a). General. An administrative amendment is usually initiated by FTA and may only be used when no change will result in the scope, amount or purpose ofthe grant. An administrative amendment may be used to change or clarify the terms, conditions, or provisions of a Grant Agreement. An administrative amendment is also used to, to transfer equipment from one grantee to another, or to deobligate Federal funds that are no longer needed to complete the approved project scope or purpose.

3. Grant Amendment.

(1) General. A grant amendment is required when there is either a change in the scope or an addition of Federal funds to an existing grant. Grant

amendments are subject to the same application requirements as a new grant request.

(2) Procedures. MDOT must submit grant amendments in TEAM using the "Create Amendment" screen. Grant amendments require a revised Grant Agreement, revised budget, and may require a change in the amount of funds obligated for the grant. An amendment is subject to the same requirements as a new grant.

(3) Change of Scope. A grant amendment is required when MDOT requests changes to the scope of a grant. For earmarks, all changes to the grant after award must be consistent with the original intent of the Congressional language. Your FTA Regional Office will assist you in making this determination. For example, if the earmark is for a facility, a grant amendment cannot be executed to add a scope for vehicles.

(4) Change in Federal Funds. FTA requires a grant amendment if the request changes the total amount of Federal funds in the grant. The one exception is if the scope of a grant is unchanged and the only action is the deobligation of funds, an administrative amendment is used to process the grant modification. See paragraph b, "Administrative Amendment," above.

## X-Q GRANT CLOSE-OUT.

Grant close-out is the term used to signify the process by which FTA determines that all activities in a grant are complete and Federal funds have been expended.

Grantee's Role and Responsibilities.

(1) The grantee must initiate close-out of a grant when all approved activities are completed and applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The grantee should electronically submit the following in TEAM as part of the grant close-out process:

(2) Final budget reflecting actual project costs by scope and activity;

(3) Final FFR;

(4) A final narrative MPR indicating the actual completion date of each ALI, a discussion of each ALI contained in the final budget and list of project property purchased under the grant;

(5) Request to deobligate any unexpended balance of Federal funds; and

(6) Any other reports required as part of the terms and conditions of the grant.

B. Close-Out by FTA. FTA may unilaterally rmtlate grant close-out. Circumstances that could cause FTA to close-out a grant in whole or in part at any time before project completion include:

(1) Grantee failure to comply with the terms or conditions of the Grant Agreement or other Federal requirement;

(2) Continuation of the project would not produce results commensurate with further expenditure of funds;

(3) Funds are no longer needed to accomplish the grant purpose;

(4) Failure by the grantee to make reasonable progress to complete approved grant activities; or

(5) Determination that the project has been essentially completed and/or approved funds have been substantially drawn down.

C. Adjustments to Federal Share of Costs. Necessary adjustments to the Federal share of cost are made after FTA receives and reviews the required close-out information. Adjustments may also be necessary after the audit required by OMB Circular A–133 is performed. FTA funds are not available for audit or other grant activities after a grant has been closed. Additional information on the A-133 audit is contained in Chapter VI, Financial Management. Any Federal grant funds received by the grantee but not expended must be returned to FTA. For more information on returning funds to FTA, see Chapter VI, Financial Management.

## X-R Reporting

1. National Transit Database CNTD) Reporting. The NTD is the FTA's primary national database for transit industry statistics. NTD data consists of selected financial and operating data that describe public transportation characteristics. As a result of SAFTEA-LU sub-recipients of the Section 5311 Program are required by statute to submit data to the NTD. The legislative requirement for the NTD is found in 49 U.S.C. 5335(a). The most recent versions of FTA Circulars 2710.1 and 2710.2 contain a description of the system for collecting, recording, and reporting passenger data.

(a) Due Dates. NTD report submission deadlines are set by the end of the grantee's fiscal year. The due dates are November 30 for fiscal year ending between January 1 and June 30; January 31 for fiscal year ending between July 1 and September 30; and April 29 for fiscal year ending between October 1 and December 31.

(b) MDOT's reporting of NTD data will be confined to completing and submitting the appropriate Nonurbanized Area (Rural) reports. All NTD reporting will be done through the PTD on or about January each year in accordance with the current published schedules.

(c) Sources of data reported by the PTD in the rural reports are; Automated Transportation Data System; final quarterly budget analyses and accident/incident reports.

## A. X-S PROGRAM MEASURES

1. General. The FTA is required by law to "establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes" for each of its programs. These measures will be used at the program level and will not be used to assess individual grants. The MDOT will routinely collect information from all sub-recipients of the formula grant programs included in this SMP in accordance with the appropriate circulars. To the extent practical quantitative and qualitative information will be submitted concerning the various program indicators as a part of the annual grant reports (e.g. milestone progress reports summary) that the MDOT must submit to FTA.

2. Specific Program Measures. Based on guidance from FTA, MDOT will be capturing overall data necessary to meet the program measures reporting requirements of the Government Performance Results Act and the Performance Assessment Rating. The following program specific measures will be reported on. A.

**New Freedoms**

(1) Services provided that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year. Examples include geographic coverage, service quality and/or service times.

(2) Additions or changes to environmental infrastructure (e.g., transportation facilities, side walks, etc), technology or vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year.

(3) Actual or estimated number of rides (i.e. one-way passenger trips) provided for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year.

## B. JOB ACCESS AND REVERSE COMMUTE PROGRAM MEASURES

(1) Actual or estimated number of jobs that can be accessed as a result of geographic or temporal coverage of JARC projects implemented in the current reporting year.

(2) Actual or estimated number of one-way trips provided as a result of the JARC projects implemented in the current reporting year.

C. **SECTION 5310 PROGRAM MEASURES**

(1) Gaps in Service Filled. Transportation options that would not otherwise be available for older adults and individuals with disabilities measured in numbers of older adults and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership. Actual or estimated number of one-way trips provided annually for individuals with disabilities and older adults on Section 5310 supported vehicles and services.

# Chapter XI

## Procurement and Third-Party Contract Management

### XI-A Background

1. General. When procuring property, supplies, equipment, or services under an FTA formula grant, the MDOT will follow the same policies and procedures it uses for procurements from its non-Federal funds, to the extent permitted by Federal statutes and regulations. All governmental sub-recipients will follow State procurement procedures. However, because of differences between 49 CFR part 18 and 49 CFR part 19, FTA third party contracting requirements are fewer for States and sub-recipients that are local or tribal governments than for sub-recipients that are private non-profit organizations. For the sake of consistency, the MDOT will generally use the more detailed FTA requirements included in the current version of FTA circular 4220.1F for all sub-recipients as part of its State procurement procedures.

a. In some cases, MDOT may choose to grant federal assistance to a sub-recipient through an intermediary sub-recipient. For example, for public policy reasons, MDOT might pass funds to a non-profit organization through a local governmental authority. The arrangement between the first tier and second tier sub-recipient is not a third party contract if the ultimate sub-recipient would otherwise be eligible under a formula grant to receive funds directly from the MDOT and the ultimate sub-recipient intends to use those funds to pursue its own non-urbanized area transit project.

(1). MDOT recognizes that as a direct recipient, when Federal assistance is sought to acquire property or services in support of a proposed project, it shall certify to FTA, in accordance with 49 CFR 18.36 that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives. The exception is only to the extent FTA has expressly approved otherwise in writing. MDOT shall require all sub-recipients to provide similar certification annually. Any sub-recipient/ applicant that fell to provide this certification may be determined ineligible for assistance if MDOT determines that the sub-recipients procurement practices and procurement system are incapable of compliance with state and Federal laws, regulations, and directives governing procurements financed with federal funds.

(2). Procurement procedures used by MDOT and all sub-recipients, must comply with the following specific Federal procurement requirements:

a. MDOT's procurement practices must, at a minimum, comply with five specific Federal requirements contained in the most current FTA circular 4220.1F. These include the following: (1) for rolling stock, a five year limitation on contract period of performance; (2) a requirement for full and open competition; (3) a prohibition against geographic preferences; (4) the use of Brooks Act procedures for procurement of architectural and engineering services if the State has not adopted a statute governing procurement of such services; and (5) inclusion in contracts of all Federal clauses required by Federal statutes and Executive Orders and their implementing regulations.

b. MDOT is responsible for ensuring that sub-recipients are aware of and comply with Federal requirements. Consequently sub-recipients that are governmental authorities such as local or Indian tribal governments, sub-recipients that are Private Non-profit Organizations and Sub-recipients that are private profit organizations will be required to comply with FTA procurement requirements contained in the most current FTA Circular 4220.

2. The MDOT recognizes basic grant management requirements for state and local governments as presented in U.C.S., 49 C.F.R. Part 18, entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and for private nonprofit organizations at 49 C.F.R. Part 19, entitled "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" referred to collectively as the *Common Rule*. For general guidance the MDOT has opted to follow this "common grant management rule" along with the most recent published versions of the applicable FTA Circulars (including subsequent updates). Standard Department procurement procedures and policies will be followed to the extent they do not conflict with federal regulations.

3. For the purposes of this plan, third party contracts are those entered into for the procurement of supplies, equipment, construction or other services that are required to complete the project approved. The provisions of FTA circular 4220.1F, The FTA Best Practices Procurement Manual, including revisions, as well as applicable state purchasing laws and procedures, e.g. Procurement Manual prepared by the Department of Finance and Administration, shall be used as the basis for procurements, including third party contracting.

4. Unless so specified in writing, with the exception of vehicle purchases and/or refurbishing, all routine procurement and third-party contracting activities are the responsibility of the contractor. It is the policy of the MDOT that the contractor use its own procurement systems as long as it conforms to applicable Federal requirements and state purchasing laws as outlined in this plan and the terms of the Contract Agreement with the MDOT. The local project is responsible for settling all contractual and administrative issues arising from project

procurements undertaken with financial assistance provided by the MDOT. Technical assistance will be provided upon request.

5. The MDOT will routinely conduct a centralized procurement process at the state level for vehicles on behalf of formula program sub-recipients.

a. On a case by case basis MDOT may allow sub recipients to conduct direct procurements of vehicles. Any such procurement must be done in accordance with applicable federal and state procurement laws and requirements (pre-award /post delivery audit, fair and open competition, Buy America and Bus Testing).

6. Responsibility for compliance with the procurement provisions of the appropriate Contract Agreements, this management plan, the current Master Agreement and the latest version of FTA procurements guidelines e.g., Circular 4220.1F reside with the Public Transit Division and the Procurement Division along with consultation from the Legal Divisions as required. To the greatest extent practical, the MDOT will require that all procurements are consistent with the requirements of the Best Practices Procurement Manual and State Purchasing laws.

7. The procurement and contract standards set forth in this chapter apply to all procurements of professional services and capital equipment as well as to goods and services funded with FTA grant funds. These standards may be modified by the MDOT to comply with State purchasing laws, as needed.

## XI-B **State Procurement Options**

1. For all major procurements, i.e. purchases with an individual acquisition cost that meets or exceeds $100,000, a procurement team consisting of representatives from the following organizational areas may be developed to oversee the process as deemed necessary by the Public Transit Division Administrator or MDOT Administration. Procurement Team members may include representatives from:

    a. PTD (assigned by Public Transit Division Administrator);

    b. Procurement;

    c. Equipment; and Asset Management

    d. Legal, as appropriate

    The functions of this team may include develop and/or review equipment specifications, develop and review purchasing schedules, review solicitation documents, evaluate offers and in some instances recommend procurement awards.

2. Except as specified in wntmg, the MDOT through the Public Transit and Procurement Divisions shall conduct the procurement of all vehicles for formula program sub-recipients.

   a. Vehicles may be periodically procured through the use of an indefinite quantity or term contract that establishes the suppliers and prices for the contract specified period of time.

      (1) Indefinite quantity or term contracts are awarded in accordance with competitive bidding procedures prescribed by State statutes.

      (2) The Division may requisition vehicles on an indefinite or term contract on behalf of the project after receipt of a formal request from the project by the Project Director or a designated representative.

   b. Vehicles may be procured through a definite quantity contract.

      (1) The MDOT, through the Procurement Division, may request bids on behalf of a project for vehicles not available on a current indefinite or term contract.

      (2) The Procurement Division will procure vehicles in accordance with competitive bidding procedures prescribed by State statute.

3. Pre-procurement Planning/Purchasing Schedule

   a. Based on meetings with various organizational components within the MDOT, e.g. Procurement Division, Intermodal Planning and DBE program representativ, the Public Transit Division may, as appropriate, develop purchasing schedules for major capital acquisitions. These schedules, usually confined to the procurement of vehicles or other capital facilities investments, are intended to coordinate the internal procurement procedures, provide for a review of the proposed procurement to avoid the purchase of unnecessary or duplicative items (as required by 4220.1F Chapter I, paragraph 3d), and to ensure that purchases are properly timed.

   b. The Public Transit Division Administrator or designated staff will consult with the Procurement Director or designated staff to ensure that each major purchase, i.e. solicitation and bid opening, is conducted in accordance with MDOT Standard Operating Procedures, as well as the requirements of FTA Guidance, e.g., Circular4220.1F.

4. <u>Cost and Price Analysis</u>
   In accordance with current FTA guidance, (e.g., Circular 4220.1F, Chapter 1, paragraph 7), the Public Transit Division may consult with the Procurement Division to perform a cost or price analysis, as appropriate.

a. A price analysis is an evaluation of proposed price that does not involve an in-depth evaluation of all of the separate cost elements that comprise a potential contractor/bidder's price proposal. The intent of the price analysis is to determine if a price quoted for a particular product or service is fair and reasonable. In this context price analysis will be applied as a broad measure that includes the following actions:

- Comparison of competitive pnce quotations submitted to the organization;
- Comparison of prior quotations and contract prices with current quotations for the same or similar end-items;
- The use of rough yardsticks such as dollar per pound, per horsepower, or other units to point up apparent gross inconsistencies;
- comparison of prices or published price lists issued on a competitive Basis, and published market prices of commodities, together with discount or rebate schedules; and
- Comparison of proposed prices with independent estimates of cost developed within the purchasing office.

b. Cost Analysis

When appropriate, the PTD may choose to perform a cost analysis for potential procurement, especially contracts for professional services, to assist in forming an opinion of whether the proposed costs are reasonable and justified. When performing a cost analysis the PTD will consult with the Procurement Division to conduct an element-by-element examination of the estimated or actual cost of performing the terms of the contract, based on the following:

- verification of cost data submitted;
- evaluation of specific cost elements;
- necessity of ce1iain costs;
- the basis for allocating costs; including overhead costs; and
- the reasonableness of estimated costs.

5. Solicitation

The PTD will rely on the Procurement Division, to develop and maintain vendor lists for vehicle purchases to be supported with FTA funds. The actual solicitation will be undertaken at the direction of the Procurement Division, in the form and format that is consistent with Standard Operating Procedures.

6. Evaluating Responses

a. For sealed bid procurements, the evaluating criteria will be price and price-related factors, such as transportation costs or multiple awards versus aggregate awards discounts.

b. For negotiated procurements, where proposals are received, criteria that have been developed jointly by the PTD and the Procurement Division may be used. Examples of some evaluation criteria that could be used are:

- proper understanding of the scope of work;
- availability and experience of personnel;
- the contractor's proposed method of assuring timely and acceptable
- Performance of the work; and the contractor's compliance with FTA requirements such as Buy American, DBE, ADA, and Title VI.

XI-C **Local Procurement**

1. Procurements by formula program sub-recipients shall be conducted in accordance with the latest versions of OMB Circulars A-110, and A-122, FTA Circular 4220.1F, the "common rule", State Purchasing Statutes and Procedures, including guidance provided by the Department of Finance and Administration.

2. For contractor procurements with an acquisition cost of $25,000 or more, the PTD may confer with the procurement Division for concurrence.

3. As a result of bid threshold changes to State purchasing laws in Section 31-7-13, Mississippi Code of 1972 local procurements shall be conducted by one of the following four methods:

4. Purchases of goods and services which do not involve an expenditure of more than Five Thousand Dollars ($5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids.

5. Purchases which involve an expenditure of more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00), exclusive of freight and shipping charges, may be made from the lowest and best bidder without publishing or posting advertisement for bids, provided at least two (2) competitive written bids/quotes have been obtained. The project shall submit the proposed procurement terms and conditions, technical specification if applicable, and bids/quotes to the Public Transit Division for review and concurrence to ensure:

(a) The project has clearly and accurately described the technical requirements in the bid;

(b) The project has clearly set fmih the requirements the bidder must fulfill;

(c) The bid provides for open and free competition; and

(d) The project has made positive efforts to utilize disadvantaged business enterprises.

(2) Quotes must be solicited from at least two or more responsible suppliers.

(3) Copies of the quotes may be sent to the Division for approval by the MDOT. The project should indicate a recommended vendor.

(4) The MDOT shall concur with the projects' recommendations for award prior to the actual purchase.

(5) Upon notification to MDOT, the project may enter into a fixed price contract/agreement.

(6) The project shall utilize its own procedures for processing changes(s) in purchase orders. The Public Transit Division must be advised in writing when such changes affect the contract/purchase price.

c. Purchases which involve an expenditure of more than Twenty-Five Thousand Dollars ($25,000.00), exclusive of freight and shipping charges, must be made from the lowest and best bidder through a written formal competitive bidding process as follows:

(1) The project shall submit the proposed purchase terms, conditions, technical specifications and bid advertisement to the MDOT through the Public Transit Division for review.

(2) Advertising for competitive bids once each week for two (2) consecutive weeks in a regular newspaper published in the county or municipality in which such agency or governing authority is located.

(a) Bid requests are to be advertised in at least one newspaper having general daily circulation within the project's service area.

(b) Bid requests may also be mailed directly to potential bidders throughout the service area.

(3) The Public Transit Division (after consultation with the Procurement Office, as appropriate), shall concur with the project's recommendation for bid award prior to the execution of an agreement between the sub-recipient and the selected bidder. The project should provide the following information in requesting bid concurrence:

(a) A copy of the bid advertisement;

(b) A copy of the final bid specifications;

(c) A certified tabulation of the bid;

(d) A recommendation made by the project as to bid award; and

(e) Copies of the bids submitted, along with any pertinent correspondence relating to exceptions to the approved specifications.

(4) Upon approval of the Division, the project may enter into a firm, fixed price contract with the bidder.

(5) The Project shall utilize its own procedures for processing change orders in equipment purchases. The Division must be advised when such change orders affect the contract price.

d. Procurement of professional services or equipment costing in the aggregate $5,000 or less may be done through small purchase procedures.

(1) Small purchase procedures are those relatively simple informal procurements that are sound and appropriate for the amount projected to be expended on the service, supply, or property. The project shall utilize its own informal procurement methods.

(2) Price or rate quotations shall be obtained from an adequate number of qualified sources.

e. When an item or service to be procured is not such that a complete, adequate and realistic specification can be developed or when the item or service does not lend itself to a firm fixed-price contract, the project may conduct a competitively negotiated procurement. An example of an appropriate situation for a competitively negotiated procurement would be the procurement of architectural/engineering services whereby the competitor's qualifications are selected, subject to negotiation of fair and reasonable compensation.

(1) The sub-recipient shall be responsible for ensuring that:

(a) Proposals are solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request-for-Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;

(b) The Request-for-Proposal shall identify all significant evaluation factors, including price or cost where required, and their relative importance;

(c) the project shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offers for the purpose of written or oral discussions, and selection for contract award; and

(d) Award may be made to the responsible offer whose proposal will be most advantageous to the project, price and other factors considered.

(2) The Public Transit Division shall review the proposed negotiated contract. The project shall submit the following documentation in seeking this approval:

(a) A copy of the Request for Proposal;

(b) An explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the grantee's technical evaluation;

(c) A list of all proposals received; and

(d) A cost breakdown for the proposed contract proposal.

f. If procurement is deemed not to be feasible by the MDOT under any of the above procedures, the project may conduct a noncompetitive negotiated procurement. After consultation with the Procurement Division, noncompetitive negotiation shall be approved by MDOT through the Public Transit Division in advance. Approval will be limited to the following circumstances:

(1) The item is available only from a single source;

(2) Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;

(3) After solicitation of a number of sources, competition IS determined inadequate by the MDOT.

3. The project shall maintain procurement records sufficient to detail the significant history of the procurement, in accordance with the requirements of FTA Circulars and state purchasing requirements.

4. The project shall include in all third party contracts any required standard contract provisions as prescribed by MDOT's policies, FTA Circulars, the Best Practices Procurement Manual or state laws. (See Appendix J.)

## XI-D **Purchase of Service Contracts**

1. Where appropriate, Contractors are encouraged to use purchase of services arrangements (including private sector transportation providers). Under such arrangements, certain special conditions apply to the purchase of service agreement.

   a. The purchase of service contract must be either a cost reimbursement or fixed cost type contract.

      (1) Fixed cost contracts should have the cost calculated on a service or route specific basis, i.e. per passenger, vehicle or passenger miles, or a combination ofboth.

      (2) Fixed cost contracts should allow for some periodic evaluation of the fixed rate in order to accommodate changes in transportation costs.

   b. Profit is an eligible cost in the contract. The amount of profit may be established as a fixed fee, or as a percentage figure.

   c. In accordance with **FTA Circular 7010.1,** depreciation or lease of vehicles is an eligible expense in private sector purchase of service agreements. Depreciation must be based on acquisition, not replacement, costs and is eligible only for the local share of vehicle costs. Lease cost must be shown to be the most cost-effective method of providing necessary capital equipment. The MDOT must approve the inclusion of lease costs.

   d. Management or administrative costs incurred by the private sector provider should be prorated for only that portion of the operator's service being purchased with FTA funds.

   e. Section 5310 participation in a contract lease or other arrangement shall be limited to eighty (80%) percent of the net contract cost. These costs are defined as eligible capital costs in FTA Circular 9070.1 E, Chapter II Paragraph 7.

   f. Section 5311 participation in private sector contracts, lease or other arrangements shall not exceed fifty (50%) percent of the net contract costs for operating and administration expenses.

   g. Net contract costs shall be determined by adding the total eligible costs, including profit, then subtracting total revenues.

2. The MDOT should approve the proposed purchase of service contract prior to execution by the project.

## XI-E **Bid or Contract Protests and Appeals**

1. The local project is responsible for settling disputes ar1smg out of any procurement or contracting action at their local level.

2. Under limited circumstances, a bidder or contractor may protest to the MDOT the award of contract pursuant to a Section 5311 grant.

   (1) The MDOT's role in a bid protest shall be limited to the conditions set forth in **FTA Circular 4220.1F, Attachment B, entitled "Bid Protest Procedures"** and applicable SOP's Administrative Rules.

## XI-F **Property Management Standards**

1. The following definitions apply to the MDOT's property management standards for FTA funded projects.

   a. **Real property** is defined as land, including affixed land improvements, structures and appurtenances. Real property does not include movable machinery and equipment.

   **b.** **Personal property** refers to any property that is not real property. It may be tangible or intangible. Personal property includes equipment and supplies.

      **(1) Equipment** is defined as all tangible personal property that has a useful life of more than one year and an acquisition cost that **exceeds $500 per unit.** All vehicles purchased by or on behalf of FTA funded projects are considered as equipment.

      (2) **Supplies** covers all tangible property other than equipment.

   c. **Excess property** is defined as any property under the control of the project for which a determination has been made that the property is no longer needed to accomplish the project.

   **d.** **Net proceeds for sale of property** shall be considered the amount resulting from the sale of property that is no longer needed for transit purposes, less $100 or 10 per cent of the sale price (whichever is greater), which may be deducted to cover the cost of disposition.

2. All property acquired through an FTA grant shall be utilized and disposed of in accordance with guidelines, policies and procedures set forth in the following:

a. The project's contract agreement with the Mississippi Department of Transportation; and

b. This Plan and any other written guidance provided by the MDOT.

3. Title to all property shall be vested in the name of the project. The Mississippi Department of Transportation shall hold first lien on the title to vehicles acquired with FTA funds.

4. Projects' shall be responsible for maintammg property records, conducting physical inventories, implementing adequate property control systems as well as maintaining equipment and facilities acquired with FTA funds in accordance with OMB Circular A-102, Attachment N, the ADA, this Management Plan manufacturers minimmns, FTA Circulars, e.g. 5010.1C and 9040 I.E (or subsequent revisions) and periodic c MDOT guidance herein incorporated by reference.

a. The PTD maintains an automated inventory of all FTA funded vehicles. (See Appendix O) To the extent required by FTA guidance, every two years, the Public Transit Division will take or cause to be taken a physical inventory of contractor's equipment authorized or purchased with Capital grant funds. The inventory shall be conducted in accordance with PTD policies and equipment management guidance contained in the latest FTA 5010 Circular. Any differences must be investigated and documented.

- Annually as a part of the contract authorization process, Public Transit Division staff and each contractor are required to review and compare internal inventory records. All changes are to be noted and the records are updated accordingly.

- As a part of routine monitoring, PTD staff will physically inspect a sample of the contractors authorized fleet.

b. As a part of routine monitoring MDOT Staff shall review the condition and status of assigned project equipment.

c. Project staff may be requested to provide a condition status report based on a physical inspection of assigned project equipment.

d. In connection with the nonexpendable property inventory, contractors must certify the existence, current use and continued need for the equipment by completing "Annual Certification of Use of Project Equipment". (See Appendix K) This certification continues throughout the useful life or until disposition of project equipment. This

certification must be based on an adequate equipment management record system and confirm for each contract that:

- Equipment acquired under the grant will continue to be used for the purpose for which the grant was approved;

- The equipment does not exceed the needs of the transit operators;

- None of the equipment has been sold, damaged, lost, or otherwise taken out of transit service without MDOT approval; and

- A physical inventory and verification have been taken at least once during the preceding two-year period. If any of these assurances cannot be made, a statement should be submitted with the certification that details relevant information such as date, items involved, nature of the loss and the original grant number under which it was purchased. If the required certifications are not submitted, or for other cause, MDOT may suspend the authority to operate the equipment until arrangements are made to physically examine the property.

5. The project may dispose of equipment at the end of its useful life after notifying and receiving disposition instmctions from the MDOT, using the following procedures.

   a. The project may use standard straight-line depreciation or obtain a minimum of two (2) written appraisals from qualified individuals to determine the fair market/salvage value of the equipment to be sold.

   b. The project shall submit form **PTD-EUL-01** along with a written request to declare end -of-useful life and dispose of project vehicles (See Appendix K).

   c. The MDOT shall authorize the disposition of all approved equipment.

   d. The project may retain 100% of the proceeds resulting from vehicle end of life dispositions, as long as the proceeds remain in use for transportation purposes.

   e. If the net proceeds from disposition are not used to support transportation services, the project shall remit to the Division a proportional amount of the fair market value of the equipment, determined on the basis of the ratio of financial assistance provided by the MDOT to the actual cost of the equipment. Checks must be

made payable to the "Mississippi Department of Transportation - MDOT".

f. The project may retain ten percent (10%) of the proceeds, or $100, whichever is greater, for handling expenses.

6. If the original purchase price of the equipment was less than $5,000.00, the project may keep the entire amount of the proceeds from the sale without further financial obligation to the MDOT.

7. Useful life of project vehicles shall be defined as follows:

a. The useful life of a van (6 to 15 passengers) and (other small vehicles, e.g. sedans and pick-ups) shall be defined as five (5) years or 100,000 miles, whichever comes first;

b. The useful life of a small to medium size light duty bus (25' to 35 feet) shall be defined as seven (7) years or 150,000 miles, whichever comes first:

c. The useful life of a medium duty transit bus size 30 foot shall be defined as seven (7) years or 200,000 miles, whichever comes first:

d. The useful life of a large, heavy-duty transit bus shall be defined as:

1. Eight (8) to ten (10) years for vehicles (sizes 30' to 35 feet) with 30-35 passenger capacity, or 200,000 miles, whichever comes first;

2. Ten (10) to twelve (12) years for vehicles with greater than 35 passenger capacity; and 300,000 miles, whichever comes first;

e. The useful life of a over the Road Coach transit bus shall be defined as twelve (12) years for vehicles with greater than 35 passenger capacity; and 500,000 miles, whichever comes first;

f. The useful life of a Passenger Trolley shall be defined as twelve (12) years for vehicles with greater than 28 passenger capacity; and 500,000 miles, whichever comes first;

g. The useful life of a Wrecker Recovery Vehicle shall be defined as twelve (12) years and 500,000 miles, whichever comes first;

h. All other equipment shall be evaluated on a case-by-case basis.

8. Projects may dispose of equipment with remammg useful life only after receiving written authorization and instructions from the Public Transit Administrator.

   a. The Public Transit Division, on behalf of the MDOT, will offer the equipment for sale or transfer to other projects in the state. Should an agency want the equipment, the federal financial interest in the equipment is transferred and the new owning project is responsible for reimbursing the original owning project for the local share of the current fair market value of the equipment.

   b. If no other project is willing to purchase the equipment, the project may be required to sell the equipment and return the proportional share of disposition proceeds to the MDOT, or be allowed to transfer the equipment to other eligible recipients.

   c. If the equipment is sold by the MDOT, the project will receive twenty percent (20%) of the disposition proceeds.

9. In case of accidental or casualty loss of project equipment, fair market value shall be deemed equal to the amotmt of damages paid by project's insurance company. In no case will salvage value be considered as the sole source for fair market value.

10. When the project uses insurance proceeds to replace or repair lost or destroyed equipment, the MDOT, on behalf of the FTA, retains the same proportionate share as that held in the original equipment. Insurance proceeds are to be handled as follows:

    a. the project shall, with MDOT concurrence, reinvest the proceeds from the settlement in the purchase of replacement equipment;

    b. invest the proceeds in an approved transportation project; or

    c. the project must return the proportional share of the settlement proceeds to the MDOT. These funds may be used by MDOT to fund other capital purchases.

11. It is the policy of the MDOT that all project equipment must be used by the contractor in accordance with the approved application and contract agreement. The MDOT must be notified in writing by the project whenever equipment is taken out of service for a period exceeding thirty days.

## XI-G Transfer ofPropertyNehicles

1. The MDOT relies on the following guidance concerning the transfer of facilities and equipment:

    a. The Common Rule;
    b. FTA Circulars 9040.1F or subsequent versions; and
    c. Equipment standards continued in State statue, to the extent applicable.

2. All transfer must be requested and approved in writing by the MDOT through the Public Transit Administrator.

3. Appropriate changes shall be made to the PTD and respective contractor's inventories.

4. Accessory or other equipment that is not included as a part of project vehicles shall be transferred in accordance with 8. a.-c. above.

## XI-H Pre-Award and Post-Delivery Audit

1. For vehicles purchased with FTA grant funds the MDOT has developed and will maintain pre-award and post-delivery audit procedures that comply with the provisions of the FTA regulations contained in "Pre-Award and Post-Delivery Audit of Rolling Stock Purchases", 49 C.F.R. Part 663. These procedures are applicable to all vehicles except sedans and unmodified vans. (See Appendix L.)

2. For procurements of more than ten covered vehicles the MDOT will provide through staff, contract or some other arrangement, for in-plant inspection to the extent required by the FTA guidance.

3. Sub-recipients are required to comply with the Pre-award and Post-delivery requirements when purchasing vehicles with FTA funds provided by the MDOT, including bus testing, Buy America and compliance with specifications. The MDOT will rely on the certifications and assurance by the sub-recipients as well their vendors to document compliance with this requirement.

# Chapter XII

## Intercity Bus

XII-A **Background**

It is the MDOT's intention to develop, implement and support projects and/or programs that comply with FTA's Intercity Bus Guidance (e.g., Section 5311 (f)). Based on current requirements, in the absence of a Governor's cetiification, a portion of the annual Section 5311 apportionment is to be made available for the development and support of intercity bus transportation. These projects and/or programs may be developed cooperatively between the Public Transit Division, local municipalities, local transit operators as well as intercity carriers and possible consultation with affected Metropolitan Planning Organizations. For MDOT, the emphasis will remain on maintaining accessibility in rural areas, collaborating with existing providers and supporting intermodal facilities. As appropriate, the MDOT may also seek a certification from the Governor **that relates to other rural area transportation needs,** the intercity bus service needs are being adequately met.

XII-B **Definition**

For the purposes of this SMP, intercity bus service is defined as regularly scheduled bus service for the general public which operates with limited stops over fixed routes connecting to two or more urban areas that are not in close proximity; which may have the capacity for transporting passengers' baggage and; service that makes specific planned connections with established intercity bus service, where such service is available. Dedicated commuter service is not included in this definition.

XII-C **Fund Allocation**

To comply with the FTA requirements, the MDOT will routinely consider programming up to 15% of the annual Section 5311 apportionment. This will routinely be done in the absence of a certification by the Governor. These funds will not be programmed as Program Reserve to the extent that these amounts cause Category C funds to exceed the 10% limit. Every effort will be made to identify specific intercity bus projects in the effected POPs. Available funds will be used to support projects, including rural general public contractors, and may also fund periodic assessments of need(s). These periodic assessments of need for supporting intercity bus services with the MDOT's available Section 5311 funds may include consideration of or the absence of applications received from intercity carriers, consultation with intercity carriers and to a lesser degree formal assessments.

XII-D **Goals**

The primary goals of the MDOT's Intercity Bus activities will be to support the connection between non-urbanized areas of the state; to support services that meet

the intercity travel needs of the state's non-urbanized area residents; and to support, to the extent practical, an intermodal intercity bus infrastructure network through planning, marketing and capital investment. To the greatest extent practical, the MDOT will rely on specific interest in and needs identified by private intercity carriers as the basis for supporting intercity services.

XII-E **Management**

The MDOT has developed procedures to implement the provisions of Section 5311 (f) as a part of the State's ongoing Section 5311 program. To the greatest extent practical, Intercity Bus application procedures will be developed and disseminated along with those for the Section 5311 program. The guidance contained in the current FTA 5311 circular will be relied on as the general federal requirements. Efforts may also be made to coordinate the Intercity Bus activities with those of contiguous states by reviewing plans, programs and studies.

XII-F **Eligible Activities**

1. The MDOT will consider the following as eligible activities under the provisions ofthe State's Intercity Bus Program, e.g., Section 5311(f):

   (a) Planning and/or marketing;

   (b) Capital grants for intercity bus equipment and facilities, including shelters;

   (c) Operating grants for purchase of service agreements;

   (d) User-side subsidies;

   (e) Demonstration projects;

   (f) Coordination of connecting services between rural operators and intercity carriers;

   (g) Operating assistance;

   (h) Capital purchases;

   (i) Feeder services as defined in FTA Circular 9040. IF; and

   G) Feasibility studies/need assessments.

2. Charter and tour services will not be considered eligible for intercity assistance.

## XII-G Eligible Recipients

For purposes of the Intercity Bus Program, eligible recipients include local public bodies, private nonprofit organizations and private for-profit intercity bus operators. Private intercity operators will be considered as third party contractors. Private contractor(s) will be selected based on evidence that the Section 5311 (f) assistance will be used to provide eligible services, the contractor can comply with Federal and state requirements and the contractor is able to offer service at a fair and reasonable cost (considering comparable services).

## XII-H Programming of Funds

When programming Intercity Bus funds caution will be exercised to avoid programming these funds as Program Reserve. These funds, to the greatest extent practical, will be programmed for proposed projects in Category B or in Category A for specific projects. In addition the MDOT may routinely program an amount of funds available to support the planning and general development activities associated with the Intercity Bus Program. These planning funds will be programmed at the 80% federal participation ratio.

## XII-I Project Selection

1. The MDOT's Public Transit Division has developed Intercity Bus requirements that are generally coordinated with the routine project selection criteria for Section 5311 projects. These criteria address at a minimmn:

    a. Accessibility of services for non-urbanized area residents;

    b. Competitive opportunities; and

    c. Coordination intercity bus services with the state's rural public transit projects and other private sector carriers.

2. Procedures for project selection include but may not be limited to the following:

    a. Annually, as a part of the 5311 application, the MDOT announces the availability of funds to support the goals of the Section 5311 (f).

    b. Application docmnents for requesting 5311 (f) assistance will be included in the routine Section 5311 application package. (See Minimmn Requirements below)

    c. Responding to requests from eligible applicants as a part of the PTD's routine planning and technical assistance activities. Requests for assistance and/or applications that are received outside of the annual Section 5311 application process will be reviewed by staff and discussed

with the Director, Office of Intermodal Planning. These discussions may also include consulting the affected MPO's or other local planning agencies. Formal requests for and/or awards of Section 5311 (f) funding must be accompanied by the appropriately executed certifications and assurances.

## INTERCITY BUS SERVICE REQUEST- MINIMUM REQUIREMENTS

A. Section 5311 funds may be used to support intercity bus service in rural and small urban areas. FTA defines intercity bus service as regularly scheduled bus service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available. MDOT's eligible intercity bus activities include planning and marketing, capital grants for facilities (e.g., bus shelters, **joint-use stops** and depots), **operating grants through purchase-of-service agreements,** user-side subsidies, demonstration projects, and **coordination of rural connections or small transit operations** and **intercity bus carriers.**

B. **Project Type and Description:** Please check the box, which corresponds with the project type, and then describe the project. Be specific, including the types of service(s) and/or types of capital to be purchased, marketing efforts, and the current implementation status of the project. If the project has several components (i.e., capital, operating, and marketing) then check and describe **all** that apply.

_Capital ___ Operating _Marketing _Planning Other

C. Cost of Service: Please provide the cost for each component of the proposed project using thelfollowing categories/line items:

| 1. CaQital | Number of Units | Unit Cost | Federal | Local |
|---|---|---|---|---|
| A. Vehicles | _____ | _____ | _____ | _____ |
| B. Shelters/stops | | _____ | _____ | _____ |
| C. Facilities | | _____ | _____ | _____ |
| 2. Planning | | | | |

| 3. OQerating | Number of Units | Unit Cost | Federal | Local |
|---|---|---|---|---|
| A. Drivers | _____ | _____ | _____ | |

B. Other Staff (specify)_____ _____ _____ _____ _____

C. Fringe _____ _____ _____ _____ _____

D. Insurance _____ _____ _____ _____ _____

E. Fuel / oil _____ _____ _____ _____ _____

F. Maintenance/Repair _____ _____ _____ _____ _____

XII-J **Governor's Certification**

Consistent with the provisions of the latest FTA guidance, a request for a certification will be made only after MDOT has reviewed current and past requests for funding as well as the capital and operating needs of existing and proposed Section 5311 contractors. This may involve assessing current Five Year Capital Replacement Plans and current applications for funding; reviewing documentation concerning un-served and/or underserved areas; reviewing MPO planning documents and any related MDOT planning documents. An opportunity will also be made for obtaining comments by any of the following: contacting private intercity carriers; publishing requests for conunents; or allowing for a public hearing if requested.

# Chapter XIII

## Other Provisions Applicable to Selected FTA Programs

### XIII-A **Background**

Several laws and administrative requirements apply in common to all federal grant programs and, therefore, are applicable to the FTA transportation programs administered by the MDOT. Compliance features for some of these requirements have been further defined by the Federal Transit Administration's regulatory and program guidance updates. Additionally, there are several unique provisions applicable to all FTA grant assistance programs. It is the policy of the MDOT to comply with each of the provisions through the application of Standard Operating Procedures (SOP's) administrative rules as well as policies and procedures that are based on guidance provided by the FTA. In assuring compliance with these provisions, the Public Transit Division will consult and/or coordinate with other organizational units such as: Office of the General Counsel (on lobbying, ADA and Labor Relations); Procurement (on bus testing and Buy America); Human Resources (on ADA) and Environmental; and Office of Civil Rights (on Disadvantaged Business Enterprises, Title VI, and EEO). Also program areas through MDOT will be monitored at a minimum annually to ensure compliance with all regulatory requirements. Technical assistance will be a part of the monitoring process.

### XIII-B **Civil Rights**

It is the responsibility of the MDOT on behalf of the State to insure that recipients of FTA funds are in compliance with applicable portions of the following civil rights requirements as they relate to transit related projects: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO), Elderly and Disabled (Section 504) Regulations, Disadvantaged Business Enterprise (DBE) Program guidance and the requirements of the Americans with Disabilities Act.

To allow MDOT to make these compliance determinations, local recipient to extent required by the regulation, maybe requested to file the following information with the state on a one-time basis and update it as necessary when changes occur:

1. A concise description if applicable, of any lawsuits or complaints alleging discrimination on the basis of race, color, or national origin filed against the applicant within the past year together with a statement of status of outcome of each such complaint or law suit;

2. In response to complaints or allegations of discrimination, the MDOT and/or affected sub-recipients as appropriate may also collect or prepare and review the following data:

a. Documentation of total population of the service area and the percentage that are Black (not of Hispanic origin), Hispanic, American Indian or Alaskan Native, and Asian or Pacific Islander;

b. Map(s) of the service area showing local recipient's transit routes, and distribution of minority groups; if demand responsive service, show the estimation of beneficiaries served, by the population categories described in 2 above; in addition, minority concentration areas within the served area are to be shaded; areas to be shaded consist of any area where the minority population is equal to or greater than the average minority population for the entire service area.;

c. Documentation of requests for funding that will allow for identification of applicant and contractors as minority organizations or that provide services to minority communities.

3. Discrimination complaints will be responded to in accordance with the guidance received from the MDOT Legal and Civil Rights Divisions and procedures that are incorporated in the most recent version of the Title VI Compliance Program. (See Attachment F).

XIII-C **Specific Civil Rights Requirements**

Annually as required by FTA guidance, the MDOT will submit an executed Nondiscrimination Assurance as published in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements. In addition, all applicants and contractors must submit to the MDOT an executed Nondiscrimination Assurance as required by 49 U.S.C 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age and prohibits discrimination in employment opportunity); 42 U.S.C 2000d; and US. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act" 49 CFR parts 21 and FTA Circular 4702.1A, "Title VI And Title VI-Dependent Guidelines for Federal Transit Administration Recipients".

A. Title VI ofthe Civil Rights Act of 1964 (42 U.S.C. 2000(d))

1. The staff of the Public Transit Division shall monitor compliance with Title VI requirements as a part of the routine monitoring of local Elderly and Disabled as well as Rural Public Transportation projects. To the greatest extent practical, these visits are conducted no less than annually for all projects under contract. Variations from this requirement must be approved by Public Transit Division Administrator. On-site monitoring will be

conducted using a comprehensive inspection/monitoring format. Additional specific monitoring may be done at any time based on a request from the local project or evidence of possible non-compliance. PTD staff my also include Civil Rights Compliance issues as a part of the desk-top monitoring as appropriate.

2. Quality and quantity assurance indicators that may be given particular attention during monitoring visits includes, but are not limited to the following:

   a. Public hearings/meeting results;
   b. Efforts used to ensure citizens participation in public meetings and hearings, particular minorities, women, elderly, disabled and low-mcome persons;
   c. Whether there was a need to utilize bilingual or non-English advertising, announcements, notices, etc. to meet Limited English Proficiency (LEP) needs;
   d. Whether interpreters were present when needed to assist with LEP needs;
   e. Complaints received from local groups or passengers representing minority population groups;
   f. Transit amenities (i.e. bus shelters, park-and ride facilities), as applicable;
   g. Performance information
   h. Route changes/deletions, the notification process to the general public and how these changes impact minority communities
   1. Consideration of the number of and the distribution of routes that could impact services to minority communities.
   J. Major accomplishments made regarding Title VI during the year. Including instances where Title VI issues were identified and discrimination was prevented.

3. On-site monitoring is intended to be a comprehensive review of the project's activities to ensure that the contractor is complying with applicable federal and state regulations, policies and procedures. Other on-site visits may be designed to review for continued compliance, but should also focus on the provision of technical assistance.

4. As a part of the application process applicants are requested to describe the:

   a. A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities.

b. Your agency's plan for providing language assistance for persons with limited English proficiency that was based on the DOT LEP Guidance or a copy of the agency's alternative framework for providing language assistance.

c. Your agency's procedures for tracking and investigating Title VI complaints.

d. A list of any Title VI investigations, complaints, or lawsuits filed with the agency within the last three years. This list should include only those investigations, complaints, or lawsuits that pertain to the agency submitting the report, not necessarily the larger agency or department of which the entity is a part.

e. Technical assistance in the preparation of all grant applications shall be made available via application conferences, information dissemination and one on one staff interaction. This effort is made to ensure that all interested parties are provide a fair and equitable opporttmity to compete for grant funds that have been made available

5. For construction projects we will to the greatest extent possible work with MDOT's internal divisions for construction or renovation activity which involves the acquisition of land or the displacement of any persons, firms or businesses. Also in accordance with FTA directives 4702.1A:

a. For any project that is not found to be a Categorical Exclusion (CE) the preparation of an environmental assessment (EA) or environmental impact statement (EIS) may be necessary for public comment.

b. Efforts shall be made to ensure that the public is afforded early and continuous opportunities to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

2. Equal Employment Opportunity (EEO)

a. Sub-recipients must submit to the Public Transit Division an assurance indicating that the Project "shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and that they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, **race, color, religion, disability,** sex, **or national origin".**

b. Local recipients with 50 or more employees or which have received capital or operating assistance grants (or any combination thereof) in excess of $750,000 in federal funding in the previous federal fiscal year, shall be required to submit to the Division an EEO program consistent with the criteria set forth in FTA Circular 4704.1 A, entitled "Equal Employment Opportunity Program Guidelines For Grant Recipients", dated July 26, 1988.

3. Americans with Disabilities Act (ADA)

It is the policy of the MDOT that all contractors that are the recipients of federal financial assistance through either the Section 5311, Section 5310, Section 5316, Section 5317 or other federal programs must comply with the provisions of 49 CFR parts 37 and 38 that implement the ADA including adhering to assurances and certification as follows:

a. Annual Assurance of non-discrimination on the basis of disabilities.

b. To the extent required by the regulations, purchase and operate vehicles that are accessible to individuals with disabilities.

c. Ensure to the extent required by the ADA that vehicles acquired through the Section 5311 program are equipped, maintained and operated in accordance with the regulations, including but not limited to the service and maintenance requirements as follows:

- Maintenance of accessible features
- Procedures to ensure lift availability
- Lift and securement use
- Announcements on vehicles (fixed route only)
- Vehicle identification mechanisms
- Service animals
- Use of accessibility features
- Public information/ communications
- Lift deployment at any designated stop
- Service to persons using respirators or portable oxygen
- Adequate time for vehicle boarding and disembarking

d. Develop and submit for FTA approval, where appropriate, complementary Para transit plan, after review by the MDOT.

e. If non-accessible vehicles are being purchased for use by a public entity, in demand responsive service for the general public, MDOT will obtain from the affected contractor(s) an executed "Certification of Equivalent Service", which states that when viewed in its entirety the public entity's

demand responsive service offered to persons with disabilities meets the standards of 40 CFR 37.77(c).

f. Adhere to service requirements and maintenance requirements for accessible vehicles.

XIII-D **Disadvantaged Business Enterprises (DBE)**

1. The MDOT acknowledges that the state and its local contractors for FTA funds must meet the requirements of the U. S. Department of Transportation's Disadvantaged Business Enterprise regulations, 49 CFR parts 23 and 26, as amended. In accordance with these regulations, it is the policy of the MDOT to make efforts to ensure that a percentage of the FTA funds awarded to the MDOT and its contractors for eligible contracting opportunities shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage shall be based on the methodology incorporated into the MDOT's latest approved DBE program. The Public Transit Division and all contractors receiving FTA Assistance will fully support and comply with 49 C.F.R part 26 and the MDOT's Disadvantaged Business Enterprise Program for United State Department of Transportation Assisted Contracts as approved.

   a. Eligible contracting opportunities shall be defined in accordance with the guidance contained in FTA Circular 4716.1 A (to the extent it remains in force or subsequent revisions); 49 C.F.R. part 26 and the MDOT's DBE program.

   b. In accordance with federal guidance, women are presumed to be socially and economically disadvantaged.

   c. The DBE program responsibilities for FTA funded projects will be administered by the Public Transit Division in consultation with the Civil Rights Division. This consultation may include, but is not necessarily limited to:

      1. review of all DBE goal and policy statements;

      2. assistance with developing a DBE Directory;

      3. review of DBE Program guidance document prepared by the PTD;

      4. participation in the unified certification process; and

      5. participation in three-year goal development. Where necessary, the PTD may take full advantage of DBE guidance prepared by

the Office of Civil Rights to the extent that this information is applicable to FTA programs.

2. The MDOT Public Transit Division shall develop and maintain written DBE Program guidance, in accordance with the standard operating procedures including at a minimum:

   a. Policy statements declaring that the MDOT will establishing, review, publish and maintain a measurable and attainable goal for DBE's participating in contracts that utilize FTA funds;

   b. Eligibility and certification standards;

   c. Reporting and records maintenance systems;

   d. Challenge procedures;

   e. Consultation procedures in accordance with MDOT Standard Operating Procedures; and

3. It is the MDOT's policy that all Section 5311 and Section 5316 projects must comply with the U.S. Department of Transportation's regulations on the participation of small business concerns owned and controlled by socially and economically disadvantaged individuals entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (49 CFR Part 26) dated February 2, 1999, and subsequent FTA Circulars and any subsequent amendments.

4. Section 5311, Section 5316 recipients shall be considered as sub-recipients of funds from the MDOT. As such, all sub-recipients will be expected to make a good faith effort to assist with the Division's established goal. Good faith effort elements are described in 49 CFR Part 26 but the list is not exhaustive.

5. The MDOT shall include all sub-recipient spending with prime contractors into the achieving of the overall Division DBE goal. For this purpose, on a monthly basis sub-recipients are required to submit a Uniform Report ofDBE Awards or Commitments and Payments to the Public Transit Division. Section 5311, Section 5316 project's which receives over the statutory maximum annually in Section 5311 funding, exclusive of funds used for the purchase of vehicles, shall adopt the Division's plan, their input, as well as other sub-recipients shall be instrumental in the developing of the yearly DBE goal and in goal achievement efforts.

6. For purposes of determining funds available for contracting opportunities and subsequent calculation of goals achieved, the MDOT and its Section 5311,

Section 5316 recipients shall consider FTA funds awarded through a direct grant or other contract arrangement.

XIII-E **Environmental Protection and Clean Air Act**

1. It is the policy of the MDOT to comply with the environmental guidance and regulations that are applicable to federally funded projects, in accordance with the National Environmental Policy Act of 1969 (NEPA), 42 USC Section 4321, as applicable, and the environmental regulations, published by the Federal Highway Administration and the Federal Transit Administration.

   a. Because the FTA environmental impact regulations require different levels of analysis and documentation for various types of projects funded through the various programs, the Public Transit Division will rely on guidance from and consultation with the MDOT's Environmental/Location Division and other Divisions within the Pre-construction Bureau for sign-off on all environmental certifications that are made on behalf of FTA Projects.

   b. It is the understanding of MDOT that for NEPA purposes, FTA funded formula programs covered by the Plan are nonnally exclude by FTA environment procedures. Consequently, the MDOT shall, to the extent permitted by federal guidance, consider all Section 5311, Section 5310, Section 5316, Section 5317 and Section 5309 projects, excluding major construction or renovation of facilities to be deemed categorical exclusions as listed in 23 C.F.R. 771.117(c) & (d). FTA will be consulted concerning projects that involve new construction or substantial rehabilitation of an existing facility to detennine the need for information supporting the required environmental documentation.

   c. For any FTA funded project that is determined by FTA not to qualify for a "Categorical Exclusion", the affected sub-recipient may be required to prepare an Environmental Assessment (EA) for public comment and FTA review to determine if a finding of no significant impact (FONSI) is appropriate. A project which requires an EA may not be included in Category A before FTA has issued a FONSI. In the event that significant environmental impacts are identified for a Section 5311, 5310, New Freedom or JARC project, an Environmental Impact Statement (EIS) and Record of Decision (ROD) will be required.

   d. A number of environmentally related statutes, orders, and compliance procedures may apply to a given project supported with FTA formula funds even if it is properly classified as a CE. It is MDOT's policy to require compliance with relevant environmentally related requirements within the overall environmental process. Compliance with these requirements must be completed before a construction project is included in Category A.

2. All FTA formula program projects must comply with the joint FHW*AIFTA* guidelines on protection of the environment entitled, "Environmental Impact and Related Procedures" (23 CFT 771) dated October 30, 1980.

3. The regulation categorizes projects in three classes according to degree of environmental impact:

    a. Class I projects have a significant effect on the environment and, therefore, require the preparation of an Environmental Impact Statement (EIS).

    b. Class II projects do not normally have significant environmental impacts and as such are "categorically excluded" from the requirement to prepare further environmental assessment or impact studies.

    c. Class III projects are projects where the significance of the environmental impact cannot readily be determined and requires a brief environmental assessment.

4. Coordination with the Environmental/Location Division will be required for any of the above projects, Class I, II, & III, that require additional right-of-way or involve the reconstruction of a buildings or structures that are fifty (50) years or older. Evaluation is required to assure compliance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act of 1966. Where applicable, the Environmental/Location Division will make a determination of the requirements for a cultural resource survey or degree of evaluation of the historic significance of the structures & their setting.

5. The Division anticipates that almost all Section 5311, Section 5316, Section 5317 and Section 5310 projects, by description, will be categorical exclusions and are therefore excluded from requirements to prepare any supplemental environmental documentation (except where noted). Examples of categorical exclusions set forth in the joint regulation are:

    a. Project administration and operating assistance to either continue existing service or to increase service to meet demand;

    b. Purchase of vehicles of the same type and same model either as replacements or to increase the size of the fleet where such increase can be accommodated by new facilities which themselves are within a categorical exclusion;

    c. Rehabilitation or reconstruction of existing bus buildings and ancillary facilities where no additional land is required and there is no substantial

increase in the number of users (evaluation of historic significance required for facilities 50 years of age);

d. Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant physical impacts offthe site;

e. Installation of signs, small passenger and bus shelters, and traffic signs where no substantial land acquisition or traffic disruption will occur;

f. Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle and anticipate bus support vehicle traffic (cultural resource survey necessary where additional right-of-way required); and

g. Acquisition of land in which the property will not be modified, the land use will not be changed, and displacements will not occur (cultural resource survey necessary).

6. Project's Administrator shall submit sufficient details in the "Project Description" section of its application for Section 5311 financial assistance so that the MDOT can recommend an environmental determination on the Project. The Administrator shall inform the Division when it is understood that a Categorical Exclusion is inappropriate.

7. The principal Clean Air requirement that Section 5311 and Section 5310 contractors must be aware of concerns the transpmiationlair quality conformity review process. To ensure compliance with this process, the MDOT will include FTA funded transportation plans, programs or projects in the State Implementation Plan review process.

   a. Most FTA projects that are typically selected and funded by the MDOT have been exempt by regulation from the conformity review process because of a lack of "non-attainment areas". The MDOT will consult with the FTA when considering transit projects such as park and ride facilities.

   b. The MDOT will consider bus emission standards in the purchase of transit and special transportation service vehicles.

8. As appropriate The Public Transit Division will consult with staff from Environmental Division to ensure compliance with the MDOT's environmental review process when preparing grant applications to be submitted to the FTA.

XIII-F **Labor Protection**

1. It is the policy of the MDOT to recognize the terms and condition of the Special Section 5333(b) (formerly Section 13(c)) Warranty for Application to the Small Urban and Rural Program jointly developed by the U. S. Department of Labor and the U. S. Department of Transportation.

2. All grant applications made for capital or operating funds shall include an executed Special Section 5333(b) Warranty. To the extent permitted by State law, the MDOT will consider the applicable terms and conditions of the "National Model Agreement" as the basic source document for the Section 5333(b) Warranty document executed by or on behalf of its contractors.

3. The MDOT shall annually certify to the U. S. Depmiment of Labor (DOL) that each local recipient of Section 5311, 5316 and/or Section 5309 funds has signed the special warranty agreement. (See Appendix M)

   a. All applications for operating and capital assistance will include a newly signed agreement to accept the special warranty; or

   b. documentation of a request for waiver, as described in the DOL Rural Transportation Employee Protection guidance, shall be included.

4. Each project will contractually assure compliance with the provisions of the Special Section 5333(b) Warranty, as amended and supplemented. This assurance indicates that the project will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Section 5311 grant recipient nor any other surface public transportation provider in the service area of the project.

5. There are four (4) methods for a project to satisfy the Section 5333(b) requirement.

   a. The applicant project may agree to the terms and conditions of the model "Special Section 13(c) Warranty". The Division will subsequently certify to the FTA that the applicant has agreed to the warranty.

   b. The applicant project may request a waiver in accordance with Section 5333(b). A waiver may be granted for one year by the Department of Labor if there are no surface public transportation employees in the service area of the applicant.

   c. The applicant project may agree to the warranty while submitting a request for a waiver. This will allow the applicant to be awarded funds in the event of project approval and might remove labor protection responsibility during the first year if a waiver is granted.

d. The applicant may develop its own Section 5333(b) agreement consistent with the language and intent of the warranty agreement.

6. If the Project applicant opts to agree to the terms of the Special Section 13(c) Warranty, the project shall execute the "Acceptance" Section of the Warranty found in MDOT's Section 5311, 5316 Application Package.

XIII-G **Charter and School Bus Regulations**

1. Pursuant to 69 U.S.C. 5323(d) and 49 C.F.R. Part 604, unless specified in program guidance, FTA funded equipment may not be used in school bus transportation exclusively for the transportation of students and school personnel in competition with private school bus operators.

2. It is the MDOT's policy that charter service may be provided only in accordance with regulations contained in 49 CFR Part 604 and subsequent Federal Transit Administration regulations governing charter service provision. Consistent with the regulations, FTA funded projects are prohibited (with a few exceptions) from providing general public charter services using equipment purchased with FTA funds. This prohibition applies if there is at least one private charter operator that is documented to be willing and able to provide the charter service proposed by the project. Any Section 5311, Section 5316 project that desires to provide charter service must receive the authorization and/or approval required by the FTA charter regulations.

   a. Any Section 5311, Section 5316 project desiring to provide charter services must document to the MDOT that all certifications and/or authorization procedures have been successfully completed as required by 49 CFR Part 604, herein incorporated by reference.

   b. At a minimum, all projects desiring to provide charter services must document in the annual application for funding that they are cognizant of and in compliance with the charter service requirements contained in the most recent Procedures Manual. These requirements are consistent with the FTA Final Rule on charter service dated April13, 1987.

   c. The appropriate charter agreement required by FTA may be provided as a part of the submission of assurances and/or certifications as a part of the project's application for Section 5311, Section 5316 funding or may be submitted as a subsequent request.

3. It is the MDOT's policy that no FTA funded projects may provide charter or sightseeing services outside the state. Within the state, charter and sightseeing services may only be provided on an incidental basis. The following uses are presumed not to be incidental:

a. Weekday charters which occur during peak morning and evening rush hours;

b. Weekday charters which require vehicles to travel more than fifty (50) miles beyond the service area; and

c. Weekday charters which require the use of a particular vehicle for more than a total of six (6) hours in any one day; it is MDOT's policy that FTA funded projects are encouraged to coordinate services and contract resources with private operators to support charter services.

## XIII-H **Buy America**

To comply with the requirements of Section 165 of the Surface Transportation Assistance Act of 1982, the Intermodal Surface Transportation Efficiency Act of 1991, as amended, and subsequent FTA regulations, e.g. 49 CFR Parts 660 and 661, the MDOT, through the Public Transit Division will take the following actions in regard to the expenditure offederal (FTA) funds:

1. Develop and maintain a pre-award and post delivery audit process that includes certifications of bidder's/manufacturer's compliance with the appropriate Buy America requirements.

2. Include language in all grant awards and contract agreements, to acknowledge the requirements of 49 CFR Part 661.

3. Where appropriate, include Buy America considerations in the procurement process and procedures involving FTA funds. This shall involve at a minimum, a reference to the Buy America provisions as described in Part 661.13 in all solicitations.

## XIII-I **Section 504/ADA Reporting**

1. In accordance with guidance contained in 49 CFR Part 27, the MDOT considers the basic relationships between Section 504 and the ADA to be adequately maintained when the MDOT, as a recipient of FTA/DOT funds, complies with its ADA obligations as put forth in 49 CFR Parts 27, 37 and 38 "Transportation for Individuals with Disabilities," Final Rule.

   a. As a matter of policy, the MDOT and all contractors receiving FTA funds prohibit discrimination on the basis of handicap/disability in the award and operation of transportation services. Formal complaints shall be handled as follows:

1. Through the MDOT's formal complaint process, in consultation with the Department of Human Resources.

2. Through local sub-recipient complaint process, with monitoring via the Public Transit Divisions compliance monitoring procedures and the sub-recipients annual compliance audit.

2. All contractors recetvmg federal funds must comply with the applicable requirements of 49 CFR Parts 27, 37 and 38. All sub-recipients will be contractually prohibited from discriminating against individuals with disabilities. In addition Section 5311 contractors that operate fixed route transit systems will be required to develop and annually update a Para transit plan. All contractors are required to execute and submit the required "Nondiscrimination Assurance," as annually published by FTA.

   a. The MDOT's Public Transit Division will review and provide comments on the required Para transit plan as applicable to the FTA by April 1 of each year. Projects will be required to submit these plans for review by January of each year.

   b. The Public Transit Division will promote training and technical assistance opportunities for contractors to develop and implement the required Para transit plans.

3. Annually PTD will review contractor's compliance with ADA requirements, as a part of the routine monitoring and application processes.

XIII-J **Alcohol and Drugs**

The MDOT shall implement policies and procedures necessary to comply with the FTA's final rules on prohibited drug use and the prevention of alcohol misuse (49 CFR Part 40 and Part 655) along with subsequent federal guidance.

These requirements include the following:

1. Implementing a State Oversight program that includes certification annually to the FTA;

2. Monitoring contractor's drug testing progran1s and record keeping; (See Appendix N).

3. Reviewing as appropriate, MIS reporting forms;

4. Providing technical assistance to contractors; and

5. Developing a drug free awareness program.

# Chapter XIV

## Monitoring and Evaluation

### XIV-A Project Monitoring

**The Public Transit Division will monitor and review FTA funded projects to ensure proper administration of grant funds as well as compliance with applicable rules and regulations by four (4) methods.**

1. Monthly, the Public Transit Division shall monitor Section 5311 project performance and expenditures. The Project shall invoice for actual project expenditures, on an approved Request for Reimbursement form. Each routine reimbursement request is to be accompanied by the required Vehicle Progress Reports, Disadvantaged Business Enterprise Projects, and documentation that costs submitted for reimbursement have been paid.

   a. Reimbursement Requests and accompanying reports shall be reviewed to determine if expenses are allowable, if expenditures are within the approved budget line items and categorical amounts, if the project's revenues have been reported correctly, if budget adjustments are necessary, and if vehicle use/level of services supports the amount of resources that are currently allocated.

   b. Expenditures shall be reported by administrative, operating and capital categories, less any applicable revenues.

   c. The Division reserves the right to establish a predetermined invoicing schedule in the event it becomes necessary to monitor project expenditures more frequently than allowed by the project's current invoicing schedule.

2. The Division shall review and may take approval actions on certain key project tasks, including, but not limited to, procurements and budget revision/amendments decisions. This is done to determine that the project is adhering to applicable state law(s) and major compliance requirements of FTA programs. Approval of these key tasks, when appropriate, will be in writing based on project submissions.

3. The Division shall also conduct periodic site VISits to monitor project implementation and progress or to conduct assessments in any area of project performance. To the greatest extent practical, these visits shall be conducted no less than annually for all projects under contract. Variations from this requirement will be approved by the Public Transit Division Director.

a. On-site monitoring will be conducted using a comprehensive inspection/monitoring format. (See Appendix N).

b. Additional specific monitoring may be done at any time based on a request from the local project or evidence of possible non-compliance.

(1) Monitoring site visits may be scheduled at any time by staff assigned to a project with the approval of the Division Director. On-site monitoring must be coordinated with and formally scheduled through the local project's Executive Director or designee. However, MDOT reserves the right to visit any project site at any time during the normal hours of operation to observe project activities or retrieve information that is in the public domain. Prior to conducting an on-site monitoring visit, PTD staff must prepare the required correspondence, including pre-site visit checklist(s), and will review the following:

- The contract and/or supplemental agreements and any special conditions pertaining to it;
- All recent correspondence between MDOT and the project;
- All requests for reimbursements;
- The approved project budget and quarterly analysis;
- All programmatic reports; and
- All prior monitoring and, financial reports, including audits.

(2) On-site monitoring is intended to be a comprehensive review of the project's activities to ensure that the contractor is complying with applicable federal and state regulations, policies and procedures. To accomplish the on-site monitoring function, staff must conduct at least one comprehensive review of all phases of project compliance. Other on-site visits may be designed to review for continued compliance, but should also focus on the provision of technical assistance.

(3) The following checklists, (See Appendix O), have also been developed to assist in monitoring projects:

- Pre-site visit Checklist;
- Financial Management Checklist;
- Minimum Maintenance Program Checklist; and
- Hazard Security Checklist.

Any indications of major violations of program policies, federal regulations or state laws are to be reported to the Executive Director by the Public Transit Administrator through the Director, Office oflntermodal Planning.

(4) Desk monitoring will be done when on-site monitoring is impractical due to time, staffing, or budget constraints. This monitoring will include a review of all project financial records readily available to MDOT.

(a) Desktop monitoring involves reviewing and evaluating cost, management, or operation data submitted by the project. The intent is to evaluate selected data in the context of project goals and objectives as well as the contract agreement.

(b) Each Section 5311 and Section 5310 project may undergo desk-top monitoring to the extent established by PTD standard procedures or where necessary, the express direction of the Administrator.

(5) Other projects shall be monitored based on the requirements of the contract agreement.

4. Quarterly and annual progress reports may be used to facilitate desktop monitoring of the overall progress of other FTA funded projects and programs.

XIV-B **Evaluation Methodology**

1. FTA funded projects will be evaluated to ensure program efficiency and effectiveness. This evaluation will include, but may not necessarily be limited to the following:

   a. Review of periodic Progress Reports and Reimbursement Request(s) submitted by contractors;

   b. Review of applicable performance indicators/ standards: (See Appendix P).

   c. Review of aggregate performance data; and

   d. Annual review of applications for funding.

2. If deficiencies are found, a plan for corrective action, e.g. a performance improvement plan, may be developed in consultation with the local project. As appropriate, the staff may also seek input from other local entities with an interest in public transportation services (e.g., MPO's, Planning and Development Districts and units of local government).

## XIV-C **Evaluation Monitoring Outcomes**

1. The MDOT may, by notification to the project's governing authority, take actions necessary to correct major violations of the contract agreement, federal regulations, state laws or program policies. Such actions may include the following.

   a. Placing a Contractor in the high risk status – this may require additional documentation and more frequent reporting to MDOT by the contractor.

   b. Suspension of payments – this will prevent any federal funds being passed through or paid to the project by the MDOT. The contractor must be notified in writing of paymensuspension.

   c. Suspension of the project/contract - this is an action authorized by the MDOT Executive Director which temporarily suspends any federal or state financial assistance for the project pending successful implementation or completion of a correction action plan or pending a decision to terminate the contract by MDOT. If the MDOT determines that the contractor has failed to comply with the terms and conditions of the contract agreement and/or the approved application, the contractor must be notified in writing of the intent to suspend the contract. The MDOT will withhold subsequent payments or may prohibit the project from incurring additional obligations pending corrective action. This may also include work being performed by third party contractors or consultants. Unless so stated, suspension will not invalidate obligations properly incurred by the contractor prior to the date of suspensiOn.

   c. Project termination - it is the MDOT's policy that any FTA funded project may be terminated either for convenience or cause. All terminations must be with the approval of the Transportation Commission.

      (1) Termination for cause may be done at any time when the MDOT has determined that the contractor has failed to comply with the conditions of the contract agreement. The project must be terminated in accordance with the terms of the contract agreement. Any payments to the contractor or recoveries by the MDOT will be made in accordance with the terms of the contract agreement along with the legal rights of the parties as defined in the contract. At a minimum, notification by the MDOT to the contractor of intent to terminate the project will indicate MDOT's intention to withhold or recover payments.

      (2) Termination for convenience may be exercised by the contractor or the MDOT, in accordance with the terms of the contract agreement. Projects terminated for convenience also require approval of the Transportation Commission.

(a) The contractor may not incur new obligations for the project after receiving or giving official notification of termination.

(b) The contractor must cancel as many outstanding obligations as possible.

# Chapter XV

## Technical and Management Assistance

### XV-A Background

The Public Transportation Division includes staff members who are available to provide a wide range of technical assistance upon request. Technical and management assistance as well as training will be made available primarily by the staff of the Public Transit Division. Resources from other Divisions within the MDOT as well as third party contractors may also be utilized as appropriate.

### XV-B Technical and Management Assistance

1. The Public Transportation Division will provide technical assistance in the areas of planning and project implementation assistance. Such assistance will include, but not be limited to:

    a. Assistance in the preparation of Transportation Development Plans;

    b. Collection of transit related data;

    c. Provision of technical review and approval of Transportation Development Plans;

    d. Assistance in the preparation of applications;

    e. Assistance in addressing/resolving coordination issues with human service agencies at the state or local level;

    f. Assistance in involving private sector transportation providers in Section 5311 assisted transit services; and

    g. Funding for special projects and studies.

2. The Public Transportation Division will also provide technical assistance in the area of project management. Such assistance will include, but not be limited to:

    a. Assistance in contract management, including budgeting, invoicing and accounting issues;

    b. Assistance with equipment purchases and third party contracting;

    c. Assistance in procedural matters relating to Section 5311 facility construction;

d. Project monitoring and evaluation, including performance evaluation;

e. Assistance in system operations and management;

f. Assistance in automating project information systems; and

g. Property management, including inventory, maintenance and disposition.

3. As a part of the Public Transit Division's routine responsibilities, the Rural Transit Assistance Program will be administered as a broad and flexible program for accessing or developing training, technical assistance, research and other support services. The RTAP program will be coordinated to the greatest extent practical with the Section 5310 and Section 5311 programs, the resources available via the Mississippi Public Transit Association, the MDOT's other training organizational units and the local Technology Transfer Center at Jackson State University. To accomplish this the following objectives have been adopted:

a. To promote the safe and effective delivery of public transportation in rural/small urban areas and make more efficient use of public and private resources;

b. To foster the development of state and local capacity for addressing the training and technical assistance needs of the rural transportation community;

c. To improve the quality of information and technical assistance available through the development of training and technical assistance resource materials:

d. To facilitate peer-to-peer self help through the development of local networks of transit professionals;

e. To support the coordination of public, specialized and human service transportation services; and

f. To assist in building a data base on the regional rural and small urban public transportation industry.

## XV-C **RTAP Assistance and Implementation**

To provide assistance and implement projects under the RTAP program, the Public Transit Division may rely on, but not necessarily be limited to the following:

1. Surveying local projects to establish training and technical assistance needs;

2. Consulting with the Interagency Transportation Committee;

3. Participating in joint survey and training initiatives conducted with contiguous states, national or regional organizations;

4. Developing and sponsoring training resources, including tranung plans, meetings and conferences, in conjunction with other entities such as the Mississippi Center for Technology Transfer and the Mississippi Public Transit Association.

5. Cooperate with and fund statewide and regional projects and/or studies;

6. Consult with area FTA sponsored Technology Transfer Centers; and

7. Involve public and private transit providers in coordinated training efforts.

8. To extent practical, the most recent POP that is included in the 5311 application will be used to help in making decisions in decision to expend/award funds.

XV-D **Relationship ofRTAP to Other Transportation Programs**

1. Section 5311 -The most direct relationship of the RTAP is with the Section 5311 program, since the purpose of the RTAP program is to benefit rural transit operators, who are usually recipients of Section 5311 capital or operating assistance. Technical assistance to Section 5311 grantees may include project planning, program development, management development, coordination of public transportation programs (public and private), as well as research and funding projects deemed appropriate to promote effective means of delivering public transportation service in non-urbanized areas. RTAP funds may also be used for training activities designed to improve the capabilities of local project staff.

2. Section 5310 -Throughout the State of Mississippi, Section 5310 services are frequently coordinated with rural transit providers. In fact, some grantees are recipients of both Section 5311 and Section 5310 funding. It is the intention of the Public Transit Division to provide technical assistance through the RTAP Program to these participants in coordinated transportation systems. Consequently, these providers will be included to the maximum extent practical in all appropriate training and technical assistance efforts.

3. MDOT Coordination Initiative with the Department of Human Services (DHHS) - MDOT and DHHS have entered into an interagency agreement to promote the coordination of transportation programs supported by the two departments, and to work with state transportation and human services agencies

to improve efforts to coordinate programs at the state and local level. The MDOT may elect to use RTAP fi.mds to undertake activities in support of such coordination efforts.

## XV-E **RTAP Assistance**

1. Requests for financial assistance for RTAP fi.mds must be made in writing to the Public Transit Division Director or designated staff. Routinely requests for training and related expenses must be submitted via the approved RTAP Scholarship Assistance Payment Form (See Attachment F).

2. All written requests for RTAP assistance are reviewed by the assigned Transit Staff. Final approval is granted by the Public Transit Division Director only, and is based on recommendation of the RTAP Coordination and assigned Staff.

# Chapter XVI

## Private Sector Participation

### XVI-A **State Role**

1. The MDOT is required to certify annually to the FTA that applicants for Section 5311, Section 5316, Section 5317 and Section 5310 assistance have given private transit operators a timely opportunity to participate in the planning as well as delivery of services. To comply with this requirement, it is the policy of the MDOT that all applicants shall provide information in support of each application that addresses the following.

   a. For the MDOT to make the required assurance to FTA, each public body and private nonprofit organization applying for 5311, Section 5316, Section 5317 and Section 5310 funding must periodically provide information conceming the following:

      (1) The current level of participation of private providers in the 5311, Section 5316, Section 5317 and Section 5310 - supported service;

      (2) The process for giving notice to private providers of proposed services;

      (3) All forums, meetings, hearings, or other opportunities for involving the private sector in the service development process;

      (4) The process for reviewing private sector proposals offered for consideration and the rational for exclusion;

      (5) When appropriate, methods for reviewing services to detem1ine whether they can be provided more efficiently by the private sector;

      (6) A description and status report on any unresolved complaints received from private operators; and

      (7) The local mechanism for resolving conflicts or complaints involving private operators.

### XVI-B **Local Contractor's Responsibilities**

1. Policy

   Local contractors for the Section 5311, Section 5316; Section 5317 and the Section 5310 Programs must, by regulations, allow other transportation

providers an opportunity to participate in the planning or provision of proposed general public as well as elderly and disabled transit services. Providers that must be given reasonable notice include private for-profit, private nonprofit and interested public agencies.

2. The following provisions are requirements of the Private Sector Participation Policy for Section 5311, Section 5316, Section 5317 and Section 5310 Projects:

   a. Notification. Local contractors should provide reasonable notice to transportation providers, including private for-profit, private non-profit, and public agencies, regarding proposed services and opportunities for private transportation providers to participate in order that they may present their views concerning the development of local plans and programs.

   b. Coordination. Sub-recipients should coordinate with other local public, private, and nonprofit entities in the provision of coordinated transportation services.

   c. Consultation. A fair appraisal of private sector views and capabilities should be assured by affording private providers an opportunity to participate in the development of new transportation services. Private providers should be given an opportunity to present their views concerning the development of local projects and to offer their own service proposals for consideration.

   d. Consideration of Private Sector Service. When the need for new services is defined or services are significantly restructured, consideration should first be given to whether private carriers could provide such service in a manner that is consistent with local objectives, with or without public subsidy. Where feasible such consideration may be given pursuant to a competitive bid process if services involve public subsidy.

   e. Participation in Non-grant Related Service. Contractors also must follow FTA's private sector participation policies when using FTA funded vehicles to provide any service other than that originally proposed in the grant application. Even though a private sector provider may not have been prepared to provide service as described in the original grant application, that provider may be able to provide service to other clientele or to the general public.

   f. Periodic Review of Existing Services. All transit services should be periodically reviewed to determine if they can be provided more efficiently and effectively by the private sector.

   g. Comparison of Costs. When comparing the service proposals made by public and private entities, the fully allocated costs of public and nonprofit agencies should be disclosed. Subsidies provided to public and private

nonprofit carriers, including operating subsidies, capital grants and the use of public facilities, should be reflected in the cost comparisons. If a private for-profit carrier receives public subsidies, these should also be indicated.

h. Local Decision Making. The MDOT recognizes that in the local decision making process, factors other than cost must also be considered. Such factors may include safety considerations, service quality and reliability, and sources of volunteer support as well as the benefits of coordinating resources. Nothing in this policy guidance is intended to impose particular results on that local decision making process, but rather to ensure that private for-profit providers can compete fairly with public and non-profit providers when decisions are being made, and that decision makers are aware of all costs involved in service provision.

1. Complaint Procedures. Since the underlying spirit of the Federal Transit Act is to afford communities maximum flexibility in local decision-making, it is appropriate that questions dealing with the fairness of local procedures and decisions be addressed at the local level. Accordingly, a discreet local mechanism should be devised for resolving disputes in a manner that assures fairness to all parties. In the absence of a locally developed process, the MDOT may prescribe and/or be party to a local process. Complaints that cannot be resolved at the local level may be resolved at the state level.

J. Documentation. Contractors are expected to maintain public records that document private participation in the project development process and the rationale used in making public/private service decisions. This information, along with state documentation, will be the primary evidence of compliance with the policy if a complaint is sent to the MDOT.

k. "Private nonprofit organization". Private nonprofit organizations which are exempt from taxation under 26 U.S.C. 501(c), or which have been determined under state law to be private nonprofit entities, are encouraged to participate in the competitive process to select service providers.

Nothing in this guidance is meant to exclude private nonprofit organizations from the opportunity to compete to provide service. Rather competition is enhanced by the inclusion of all potential service providers, whether they are private for-profit, private non-profit, or public agencies. Where private nonprofit agencies are the sub-recipients of Section 5311, Section 5316, Section 5317, and Section 5310 funds they have the responsibility for complying with this guidance.

## XVI-C **MDOT Complaint Procedures**

1. In accordance with the requirements of FTA Circulars 9070.1F, Chapter IV and 9040.1F, Chapter X, 9045.1, Chapter VIII, 9050.1, Chapter VIII, the MDOT will

consider complaints from private for-profit operators only upon procedural grounds that are based on the following claims:

a. the contractor or applicant did not have established procedures to ensure private transportation providers a timely opportunity to participate in the planning or provisions of the proposed transportation service(s);

b. the contractor's procedures were determined not to be consistent with the provisions required by the FTA's program guidance or this Management Plan; or

c. the contractor's local complaint procedures were not followed.

2. For complaints to be considered by the MDOT, all complaints must be submitted in writing to either the Public Transit Director or the Director of the Office of Intermodal Planning, including a description of all efforts to resolve the complaint through the affected contractor's resolution process. All complaints must be signed.

3. At the direction of the Executive Director, the Director of the Office of Intermodal Planning and/or the Public Transit Director may prepare a written response and/or meet with the affected parties.

4. The MDOT will provide written acknowledgment of the receipt of a complaint within fifteen (15) working days of receipt.

5. The MDOT shall have at least sixty (60) days from the receipt of a complaint to Issue a response.

6. Private for-profit operators may submit a complaint or appeal a MDOT decision to the FTA Region IV Office, based on procedural grounds only. The FTA has stated in various program guidance documents that when reviewing State level resolutions for the Section 5311, Section 5316, Section 5317 and Section 5310 programs complaints, it will not review disputes concerning the substance of local decisions regarding services or who should provide the service.

7. Failure to comply with the local complaint or appeal process by a private nonprofit entity may be considered grounds for the MDOT to refuse to accept the complaint.

# Chapter XVII

## Construction or Renovation of Facilities

### XVII- A **Background**

Construction or renovation of project facilities may be necessary to provide for an efficient and effective coordination of public transportation services. The costs of construction or rehabilitation of transit facilities, including design, engineering and land acquisition, are eligible FTA capital expenses. The primary responsibilities for construction management and oversight lies with the local contracting entity (i.e. sub-recipient), along with consultation from the MDOT's Public Transit (PTD) and Local Public Agency (LPA) Divisions.

### XVII- B **Oversight**

The Department will have oversight of all approved projects using the procedures outlined in the Department's *Project Development Manual (PDM) for local Public Agencies.* Consequently, MDOT and the sub-recipient are expected to rely on the applicable provisions of the most recent version of the *Project Development Manual* and the most current *Transit Facilities Checklist* for FTA funded construction projects. Both of these documents provide guidance on the basic requirements related to planning, design and construction of projects supported with Federal Transit Administration funds awarded through the MDOT. (Note: subrecipients should contact the PTD to obtain a copy or link to the latest PDM and checklist)

### XVII- C **Planning**

1. Planning activities in advance of the construction or renovation of public transportation facilities may be eligible expenses. These expenses may include, but are not limited to, feasibility studies, alternative site analyses, environmental assessments, environmental impact statements, or other studies required by FTA, MDOT or local authorities.

2. Planning activities may be funded only to the extent they are included in an approved agreement/ award and found to be eligible and allowable by federal guidance.

### XVII- D **Land Acquisition**

1. Any FTA funded construction or renovation activity which involves the acquisition of land or the displacement of any persons, firms or businesses shall at a minimum be subject to the provisions of FTA Circular 5010.1D, "Grant Management Guidelines" and the guidance from the appropriate MDOT internal divisions.

Real property is acquired at its current fair market value, established on the basis of independently prepared appraisals. Two appraisals and a reviewer's analysis are required, with the latter being provided by the MDOT's Rights ofWay Section.

In addition, and associated with the acquisition of real property, the state requires the preparation of an environmental assessment (to at least Level I) completed by a certified professional firm.

2. Incidental uses of real property which may raise additional revenues for the transit system or, at a reasonable marginal cost, enhance system ridership, are subject to the regulations contained in FTA Circular 5010.1D.

XVII-E **Architectural/Engineering Services**

1. Architectural/engineering (A/E) consulting services must be obtained in accordance with competitive proposal procedures for qualifications-based procurement as outlined in FTA Circular4220.1E and applicable state procurement law. This type of procurement will also be used for *AlE* related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, or related services. Following this method, competitors' qualifications are evaluated and the most qualified competitor will be selected to negotiation of fair and reasonable compensation.

2. The scope of work in the project's Request-for-Proposal (RFP) will incorporate planning procedures for design and construction of capital improvement projects as recommended by the MDOT's Architect.

3. The MDOT will review the negotiated contract between the CONTRACTOR and the *AlE* consultant based on one of the following:

   a. determination that state and/or federal procurement procedures have been followed; and

   b. the cost(s) are reasonable and within the approved project budget.

XVII-F **Facility Design**

1. The contractor and the *Al E* firm will be responsible for filing all applicable permits, plans, specifications, and other documents with any local or federal agency having jurisdiction over any of the project.

2. Where appropriate, through the LPA Division, the Public Transit Division will coordinate the design review among the MDOT's Divisions that may have review responsibility over the project. The *Al E* consultant will be responsible for submitting the specified number of copies of design documents to accomplish this review.

3. Proposed funding for construction and renovation will be programmed as a Category B project. Upon approval of the construction documents, the Division will advance the project to Category A, in accordance with the appropriate FTA Circular. The actual amount of FTA funds obligated will be based on the programmed amount and the cost estimate prepared by the project's *AlE* consultant.

4. The *AlE* consultant will be responsible for establishing the date for receipt of bids in consultation with the local project and the LPA/PT Divisions. A period of four (4) to six (6) weeks will normally be required between publication of the advertisement for bids and their receipt.

5. The project will submit a tabulation of the bids received along with the project's approval process (see IX-D, 3 above) and recommendation for bid award. The LPA/PT Divisions will review and concur with the award of construction contracts prior to execution of agreements between the contractor and the successful bidders.

XVII-G **Facility Construction**

1. The sub-recipient, through its *AlE* consultant, will be responsible for all inspection and construction administration activities during facility construction. . In the manner that the *CE&I Engineer/Architect* is responsible to the sub-recipient and the sub-recipient is responsible to *MDOT* On behalf of the Federal Transit Administration the Department has the responsibility to ensure that the project meets all federal requirements and that federal funds are being wisely administered. Accordingly MDOT staff shall, and as appropriate FTA personnel, may jointly conduct periodic construction inspections. The frequency of these inspections will be commensurate with the project size and/or complexity. At a minimum, these inspections will occur:
   a) initially during the early stages of work;
   b) monthly during major phases of work; and
   c) at a final inspection.

2. The PTD will coordinate inspection and review of construction/renovation activities through the LPA Division and with the MDOT's Architect as appropriate.

3. Two (2) copies of the final construction report will be forwarded through the LPA District Coordinator.

XVII-H **Property Management**

1. Facilities constructed or renovated with FTA funds will be considered to be the property of the project as long as the facility is used for public transportation purposes.

2. If for any reason the facility is no longer needed for public transportation services, provision of FTA Circular 5010.1B regarding property disposition will be followed.

3. In acquiring real property, the local project entity and the MDOT will be guided to the greatest extent practical by state law, by the real property acquisition policies of 42 U.S.C. 4653 and 4654.

4. The local project's sponsoring organization must not dispose of, modify the use of, or change the terms of any real property agreement or documents containing such (e.g. project contract), or other interest in the site and facility on which a construction project supported with MDOT/FTA funds takes place without written authorization from the MDOT.

## XVII-I **Capital Construction Closeout Procedures**

The following general procedures are applicable to closeout of construction projects:

1. Local contracting (sub-recipient) entity notifies the PTD in writing through the LPA Coordinator that construction is complete, a final inspection of the facility has been performed and the facility has been accepted by the contracting entity. The contracting entity should include with this notification the architect's certificate of final completion and all outstanding invoices.

2. PTD will confer with the assigned LPA Division staff to ensure that all requisite reviews and sign offs have been completed.

3. Once all final documentation has been received by ***MDOT*** and it is determined to be acceptable, a final estimate will be prepared by the sub-recipient through the CE&I Engineer/Architect and submitted to the PTD processed for payment.

4. A letter of final acceptance will be forwarded by the PTD with concurrence from the LPA Division to the sub-recipient, which will in tum issue a similar letter of final acceptance to the contractor.

5. Sub-recipient submits to the PTD Statement of Revenues and Expenditures, along with a computation of funds due the contractor, and the most recent audit within 60 days of written notice that the project has been completed and accepted.

6. The PTD will closeout construction projects in accordance with the procedures set forth in the PDM and Chapter VII-N of the State Management Plan (with the following exception: number 3, under Section III, Final Payment Processing and Closeout: **Any amounts to be refunded to the MDOT shall be repaid within 30 days of notification to the projects chief administrative officer by the MDOT).**

# Tab

# STATE MANAGEMENT PLAN ATTACHMENTS

ATTACHMENT- A

SAMPLE APPLICATION SCHEDULE

# 2010 Section 5310 and 5317 Application Announcement, Submission and Review Schedule

Newspaper Ad will run December 26- January 10,2011 and Application Work Shop for 5311/5316 January 19th & 5310/5317 January 20th will start at 9:00 a.m. - 4:30 p.m.

Updated 12/16/2010

| | TASKS | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Ap_r-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Announcement of availability of funds issued | | | | 10 | | | | | | | | |
| 2 | Application Workshop | | | | 20 | | | | | | | | |
| 3 | Poll ITC for meeting dates | 26 | | | | | | | | | | | |
| 4 | Mail lTC meeting schedule for review of applications | | | | 25 | thru | 7 | | | | | | |
| 5 | All applications due to MDOT | | | | | | 31 | | | | | | |
| 6 | PTD reviews applications and prepares profiles for presentation to ITC | | | | | | | 1 thru 22 | | | | | |
| 7 | All Profiles to lTC | | | | | | | 25 | | | | | |
| 8 | Applications Reviewed by the ITC | | | | | | | 25- 13 | | | | | |
| 9 | lTC Meeting | | | | | | | | 17 & 19 | | | | |
| 10 | PTD prepares Section 5310 grant application | | | | | | | 26 thru 4 | | | | | |
| 11 | Internal MOOT Review | | | | | | | 22 thru 6 | | | | | |
| 12 | Commission approval | | | | | | | | 24 | | | | |
| 13 | Application submitted to FTA | | | | | | | | 27 | | | | |
| 14 | FTA Approval | | | | | | | | | | | 2 | |
| 15 | Co ntracts Issued | | | | | | | | | | | | 1 |

F:\Application Cycle\531 0 Applic Documents 20 I0-2011 /5310 Appl schedule 20 I0-11

# 2010 Section 5311 and 5316 Application Announcement, Submission and Review Schedule

Newspaper Ad will run December 26- January 10, 2011 and Application Work Shop for 5311/5316 January 19th & 5310/5317 January 20th will start at 9:00 a.m. - 4:30 p.m.

Up-date 12-16-2010

| | TASKS | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Announcement of availability of funds issued | | | | 10 | | | | | | | | |
| 2 | Application Work Shop | | | | 19 | | | | | | | | |
| 3 | Poll lTC for meeting dates | 26 | | | | | | | | | | | |
| 4 | Mail lTC meeting schedule for review of Abstracts and Profiles | | | | 18 thru 28 | | | | | | | | |
| 5 | All applications due to MDOT | | | | | | 4 | | | | | | |
| 6 | PTD reviews applications and prepares profiles for presentation to lTC | | | | | | 7-25 | | | | | | |
| 7 | All Profiles to lTC | | | | | | 31 | | | | | | |
| 8 | Applications Reviewed by the lTC | | | | | | | 1 thru 14 | | | | | |
| 9 | lTC Meeting | | | | | | | 19 &'21 | | | | | |
| 9 | PTD Completes Section 5311 grant application | | | | | | | 20-29 | | | | | |
| 11 | Internal MOOT Review | | | | | | | 17 thru 21 | | | | | |
| 12 | Commission approval | | | | | | | | 11 | | | | |
| 13 | Application submitted to FTA | | | | | | | | 20 | | | | |
| 14 | FTA Approval | | | | | | | | | | | 2 | |
| 15 | Contracts Issued | | | | | | | | | | | | 1 |

F:\Application Cycle\5311 Applic Documents 2010-2011 Schedules\5311 Appl schedule 2011

ATTACHMENT- B SAMPLE

APPLICATION PROFILE

Prepared by: _____ Date:

# SECTION 5311 APPLICATION PROFILE

Applicant Organization: _____

Service Provider:

Project Swnmary (Including Goals and Objectives): _____

Year Service Initiated:

Service Area:

Type(s) of Service: _____

Days and Hours of Operation: _____

Priority Ranking: _____

**Vehicles**

Existing: No Capacity: _____ Location:

Planned: No Capacity: _____ Location:

**Budget Request**

Budget Analysis : (Include as narrative comments- percent increase/decrease in overall budget and by category, revenue changes by percent and source; be sure to discuss farebox projections versus performance data; justification for percentage changes; over- and under-projections based on historical trends or projections; and cite sources of local match.)

1. Salary increases as adjusted _____ within the Consumer Price Index (3%) for the most recent calendar year.

2. In-kind contributions included.

3. At least 50% of Non-operating Match cash.

4. Project Administration Expenses are _____% of Total Budget.

5. Section 5311 Funds requested are _____% of Total Budget.

6. Applicant _____ propose the use of income and/or revenue to offset the projected non-operating expenses.

Capital Equipment:

Items Requested:

Equipment Type: _____

Justification:

Equipment Type: _____

Justification:

Selection Criteria Information:

1. Coordination with other transit providers: ( include specific examples/results)

2. Coordination with human service agencies: (include specific examples/results)

3. Efforts to integrate non-Section 5311 resources in the transportation program:

4. Extent of support by local governments:

5. Service to the disabled and elderly:

6. Accessibility of service to the general public:

7. Need for specific resources requested:

8. Experience, structure and personnel of transportation program:

9. Need for service in the project area: (should be performance based)

10. Program Compliance: (based on monitoring results)

COMMENTS: ( If not contained in 9. above - include at a minimum performance data such as total passenger trips, passenger trips by types or destination, service level changes, passenger target groups, noteworthy accomplishments.)

ATTACHMENT- C

SAMPLE PROGRAM OF PROJECTS

Approval Date: 11-Jul-11



**SECTION 5310 PROGRAM OF PROJECTS**
**GRANT MS-16-XOOS-00**
**POP No.1**

State: Mississippi
FY 2010 Apportionment: $1,500,353

| Program Year 10/01/10 to 09/30/11 | Total Amount | Federal Share |
|---|---|---|
| State Program Administration | $0 | $0 |

(Notes: 1. Projects targeting client groups are identified with (E) elderly or (D) disabled.
2. Replacement vehicles are designated (rep.); expansion vehicles are designated (exp.).
3. Sub-recipient types: Public(P1 ;Private non-profit(PNP); Rurai(Rur.);Urban(Urb.)

| | Recipient | Pub./ PNP | Rur./ Urb. | Project Description (Include Co. Served) | Total Amount | Federal Share |
|---|---|---|---|---|---|---|
| **Category A: (80% Federal, 20% Local)** | | | | | | |
| (1) | Delta Community Mental Health Project# 76-0016-05-621 | PNP Capital Cost | Rur. | Elderly and Disabled Services (D); Purchase of Service Bolivar, Sharkey, and Washington Counties | 440,640 | 352,512 |
| (2) | Jackson County Civic Action Project# 76-0016-05-624 | PNP Capital Cost | Rur. | Elderly and Disabled Services (E); 1Computer, 1 Printer, 8 Radios, Vehicle Rehab, 1- 24/25 Pass; 1-6 Pass Van Jackson County | 103,481 | 82,785 |
| (3) | Mid-Delta Home and Healthcare Daycare C Project# 76-0016-05-745 | PNP Capital Cost | Rur. | Elderly and Disabled Services (E); Purchase of Service Holmes County | $298,100 | $238,480 |
| (4) | Region I Mental Health Project# 76-0016-05-739 | PNP Capital Cost | Rur. | Elderly and Disabled Services (D); Purchase of Service Coahoma, Quitman, Tallahatchie, and Tunica Counties | 562,500 | 450,000 |
| (5) | Statewide Assoc. Capital Maintenance, Communications and ADP Hardware Project# | PNP Capital Cost | Rur. | Elderly and Disabled Services (E) 8 Engines, 15 Transmissions, 24 Radios; 10 ADP Hardware; 5 Communication Equipment | 470,720 | 376,576 |
| | | | | **Category A TOTALS:** | **1,875,441** | **1,500,353** |

| | | |
|---|---|---|
| **Category A Vehicles** | **2** | **Total** |
| | **2** | **Expansion Replacement** |
| **Category A Other** | **67** | **Total** |
| **Purchase of Services** | **3** | |
| **Facility Construction** | | |
| **Associated Capital Maintenance Items** | | |

| | | | |
|---|---|---|---|
| Radios/Comm. Systems | 30 | | |
| ADP Hardware | 1 | | |
| Category A | | 1,875,441 | 1,500,353 |

Program of Projects MS-16-X004-00



Program Reserve (Contingency)

| | | |
|---|---|---|
| TOTAL PROGRAMMED Section 5310 | $1,875,441 | $1,500,353 |
| Programmed Recap: State | | |
| Administration Capital | $0 | $0 |
| (at 80% Federal) | 1,875,441 | 1,500,353 |
| Program Reserve | | |
| Total | $1,875,441 | $1,500,353 |

# SECTION 5311 PROGRAM OF PROJECTS

Grant MS-18X029
POP NO. 1

State: Mississippi

FY: 2010 Apportionment: **$11,516,933**

Program Year: 10/01/10 to 09/30/11

| | |
|---|---|
| Carryover FY 2009 Apportionment Not Obligated | **$2,484,031** |
| RTAP Funds | $177,747 |
| **Total Funds Available:** | **$14,178,711** |

| | | |
|---|---|---|
| INTERCITY BUS - 15% | $1,727,540 | |
| STATE ADMINISTRATION- 15% | **$1,727,540** | |
| Subrecipient Coordinated Planning | $0 | |
| State Administration Total | $1,727,540 | |

Total number of subrecipients funded in this Program of Projects:
Total number of projects included in this Program of Projects: 23

In the following list, an asterisk (*) identifies those recipients which are Indian tribes or groups.

ADMINISTRATION, CAPITAL AND OPERATING ASSISTANCE For The Period October 1, 2010, through September 30, 2011

(Note: Net Project Cost computed by subtracting revenues available to be applied against administrative and operating expenses. Federal Share computed using net project cost.)

**CATEGORY A:**

| Recipient | Project Description(s) | Net Project Cost | Federal Share |
|---|---|---|---|
| **1. Aaron Henry Community Health** | Administrative Cost | $575,840 | $460,672 |
| Proj. No. 501XXX | Capital Cost | $138,818 | $111,054 |
| Private Non-Profit | Communication Equipment (routing & sched) 3 Engines; 3 Transmissions | | |
| | Operating Cost | $486,239 | $243,119 |
| | Flexible route and demand response services daily in Coahoma, Quitman, Tunica and Sunflower Counties. | | |
| | **TOTAL** | **$1,200,897** | **$814,845** |

| | | | |
|---|---|---|---|
| **2. Bolivar County COA**<br>Proj. No. 501XXX<br>Private Non-Profit | Administrative Cost<br>Capital Cost<br>3- Alternators;<br>Monthly Service for Computers/Copier<br>2 Engine; 4 Transmissions<br>4 AIC replace<br>Operating Cost<br>Point deviation services within Bolivar Co.<br>Demand response services within Sunflower and Washington Counties. Daily Commuter services to State Prison.<br>**TOTAL** | $458,800<br>$26,285<br><br><br><br><br>$565,548<br><br><br>**$1,050,633** | $367,040<br>$21,028<br><br><br><br><br>$282,774<br><br><br>**$670,842** |
| **3. Claiborne County HRA**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>1-Tower Rental; 3 Two-way Radios<br>Monthly Lease on computers; 1-0ffice Desk<br>1 Engine; 1 Transmission<br>Operating Cost<br>Demand response services within Claiborne County. Commuter services targeted to portions of Jefferson and Warren Counties.<br>**TOTAL** | $179,260<br>$7,600<br><br><br><br>$301,564<br><br><br>**$488,424** | $143,408<br>$6,080<br><br><br><br>$150,782<br><br><br>**$300,270** |
| **4. Community Development**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>Operating Cost<br>Demand response and flexible services within Perry County.<br>**TOTAL** | $261,925<br>$52,000<br>$520,641<br><br>**$834,566** | $209,540<br>$41,600<br>$260,321<br><br>**$511,461** |
| **5. Copiah County HRA**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>Lease for copier, stamp machine<br>5 Wheel Chair-lift Repair<br>Operating Cost<br>Demand response, flexible route and commuter services within Copiah County.<br>**TOTAL** | $129,391<br>$7,200<br><br><br>$209,426<br><br>**$346,017** | $103,513<br>$5,760<br><br><br>$104,713<br><br>**$213,986** |
| **6. Five County Child Development**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>1- Computer Equipment; 1 Desk, Chair<br>Service Agrmnt-Copier and Postage<br>2Engine; 1 Transmission, GPS System<br>Operating Cost<br>Point deviation and demand response services daily in Lawrence and Jefferson Davis Counties.<br>**TOTAL** | $158,045<br>$34,150<br><br><br><br>$521,064<br><br>**$713,259** | $126,436<br>$27,320<br><br><br><br>$260,532<br><br>**$414,288** |

| | | | |
|---|---|---|---|
| **7. HEGA**<br>Proj. No. 501XXX<br>Private Non-Profit | Administrative Cost<br>Capital Cost<br>1 Engine, 1Computer<br>Operating Cost<br>Point deviation and demand res12onse services within Washington County and 120rtions of Hum12hreys, lssaguena, and Sharkey Counties.<br>**TOTAL** | $76,340<br>$5,500<br><br>$161,083<br><br>**$242,923** | $61,072<br>$4,400<br><br>$80,542<br><br>**$146,014** |
| **8. Hinds County HRA**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>5 Two-way Radios<br>1 Engine; 1 Transmission<br>Operating Cost<br>Flexible route and demand res12onse services within 12ortions of Hinds County. Commuter services from Lincoln and Co12iah Counties daily.<br>**TOTAL** | $107,880<br>$8,250<br><br>$346,610<br><br>**$462,740** | $86,304<br>$6,600<br><br>$173,305<br><br>**$266,209** |
| **9. Madison County**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>1- Tower Rental<br>Operating Cost<br>Flexible route and demand res12onse services within 120rtions of Hinds County. Commuter serv1ces trom uncoln and co121an count1es dally.<br>**TOTAL** | $124,545<br>$3,960<br><br>$270,284<br><br>**$398,789** | $99,636<br>$3,168<br><br>$135,142<br><br>**$237,946** |
| **10. Mallory Comm. Health Center**<br>Proj. No. 501XXX<br>Private Non-Profit | Administrative Cost<br>Capital Cost<br>8-Windshield Repair; 2- Compressors; 2 Engine; 2 Transmission<br>1-Computer; 1/ 3-in-1Copier; Copier/Printer Supplies<br>Operating Cost<br>Demand Res12onse services in Holmes, Carroii,Madison, and Hinds Counties<br>**TOTAL** | $262,990<br>$27,400<br><br><br>$574,853<br><br>**$865,243** | $210,392<br>$21,920<br><br><br>$287,427<br><br>**$519,739** |
| **11. Meridian Transit Commission**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost<br>Capital Cost<br>4- Office Phones<br>Operating Cost<br>Fixed route and limited demand res12onse services within the City of Meridian.<br>**TOTAL** | $195,060<br>$400<br><br>$261'148<br><br>**$456,608** | $156,048<br>$320<br><br>$130,574<br><br>**$286,942** |

| | | | |
|---|---|---|---|
| **12. *Miss. Band of Choctaw Indians**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost | $246,440 | $197,152 |
| | Capital Cost | $6,228 | $4,982 |
| | 1-Computer<br>6-A/C Parts;<br>2 Air Brake Compress | | |
| | Operating Cost | $806,268 | $403,134 |
| | Point deviation services throughout the Choctaw reservation. Limited demand response throughout the reservation and in surrounding Neshoba, Newton and Leake Counties. | | |
| | **TOTAL** | **$1,058,936** | **$605,268** |
| **13. Miss. Valley State University**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost | $174,205 | $139,364 |
| | Capital Cost | $17,230 | $13,784 |
| | 1-Computers; 2- Laptops; Printer/Copier/Scanner/Fax<br>1 Engine; Lease Tools (Shop) | | |
| | Operating Cost | $353,065 | $176,533 |
| | Point deviation services within Leflore and Washington Counties daily. Limited demand response in Leflore, Sunflower, Humphreys and Holmes Counties. Daily commuter services for Leflore and Sunflower Counties. | | |
| | **TOTAL** | **$544,500** | **$329,681** |
| **14. Natchez Transit System**<br>Proj. No. 501XXX<br>Public Non-Profit | Administrative Cost | $381,972 | $305,578 |
| | Capital Cost | $186,000 | $148,800 |
| | 5-Computer Sys; 1-Laptop/Projector/Screen<br>6 Printers/Scanner; Repeater Rental; 8-Radios<br>8-GPS Locators; 1 Vehicle Rehab;<br>5 AIC Replace; 4 Painting of Logo on Vehic;<br>1- Mobility Manager; Office equipment/furnishings | | |
| | Operating Cost | $1,004,354 | $502,177 |
| | Point deviation and demand response services within the city of Natchez and Adams County. | | |
| | **TOTAL** | **$1,572,326** | **$956,555** |
| **15. Northeast Miss. Community Services**<br>Proj. No. 501XXX<br>Private Non-Profit | Administrative Cost | $132,130 | $105,704 |
| | Capital Cost | $35,460 | $28,368 |
| | 1 Transmission; 1 Engine<br>1-Mobility Manger; 1- Laptop/Projector | | |
| | Operating Cost | $417,150 | $208,575 |
| | Demand response in Alcorn, Prentiss, Tishomingo and Marshall Counties. | | |
| | **TOTAL** | **$584,740** | **$342,647** |

| | | | |
|---|---|---|---|
| **16. Simpson County HRA** | Administrative Cost | $122,714 | $98,171 |
| Proj. No. 501XXX | Capital Cost | $16,500 | $13,200 |
| Public Non-Profit | Mobility Manager support for Regional Groups 1- Computer; Rehab security fence (bus yard) 2 Transmission; 1 A/C Unit | | |
| | Operating Cost | $402,556 | $201,278 |
| | Demand res12onse dail:t within Sim12son Count:t. Commuter services including Sim12son, Rankin and Hinds Counties. | | |
| | **TOTAL** | **$541,770** | **$312,649** |
| **17. United Community Action Agency** | Administrative Cost | $125,430 | $100,344 |
| Proj. No. 501XXX | Capital Cost | $16,300 | $13,040 |
| Private Non-Profit | 1 Computer System/Copier Lease; 1 Engine | | |
| | Operating Cost | $221,602 | $110,801 |
| | Primaril:t demand re12onse services dail:t in !;10rtions of Benton and Ti!;1!;1ah Counties. S12ecial demand res12onse contract services from Benton and Ti!;1!;1ah into Lee Count:t. | | |
| | **TOTAL** | **$363,332** | **$224,185** |
| **18. NRoute Transit Commission** | Administrative Cost | $292,120 | $233,696 |
| Proj. No. 501XXX | Capital Cost | $68,600 | $54,880 |
| Public Non-Profit | 2-Laptops; 1-Copier; 1- Engine 9-Two-way Radios; 20- Security Cameras | | |
| | Operating Cost | $631,802 | $315,901 |
| | Point deviation and fixed route services within Warren Count:t. | | |
| | **TOTAL** | **$992,522** | **$604,477** |
| **19. City of Oxford** | Administrative Cost | $50,000 | $40,000 |
| Proj. No. 501XXX | Capital Cost | $19,000 | $15,200 |
| Public Non-Profit | 10- Two-way Radios; 1- Copier 13- Bus Stop Info Signs | | |
| | Operating Cost | $961,695 | $480,847 |
| | Fixed route and Flexible route services within Lafa:tette county | | |
| | **TOTAL** | **$1,030,695** | **$536,047** |

| **CATEGORY A** | **NET** | **FEDERAL** |
|---|---|---|
| Administrative Cost | $4,055,087 | $3,244,070 |
| Capital Cost | $676,881 | $541,505 |
| Operating Cost | 9,016,952 | 4,508,474 |
| **CATEGORY A SUBTOTALS:** | **$13,748,920** | **$8,294,048** |

**CATEGORY B:**

Intercity Bus- Project No. 501XXX- Private

Proposed projects include vehicle purchases to provide accessible intercity service, and to support linking 5311 and intercity bus routes.

| | | | |
|---|---|---|---|
| 1. | 1 55-Pass. accessible coaches for Delta Bus Lines | 550,000 | 440,000 |
| 2. | Statewide Intercity Bus needs assessment | 400,000 | 320,000 |
| 3. | Intercity Commuter Buses- 2 intercity accessible coaches | 1,209,425 | 967,540 |
| | **Intercity Bus Subtotals** | **2,159,425** | **1,727,540** |

| | | | |
|---|---|---|---|
| 4. | **Statewide Capital - IT Components**<br>AVL's/GPS; Radios; Software; Routing/Scheduling; | 1,438,785 | 1,151,028 |

| | | |
|---|---|---|
| **CATEGORY B SUBTOTALS:** | **3,598,210** | **2,878,568** |

**CATEGORY C:**

| | | |
|---|---|---|
| **STATEWIDE CAPITAL** | 1,376,010 | **1,100,808** |

**SUMMARY OF SECTION 5311 FUNDS PROGRAMMED**

| | | |
|---|---|---|
| Category A | 13,748,920 | 8,294,048 |
| Category B | 3,598,210 | 2,878,568 |
| Category C | 1,376,010 | 1'100,808 |
| Subtotal Subrecipient Funds | 18,723,140 | 12,273,424 |
| State Administration | 1,727,540 | 1,727,540 |
| RTAP | 177 747 | 177 747 |
| **TOTAL REQUESTED** | **20,628,427** | **14,178,711** |

Approval Date: 25-0ct-10



**SECTION 5310 PROGRAM OF PROJECTS**
**GRANT MS-16-X004-00**
**POP No.1**

State: Mississippi
FY 2009 Apportionment: $1,521,995

Program Year 10/01/09 to 09/30/10

| | Total Amount | Federal Share |
|---|---|---|
| State Program Administration | $152,199 | $152,199 |

(Notes: 1. Projects targeting client groups are identified with (E) elderly or (D) disabled.
2. Replacement vehicles are designated (rep.); expansion vehicles are designated (exp.).
3. Sub-recipient types: Public(Pt ;Private non-profit(PNP); Rurai(Rur.);Urban(Urb.)

| | Recipient | Pub./ PNP | Rur./ Urb. | Project Description (Include Co. Served) | Total Amount | Federal Share |
|---|---|---|---|---|---|---|
| **Category A: (80% Federal, 20% Local)** | | | | | | |
| (1) | Alcorn County HRA<br>Project# 76-0016-04-616 | PNP | Rur. | Elderly and Disabled Services (D)<br>1 17-Pass ADA Bus (exp)<br>1 - Computer; 1 15-Pass Van (exp)<br>Alcorn County | 69,090 | 55,272 |
| (2) | City of Jackson HCS<br>Project# 76-0016-04-727 | Pub | Urb. | Elderly and Disabled Services (E)<br>1 15-Pass Van (rep.)<br>1 17-Pass ADA Bus (exp)<br>Hinds County | 68,400 | 54,720 |
| (3) | City of Tchula<br>Project# 76-0016-04-732 | Pub | Rur. | Elderly and Disabled Services (E);<br>Purchase of Service<br>Holmes County | $40,250 | $32,200 |
| (4) | Climb-Up<br>Project# 76-0016-04-600 | PNP | Rur. | t:.lderly ana U1sao1ea erv1ces (U);<br>2 15-Pass Vans (rep.)<br>Benton, Chickasaw, Itawamba, Lee,<br>Monroe, Pontotoc, and Union Counties | 43,976 | 35,181 |
| (5) | Jackson County Civic Action<br>Project# 76-0016-04-624 | PNP | Rur. | Elderly and Disabled Services (E);<br>1 Engine; 1 Transmission<br>1 AC/ Heating System; 1 Computer<br>1 Printer<br>Jackson County | 16,890 | 13,512 |
| (6) | Natchez Transit System<br>Project# 76-0016-04-657 | PNP | Rur. | Elderly and Disabled Services (E);<br>Purchase of Service<br>Adams County | 120,000 | 96,000 |
| (7) | Pine Belt Mental Health<br>Project# 76-0016-04-629 | PNP | Rur. | Elderly and Disabled Services (E);<br>Purchase of Service<br>Security Fence; Vehicles Rehab/Refurb<br>Forrest, Jones, Lamar, Covington,<br>Jefferson, Davis, Marion. Wayne.<br>Perrv and Green Counties | 251,000 | 200,800 |

| | | | | | | |
|---|---|---|---|---|---|---|
| (8) | Region IV Mental Health Project# 76-0016-04-667 | PNP | Rur. | Elderly and Disabled Services (D); 2 15-Pass Van (1 rep,1 exp) 6 2-Way Radios; 15 GPS Systems Prentiss. Tishomingo, Tippah, and Alcorn Counties | 48,776 | 39,021 |
| (9) | Willowood Dev. Project# 76-0016-04-609 | PNP | Rur. | Elderly and Disabled Services (D) 2 6-Pass ADA Vans (exp) 2 7-Pass Vans (exp) Hinds County | $102,639 | $82,111 |
| (10) | Yazoo County HRA Project # 76-0016-04-636 | PNP | Rur. | Elderly and Disabled Services (E) 2 15-Pass Vans (rep.) Yazoo County | $43,976 | $35,181 |
| (16) | East Central POD Project # 76-0016-04-608 | PNP | Rur. | Elderly and Disabled Services (E) 2 17-Pass Buses (rep.) Clarke, Jasper. Kemper. Leake, Lauderdale, Neshoba, Newton, Scott, and Smith Counties | 76,214 | 60,971 |
| (11) | Statewide Assoc. Capital Maintenance, Communications and ADP Hardware Project# | PNP | Rur. | Elderly and Disabled Services (E) 20 Engines, 35 Transmissions, 18 Radios; 8 ADP Hardware | 407,288 | 325,830 |
| | | | | **Category A TOTALS:** | **1,288,499** | **1,030,799** |

| | | |
|---|---|---|
| **Category A Vehicles** | *n* | **Total** |
| | **14** | **Expansion** |
| | **9** | **Replacement** |
| **Category A Other** | **93** | **Total** |
| **Purchase of Services** | **3** | |
| **Facility Construction** | | |
| **Associated Capital Maintenance Items** | **59** | |
| **Radios/Comm. Systems** | **20** | |
| **ADP Hardware** | **11** | |

**Category B-1: (83% Federal, 17% Local)**

| | | | | | | |
|---|---|---|---|---|---|---|
| (12) | Pine Belt Mental Health Project# 76-0016-04-629 | PNP | Rur. | Elderly and Disabled Services (E); 2 24/25-Pass Bus ADA(Rep); 1 6-Pass Van (rep); Forrest, Jones, Lamar, Covington, Jefferson, Davis, Marion, Wayne, Perry and Green Counties | 136,051 | 112,922 |
| (13) | Southern MS POD | PNP | Rur. | Elderly and Disabled Services (E) 4 17-Pass ADA Buses (exp); | $200,070 | $166,058 |

Attachment A

Project# 76-0016-04-642

Covington. Forrest. Marion. Pearl River. Jackson. Jefferson Davis. Jones. George. Green. Hancock. Harrison. Perrv. Stone. Wayne and Lamar Counties

| | | | | | | |
|---|---|---|---|---|---|---|
| (14) | Region IV Mental Health Project# 76-0016-04-667 | PNP | Rur. | Elderly and Disabled Services (D); 1 6-Pass Van (exp) Prentiss. Tishomingo, Tippah, and Alcorn Counties | 19,326 | 16,041 |
| | | | | Category B-1: TOTALS | 355,447 | 295,021 |

| | | |
|---|---|---|
| Category B-1 Vehicles | 28 | Total |
| | 13 | Expansion |
| | 15 | Replacement |

| | | |
|---|---|---|
| Category B-1 Other | 28 | Total |
| Purchase of Services | 4 | |
| Facility Construction | | |
| Associated Capital Maintenance Items | 12 | |
| Radios/Comm. Systems | 7 | |
| ADP Hardware | 5 | |

Category B-2: (50% Federal, 50% Local)

| | | | | | | |
|---|---|---|---|---|---|---|
| (15) | Delta Community Mental Health Project # 76-0016-04-621 | PNP | Rur. | Elderly and Disabled Services (D) 4 15-Pass Van(rep); Bolivar. Issaquena, Sharkey and Washington Counties | 87,952 | 43,976 |
| | | | | Category B-2: TOTALS | 87,952 | 43,976 |

| | | |
|---|---|---|
| Category B-2 Vehicles | 4 | Total |
| | Q | Expansion |
| | 4 | Replacement |

| | | |
|---|---|---|
| Category A,B-1, and B-2 TOTALS | 1,731,898 | 1,369,796 |

| | | |
|---|---|---|
| Program Reserve (Contingency) | (0) | (0) |
| TOTAL PROGRAMMED Section 5310 | $1,884,097 | $1,521,995 |
| Programmed Recap: | | |
| State Administration | $152,199 | $152,199 |
| Capital (at 80% Federal) | 1,288,499 | $1,030,799 |
| Capital (at 83% Federal) | $355,447 | $295,021 |
| Capital (at 50% Federal) | 87,952 | 43,976.00 |
| Program Reserve | | |
| Total | $1,884,097 | $1,521,995 |

# ATTACHMENT D

# SAMPLE CONTRACT AGREEMENTS

**CONTRACT AGREEMENT FOR NON-URBANIZED AREA**
**5311 RURAL GENERAL PUBLIC TRANSPORTATION PROGRAM**
**PUBLIC TRANSPORTATION ASSISTANCE**

**Contract No. 000000**

This Contract Agreement is made by and between the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), an Agency of the State of Mississippi, and CONTRACTOR NAME, (hereinafter referred to as the CONTRACTOR).

**WHEREAS**, Chapter 53, (49 U.S.C. Section 5311) formerly referred to as Section 18 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

**WHEREAS,** the goals of the Non-urbanized Public Transportation Program are to enhance access by people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of coordinated passenger transportation systems; and

**WHEREAS**, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of **NAMES** Counties, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

**WHEREAS**, the Department is authorizing the Contractor to incur project costs beginning, October 1, 20____; and ending September 30, 20_____.

**NOW, THEREFORE,** in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

**Section 1. Purpose of Contract Agreement.** The purpose of this Contract Agreement is to provide for the undertaking of the PROJECT by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the PROJECT will be undertaken and completed.

**Section 2. Scope of Project.** The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5311 Grant application submitted to the DEPARTMENT on behalf of **CONTRACTOR NAME** as approved by the DEPARTMENT (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Rural Transportation Project and provide public transportation service to the residents of **NAMES** Counties, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

**Section 3. Period of Performance.** The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 20_ through September 30, 20_.

b. Operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 20_ through September 30, 20_.

**Section 4. Funding.**

a. Project Funding

(1) Funds to cover the federal share of this Project's cost are being provided through an appropriation authorized under Section 5311 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital, 20% administrative, and 50% operating deficit (minus revenue). The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

**(2) The maximum amount of Section 5311 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $(AMOUNT).**

(3) **Availability of Funds**
It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

**a. Suspend and/or Stop Work:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the

Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

(1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs set forth in Office of Management and Budget Circular (OMB) A-87 or Federal Procurement Regulations (FPR) 1-15.7, 23 CFR, Part 825; and OMB Circular A-110 and OMB Circular A-102 and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the DEPARTMENT;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

(10) Allowable costs shall be reduced by all income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the malch for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Aoolicat:on and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that all revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the Project, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MOOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as ame-nded, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return

any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

g. E-Invoice and E-Payment PayMode This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs. state.ms.us or by calling the MMRS Call Center at (601) 359-1343. Payments by State Agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

2. The CONTRACTOR agrees that 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 any 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.

j. InteresUExcess Payments. The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligated unspent funds prior to project close-out.

Section 5. Reports and Records.

a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5311 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with OMB Circular A-133 as amended and guidance provided by the DEPARTMENT. The audit, if required, shall be submitted to the DEPARTMENT within one hundred eighty (180) days of the period of performance listed in Section 3. Failure to acquire an audit, if and as required, without substantial justification in the opinion of the DEPARTMENT and written concurrence from the Executive Director, will result in the forfeiture of the retainage withheld by the DEPARTMENT, but not limited thereto. Such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Commission.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies

purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:

(1) excess program generated income;
(2) excess contributed income;
(3) other excess income.

e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

**Section 7. Contracts Under This Contract Agreement.** Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

**Section 8. Purchase of Project Vehicles, Facilities and Equipment.** The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or OMB Circular A-110 (Revised), and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.

b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:

(1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

(2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised OMB Circular A-110 where appropriate.

c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MOOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

**Section 9. Title to Project Equipment and Real Property.** Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit** C.

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. **A copy of the Deed of Trust form, acceptable to the DEPARMENT, is attached hereto as Exhibit D.)**

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled it's obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit E.**

**Section 10. Use of Project Equipment and Real Property.**

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding, and/or;

(2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with 23 CFR, Part 825.

d. In accordance with 49 CFR, Part 605, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a

modification of regular service to the general public and such use is not for exclusive school bus transportatior"! to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

**Section 11. Encumbrance of Project Equipment or Real Property.** Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

**Section 12. Records and Maintenance of Project Real Property and Equipment.** For the duration of the Project, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

**Section 13. Insurance.** The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the project.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00), including coverage for blanket contractual liability, broad form property

damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

**Section 14. Disposition of Eauioment and Real Property.** The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5311 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least $5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.

(3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

**Section 15. Contract Changes.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

**Section 16. Compliance with Applicable Laws, Regulations and Certifications.** The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

**Section 17. Responsibility for Claims and Liabilities.** The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The

CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

**Section 18. Disputes.** Any dispute concerning a question of fact in connection with the Project which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

**Section 19. Termination of Contract Agreement.** This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

**Section 20. Interest of Members of or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

**Section 21. Prohibited Interest.** No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

**Section 22. Identification of Documents.** All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

> **"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof'.**

**Section 23. Public Notice Process for Fare/Service Changes.** The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.

b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.

c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.

d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.

e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

**Section 24. Civil Rights.** During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 CFR 710.405 (b), as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the

CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the Contractor nor any sub-recipient or sub-contractor shall 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 United States Department of Transportation assisted contracts. Failure of the Contractor to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

(1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

(a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contact agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5311 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit F)**. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

**Section 25. Equal Employment Opportunity.** In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions 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.

**Section 26. Section 504 and ADA Requirements.** The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112,29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 - 12213), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Part 27}, the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto including any amendments.

**Section 27. Immigration Reform and Control Act of 1986.** *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and* Immigration *Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing theE-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide* a *copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.* As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MOOT") a Certification and Agreement **(Exhibit G)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

**Section 28. Section 13(c) Labor Standards.** In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

**Section 29. Other Labor Provisions.** The CONTRACTOR shall be responsible for meeting the statutory requirements of 40 U.S.C. 3701 and regulations set forth at 29 CFR Part 5, for non-construction contracts of $2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 and the regulations set forth at 29 CFR Part 5, the following statements are made part of this Contract Agreement:

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 work week in which he or she is employed on such work to work in excess of forty hours, 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 work week.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

3. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient 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 monies 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

4. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1. through 5. of this paragraph 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 subparagraphs 1. through 5. of this paragraph.

6. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

**Section 30 Environmental Regulation.** The CONTRACTOR agrees (on projects with cost in excess of $100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1875(h), Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

**Section 31. Energy Efficiency.** The CONTRACTOR agrees to recognize 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 (P.L. 94.165) and any amendments thereto.

**Section 32. Settlement of Third Party Contract Disputes or Breaches.** FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5311 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

**Section 33. Private Sector Participation.** The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

**Section 34. Ethics.** The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(1) the employee, officer, or agent;
(2) any member of his or her immediate family;

(3) his or her partner; or
(4) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

**Section 35. Effective Date.** The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

**Section 36. Bonding.** Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least $50,000, prior to the inception of this Contract Agreement.

**Section 37. Certification Regarding Suspension and Debarment.** The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**Section 38. Certification Regarding Lobbying.**

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

the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Section** 39. **Governing Law.** This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

**Section 40. 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 this Contract Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the 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 DEPARTMENT or 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.

**Section 41. 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 Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

**Section 42. Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated November 1, 2008 as amended, 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 DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

**Section 43. State and Local Law Disclaimer.** Since many of the clauses which are suggested for use by the Contractor in its procurement documents are affected by both state and federal law requirements, the Contractor understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

**Section 44. Substance Abuse.** The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

**Section 45. Certifications and Assurances**. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

**Section 46. No Government Obligation to Third Parties**. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

a. 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 of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded 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.

**Section 47. Buy America.** The contractor agrees to comply with 49 U.S.C. 5323U) 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. 5323U)(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 CONTRACTOR the appropriate Buy America certification 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 non responsive. This requirement does not apply to lower tier subcontractors.

**Section 48. 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 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

**Section 49. School Bus Operations.** Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. 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.

**Section 50. Recycled Products-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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Section 51. Notification of Federal Participation.** To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

**Section 52. Entire Agreement.** This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and

supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

**IN WITNESS WHEREOF**, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

**(Organization Name)**

_____ _____

**Executive Director** **Date**

_____

**Typed/Printed Name**

_____ _____

**Attest** **Date**

_____

**Typed/Printed Name**

**MISSISSIPPI TRANSPORTATION COMMISSION**

By the duly authorized Executive Director of the Mississippi Department of Transportation

_____ _____

**Melinda McGrath, P.E.** **Date**
**Interim Executive Director/Chief Engineer**
**Mississippi Department of Transportation**

_____ _____

**Attest** **Date**

_____

**Typed/Printed Name**

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**CONTRACT AGREEMENT FOR**
**5310 ELDERLY & DISABLED PUBLIC TRANSPORTATION PROGRAM**
**PUBLIC TRANSPORTATION ASSISTANCE**

**Contract No. #SHELL00-0000-00-000**

This Contract Agreement is made by and between the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), an Agency of the State of Mississippi, and **CONTRACTOR** (hereinafter referred to as the CONTRACTOR).

**WHEREAS**, Chapter 53, (49 U.S.C. Section 5310) formerly referred to as Section 16 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

**WHEREAS**, the goals of the Elderly & Disabled Public Transportation Program are to assist in providing services that meet the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate; and

**WHEREAS,** the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of **COUNTY** County/ies, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

**WHEREAS,** the Department is authorizing the Contractor to incur project costs, where appropriate, beginning October 1, 20 ; and ending September 30, 20_____.

**NOW, THEREFORE,** in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

**Section 1. Purpose of Contract Agreement.** The purpose of this Contract Agreement is to provide for the authorization to receive federal assistance, maintain title to and operate approved Project equipment by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

**Section 2. Scope of Project.** The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5310 Grant application submitted to the DEPARTMENT on behalf of as approved by the DEPARTMENT (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Elderly and Disabled Transportation Project and provide transportation service to the residents of County, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

**Section 3. Period of Performance.** The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. The period of performance for all expenditures under the PROJECT shall be from October 1, 20 through September 30, 20_.

**Section 4. Funding.**

a. Project Funding

(1) Funds to cover the federal share of this Project's cost are being provided through an appropriation authorized under Section 5310 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital. The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

**(2) The maximum amount of Section 5310 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $AMOUNT.OO.**

(3) **Availability of Funds**
It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

**a. Suspend and/or Stop Work:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.gomdot.com.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

**b.** TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

(1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs set forth in Office of Management and Budget Circular (OMB) A-87 or Federal Procurement Regulations (FPR) 1-15.7, 23 CFR, Part 825; and OMB Circular A-110 and OMB Circular A-102 and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the DEPARTMENT;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

(10) Allowable costs shall be reduced by **all** revenues where appropriate, including contracts, contributions, grants or loans, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges

and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the Project, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MOOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

g. E-Invoice and E-Payment PayMode This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.20.10, 17.20.05 and 17.10.10, and in the related section on requirements for requesting an exemption from electronic payment found in section 17.10.20. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mm rs.state.m s.us or by calling the MMRS Call Center at (601) 359-1343. Payments by State Agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

2. The CONTRACTOR agrees that 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 any 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.

j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR:

Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligated unspent funds prior to project close-out.

**Section 5. Reports and Records.**

a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

**Section 6. Review / Audit, Inspection and Close-out.**

a. In the event that the CONTRACTOR receives reimbursements through this agreement, CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5310 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with OMB Circular A-133 as amended and guidance provided by the DEPARTMENT. The audit, if required, shall be submitted to the DEPARTMENT within one hundred eighty (180) days of the period of performance listed in Section 3. Failure to acquire an audit, if and as required, without substantial justification in the opinion of the DEPARTMENT and written concurrence from the Executive Director, will result in the forfeiture of the retainage withheld by the DEPARTMENT, but not limited thereto. Such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Commission.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR

shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:

(1) excess program generated income;
(2) excess contributed income;
(3) other excess income.

e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

**Section 7. Contracts Under This Contract Agreement.** Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

**Section 8. Purchase of Project Vehicles, Facilities and Equipment.** The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or OMB Circular A-110 (Revised), and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by eference.

a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the

CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.

b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:

(1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

(2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised OMB Circular A-110 where appropriate.

c. Real Property. In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MOOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

**Section 9. Title to Project Equipment and Real Property.** Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit C**.

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At

least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. **A copy of the Deed of Trust form, acceptable to the DEPARMENT, is attached hereto as Exhibit D.)**

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled it's obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as **Exhibit E.**

**Section 10. Use of Project Equipment and Real Property.**

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding, and/or;

(2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with 23 CFR, Part 825.

d. In accordance with 49 CFR, Part 605, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

**Section 11. Encumbrance of Project Equipment or Real Property.** Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

**Section 12. Records and Maintenance of Project Real Property and Equipment.** For the duration of the Project, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

**Section 13. Insurance.** The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the project.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

**Section 14. Disposition of Eauioment and Real Property.** The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5310 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least $5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in

an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.

(3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, OMS Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

**Section 15. Contract Changes.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

**Section 16. Compliance with Applicable Laws, Regulations and Certifications.** The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

**Section 17. Responsibility for Claims and Liabilities.** The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suitand any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance

of this provision by the CONTRACTOR. In such case DEPARTMENT shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

**Section 18. Disputes.** Any dispute concerning a question of fact in connection with the Project which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

**Section 19. Termination of Contract Agreement.** This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

**Section 20. Interest of Members of or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

**Section 21. Prohibited Interest.** No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

**Section 22. Identification of Documents.** All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

> **"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof'.**

**Section 23. Public Notice Process for Fare/Service Changes.** The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.

b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.

c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.

d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.

e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

**Section 24. Civil Rights.** During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and succes:sors in interest, agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES

DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 CFR 710.405 (b), as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination prov1s1ons of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the

CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the Contractor nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national ori in, 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 United States Department of Transportation assisted contracts. Failure of the Contractor to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

(1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

(a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contact agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color,

national origin, or sex in the award and performance of contracts using Section 5310 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit F).** This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

**Section 25. Equal Employment Opportunity.** In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant

for employment because of race, religion, color, sex age, disability, or national ong1n. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions 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.

**Section 26. Section 504 and ADA Requirements.** The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 - 12213), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

**Section 27. Immigration Reform and Control Act of 1986.** The *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and* Immigration *Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide* a *copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.* As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MOOT') a Certification and Agreement **(Exhibit G)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

**Section 28. Section 13(c) Labor Standards.** In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

**Section 29. Other Labor Provisions.** The CONTRACTOR shall be responsible for meeting the statutory requirements of 40 U.S.C. 3701 and regulations set forth at 29 CFR Part 5,

for non-construction contracts of $2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 and the regulations set forth at 29 CFR Part 5, the following statements are made part of this Contract Agreement:

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 work week in which he or she is employed on such work to work in excess of forty hours, 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 work week.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

3. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient 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 monies 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

4. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1. through 5. of this paragraph 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 subparagraphs 1. through 5. of this paragraph.

6. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

**Section 30. Environmental Regulation.** The CONTRACTOR agrees (on projects with cost in excess of $100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1875(h), Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

**Section 31. Energy Efficiency.** The CONTRACTOR agrees to recognize 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 (P.L. 94.165) and any amendments thereto.

**Section 32. Settlement of Third Party Contract Disputes or Breaches.** FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5310 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

**Section 33. Private Sector Participation.** The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

**Section 34. Ethics.** The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(1) the employee, officer, or agent;
(2) any member of his or her immediate family;
(3) his or her partner; or
(4) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

**Section 35. Effective Date.** The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

**Section 36. Bonding.** Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least $50,000, prior to the inception of this Contract Agreement .

**Section 37. Certification Regarding Suspension and Debarment.** The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**Section 38. Certification Regarding Lobbying.**

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**Section 39. Governing Law.** This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR

**Section 40. 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 this Contract Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the 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 DEPARTMENT or 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.

**Section 41. 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 Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

**Section 42. Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as amended, 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 DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

**Section 43. State and Local Law Disclaimer.** Since many of the clauses which are suggested for use by the Contractor in its procurement documents are affected by both state and federal law requirements, the Contractor understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

**Section 44. Substance Abuse.** The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

**Section 45. Certifications and Assurances**. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

**Section 46. No Government Obligation to Third Parties.** The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

a. 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 of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded 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.

**Section 47. Buy America.** The contractor agrees to comply with 49 U.S.C. 5323U) 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. 5323U)(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 CONTRACTOR the appropriate Buy America certification 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 non responsive. This requirement does not apply to lower tier subcontractors.

**Section 48. 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 sub-recipients 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 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

**Section 49. School Bus Operations.** Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and sub-recipients 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 sub-recipients may not use federally funded equipment, vehicles, or facilities.

**Section 50 Recycled Products-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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Section 51. Notification of Federal Participation.** To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

**Section 52. Entire Agreement.** This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR

**IN WITNESS WHEREOF,** this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

**CONTRACTOR**

**Executive Director** **Date**

**Typed/Printed Name**

**Attest** **Date**

**Typed/Printed Name**

**MISSISSIPPI TRANSPORTATION COMMISSION**

By the duly authorized Executive Director of the Mississippi Department ofTransportation

**Melinda McGrath, P.E.** **Date**
**Interim Executive Director/Chief Engineer**
**Mississippi Department of Transportation**

**Attest** **Date**

**Typed/Printed Name**

PICONTRACTS\Section 5310 ContradsiSEC 5310 CON FY 200 \Final Cent Natchez Senior Crtizen 12-2-200B.docx

ATTACHMENT Dl

FTA CONTRACT MATRIX

## FEDERALLY REQUIRED AND OTHER MODEL CLAUSES

## APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts over $2,000)

| TYPE OF PROCUREMENT | | | | | |
|---|---|---|---|---|---|
| **CLAUSE** | **Professional** Services/**A&E** | **Operations/ Managem ent** | **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 |
| Tennination | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. |
| Civil Rights (Title VI, EEO, ADA) | >$10,000 | >$10,000 | >$10,000 | >$10,000 | >$10,000 |
| Disadvantaged Business Enterprises (DBEs) | All | All | All | All | All |
| Incorporation of FTA Terms | All | All | All | All | All |
| Suspension and Debarment | >$25,000 | >$25,000 | >$25,000 | >$25,000 | >$25,000 |
| Buy America | | | >$100,000 | >$100,000 | >$100,000 |
| Resolution of Disputes, Breaches, or Other Litigation | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Lobbying | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Clean Air | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Clean Water | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Cargo Preference | | | For property transported by ocean vessel. | For property transported by ocean vessel. | For property transported by ocean vessel. |
| Fly America | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. |
| Davis-Bacon Act | | | | >$2,000 (including ferry vessels) | |
| Contract Work Hours and Safety Standards Act | | >$100,000 (except transportation services) | >$100,000 | >$100,000 (including ferry vessels) | |

## FEDERALLY REQUIRED AND OTHER MODEL CLAUSES

## APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts over $2,000)

| TYPE OF PROCUREMENT | | | | | |
|---|---|---|---|---|---|
| **CLAUSE** | **Professional Services/A&E** | **Operations/ Management** | **Rolling Stock Purchase** | **Construction** | **Materials & Supplies** |
| Copeland Anti-Kickback Act | | | | >$2,000 (including ferry vessels) | |
| Bonding | | | | $100,000 | |
| Seismic Safety | A&E for New Buildings & Additions | | | New Buildings & | |
| 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 | Research & Development | | | | |
| Rights in Data and Copyright Requirements | Research & Development | | | | |
| Energy Conservation | All | All | All | All | All |
| Recycled Products | | Contracts for items designated by EPA, when procuring $10,000 or more per year | | Contracts for items designated by EPA, when procuring $10,000 or more per year | Contracts for items designated by EPA, when procuring $10,000 or more per year |
| 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 |

ATTACHMENT E

SAMPLE SUPPLEMENTAL AGREEMENT

**SUPPLEMENTAL AGREEMENT NUMBER 1**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**
**JACKSON, MISSISSIPPI**

**CONTRACTAGREEMENTNO. XXXXXX**

WHEREAS, the **Organization** (initially referred to as CONTRACTOR) entered into a contract with the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (herein after referred to as the DEPARTMENT), for the undertaking of a public transportation project as defined in Section 2 of the Agreement for Federal Aid Project No. 502387; and

WHEREAS, Chapter 53, (49 U.S.C. Section 5311) provides capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goal of the Non-urbanized Public Transportation Program is to enhance access of people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of coordinated passenger transportation systems, and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public services to the residents of Adams County, Mississippi, hereafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT has authorized the CONTRACTOR to incur PROJECT costs beginning October 1, 2011; and

WHEREAS, it has been determined by the DEPARTMENT, that it is necessary to revise the contract to identify the CONTRACTOR as the **Organization,** doing business as Natchez Transit.

NOW THEREFORE IT IS AGREED: The first paragraph of the contract and all subsequent agreements is replaced as follows:

WHEREAS, the Natchez Transit System (initially referred to as CONTRACTOR) entered into a contract with the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (herein after referred to as the DEPARTMENT), for the undertaking of a public transportation project as defined in Section 2 of the Agreement for Federal Aid Project No. XXXXXX; and

All references to the Natchez Transit System as the CONTRACTOR are hereby replaced with Organization.

This Supplemental Agreement #1 in no way modifies or changes the original Contract Agreement of which it becomes a part, except as specifically stated herein.

**Organization**

Director/Authorized Representative

Date

Typed/Printed Name

Attest

Date

Typed/Printed Name

**MISSISSIPPI TRANSPORTATION COMMISSION**

By the duly authorized Executive Director of the Mississippi Department ofTransportation

Melinda McGrath, P.E.
Interim Executive Director/Chief Engineer

Date

Attest

Date

ATTACHMENT F

RTAP SCHOLARSHIP FORM

RTAP EXPENSE REPORT

# RTAP Scholarship Application

1. Title of Event: _____
   (Attach Brochure/Announcement)

2. Date(s) and Place of Event: _____

3. Participant(s): (1) _____
   (2) _____
   (3) _____

4. Agency: (Enter your project name here.) _____

5. Phone (Include area code): _____

6. Address: _____

7. Participant(s) title and job responsibilities:
   (1) _____
   _____
   (2) _____
   _____
   (3) _____
   _____

9. Amount of funds requested:

   Travel $_____ Lodging $_____ No. of Nights: _____

   (Total# of miles) _____ Your Agency Mileage Rate: _____

   Registration $_____ Meals $_____ No. of Days: _____

   Other $_____ (To include taxi, shuttle, tips, etc.)

   (Explain) _____

   Amount provided by Agency or applicant to offset total cost: $ _____

   Total Amount Requested: $ _____

10. State the professional needs that will be met or benefits that will result from attending

this event:

_____

_____

_____

_____

11. Describe your plan(s) for sharing information obtained at this workshop:

_____

_____

_____

_____

Return to: Mississippi Department of Transportation
Public Transit Division
Post Office Box 1850 / Mail Code 61-01
Jackson, Mississippi 39215-1850

---

MOOT Public Transit Division Action:

Recommendations:

(1) _____ Date: _____

(2) _____ Date: _____

Approved: _____ Disapproved: _____

_____ _____
Manager/Director Date

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION
## RTAP Expense Report

1. Employee Name: _____ 2. Organization: (Enter your project name here.)

3. Date(s): _____ 4. Event(s): _____

| 5. Date | 6. Dep/Arr Times | 7. Points of Travel From: | 7. Points of Travel To: | 8. Private Vehicle Miles | 8. Private Vehicle Amount | 9. Meals Actual | 9. Meals Allowed | 10. Lodging Amount | 11. Other Amount | 11. Other Code* | 12. Total Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
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| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | 13. Totals | | - | | - | - | - | | - |

**14.** Subject to any differences determined by verification, I certify that the above amount claimed by me for travel expenses for the period indicated is true and just in all respects, and that payment for any part thereof has not been received.

Employee Signature

**15. Approved:**

Supervisor Signature

**16. Approved MOOT:**

RTAP Coordinator Signature

Financial Reviewer Signature

17. Remarks

*Purpose Codes: **1.** Conference Registration 2. Bellman/Skycap tips 3. Business Phone Calls 4. Air Fare Ticket(s) 5. Ground Transportation

ATTACHMENT G

COMPLAINT DISCRIMINATION PROCEDURE

## VII. **DISCRIMINATION COMPLAINT PROCEDURES**

### A. General

The MDOT Public Transit Division will refer and consult with the Director of Civil Rights, Legal and Human Resources Divisions to review complaints alleging discrimination on the basis of race, color, creed, religion, national origin, sex, age, disability or veteran status involving applicants and grantee(s) that provide a plan to provide transit services.

1. As a matter of policy, the MDOT allows any person to file a complaint who believes that, individually, or as a part of a specific class of citizens, they have been subjected to discrimination covered by Title VI. All complaints must be filed with the Executive Director of the Mississippi Department of Transportation, through the Public Transit Division. All complaints must be filed within ninety (90) days of the alleged discrimination. Unless unusual or extenuating circumstances intervene, all complaints must be filed in writing before any action is taken on behalf of the Division. Recognition of such circumstances must be given by the MDOT Executive Director and/or his representative, in writing.

### B. Compliant Filing Procedures

1. Complaints may be submitted in writing to the affected transit provider, applicant or contractor prior to the complainant submitting a formal complaint to the Division. Complaints made by or on behalf of the complainant(s) must be signed by the complainant(s).

2. Written complaints concerning FTA funded projects or services submitted to the MDOT may be submitted through the Public Transit Division. Complainants are to be made aware by the MDOT that copies of the written complaint may be filed with the FTA Regional Administrator and/or Civil Rights Office.

3. In those situations where the complainant is unable to provide a written complaint, a verbal compliant made to the Mississippi Department of Transportation's Executive Director, Director of Civil Rights and the Public Transit Manager shall be accepted and shall be considered sufficient to justify staff review of the complaint.

4. Prior to any formal compliance review or investigation by the staff, the complaint must be put in a written format that identifies specific allegation. The written allegation statement must be signed by the compliant. The Public Transit Division staff and the Director of Civil Rights may provide technical assistance in explaining the discrimination complaint procedures.

5. All written complaints of discrimination will be referred as a matter of routine procedure to the Department's legal counsel.

6. Within fifteen (15) working days of receipt of a written complaint, the complainant(s) are provided written acknowledgment, that the complaint has been received. (See Appendix A-4, Complaint Form Letter# 19-01-000-03). Complainants will also be made aware of their right to file a complaint with the FTA Regional Office.

7. Staff of the Public Transit Division will be given subsequent steps to be taken in resolving or investigating the complaint by the Director of Civil Rights, legal counsel and the Human Resources Division.

8. All complaints and subsequent related documents will be added to the files maintained by the Division.

9. All applicants and/or contractors that are the subject of Title VI written complaints shall be notified in writing by the Director at the time that the complainant receives the acknowledgment referenced in #6 above. (See Appendix A-4, Complaint Form Letter 09-01-00-000-04)

10. Failure of the complainants to cooperate in the filing, investigation and/or resolution of a complaint will be considered cause for the MDOT to issue a determination that further investigation is not supported by the available information; and shall be considered basis for a finding of probable non-compliance. As such, the MDOT shall notify FTA in writing of the circumstances. A finding of non-compliance resulting from the failure or refusal of the grantee or contractor to cooperate may be sufficient to withhold approval of pending applications, payments or contracts.

11. Within forty-five (45) days of the receipt of a written complaint, the complainant(s) will receive a written notice of action taken on all complaints as a status report. Such a notification is to include:

    a. Identification of any referrals to FTA, legal counsel or other affected parties;

    b. Status of the MDOT's review or investigation.

    c. Request(s) for any additional information.

12. Complaint Review Report. A written complaint review report will be prepared by the Public Transit Division Manager for review by the Director, Office of Intermodal Planning, Human Resource Director and Legal Counsel as appropriate. This report will be used as the basis of finding(s)/determination(s) and may be used to report non-compliance findings to FTA. The report will at a minimum be in the format outlined in FTA Circular C 4702.1A.

***APPENDIX A-2***

(MDOT LETTERHEAD)



Month/date/, 200_

_____
(Complainant)

_____
(Address)

_____
(City, State, Zip)

**MAILED CERTIFIED RETURN RECEIPT**

RE: (Identity ofPerson(s) or Entity Complaint filed against)

Dear_____,

Your correspondence concerning allegations of discrimination under Title VI of the Civil Rights Act of 1964 has been received. Additional information is needed in order to pursue this matter further.

Please contact the office identified below.

Shirley Wilson, Title VI Coordinator
(Name)

P. O. BOX 1850; Mail code 61-01
(Address)

Jackson, MS 39215-1850
(Address)

(601) 359-7800
(Telephone number)

Sincerely,

Title VI Coordinator

***APPENDIX A-3***

(MDOT LETTERHEAD)

Title VI Compl aint Form Letter 09-01-00-000-02

Month/Date, 200

_____
(Complaint)

**MAILED CERTIFIED RETURN RECEIPT**

_____
(Address)

RE: (Identity of Person(s) or Entity
Complaint filed against)

_____
(City, State, Zip)

Dear_____

This is to acknowledge receipt of your complaint of Title VI discrimination against (above named respondent).

The respondent, (above named respondent) will be provided notification of this agency's intent to process the complaint in accordance with established procedures. The undersigned or other authorized representative will contact you should the need arises for additional information.

In this connection please notify the undersigned of any change in your address or telephone number and inform this agency if you are absence from your current address for an extended period of time. Your complaint may be dismissed if you fail to cooperate in this regard.

Please be advised that you may also file your complaint with the U. S. Department of Transportation at one or both of the following addresses:

Federal Transit Administration, Region IV
230 Peachtree St. N.W.
Suite 800
Atlanta, Georgia 30303

U. S. Department ofTransportation
Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Sincerely,

Title VI Coordinator

***APPENDIX A-4***
(MDOTLETTERHEAD)

DATE

_____
(Respondent)

_____
(Address)

_____
(City, State, Zip)

MAILED CERTIFIED RETURN RECEIPT

RE: Charge of Title VI Discrimination
(Identity of Complaint)

Dear _____

You are hereby notified that a complaint of unlawful discrimination has been filed against your organization under Title VI of the Civil Rights Act of 1964. A copy of the complaint is enclosed herewith for your review.

The U.S. Department of Transportation regulations (49 CFR 21) effectuating the provision of Title VI of the Civil Rights Act of 1964, as amended, are applicable to your Federal-aid contract and are controlling in this matter (See contract provisions). Section 21.5 of these regulations, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation and nothing should be done which would have the effect of defeating or substantially impairing accomplishment of the objectives of the federally assisted program with respect to individuals of a particular race, color, national origin, sex, age or disability.

Please submit a response to the allegations contained in the complaint including documentary materials to support your position. Your full response should be submitted by (month /day/year).

_____
(Title VI CRD or Coordinator)

_____
(Address)

_____
(Telephone Number)

If you have any questions, please contact me at telephone number (601) 359-7800.

Sincerely,

(CRD or Title VI Coordinator)

(A respondent should generally be given 10 calendar days to respond.)

-0RANDU|\n

# Tab

# APPENDIX A

## ITC MEMBERS

## DRAFT M

# APPENDIX A

lTC Members and Draft Memorandum

Felicia Day
Mississippi Department of Transportation
401North West Street
Jackson, MS 39201
TEL# (601) 359-7376
fday@mdot.state.ms.us

MS. Margaret Harris
Hinds Behavior Health Services
P.O. Box 5369
Jackson, MS 39236
TEL# (601) 321-2400

MS. Rachel Pittman
Division of Health
2423 North State Street
P.O. Box 1700
Jackson, MS 39216
TEL#(601)576-7884
Rachiel.pittman@msdh.state.ms.us

MS. Betty Garrett
Division of Economic Assistance
Department of Human Service
750 North State Street
Jackson, MS 39202
TEL# (601)359-4327
Betty.garrett@mdhs.ms.gov

Edie Hayles, Executive Director
Council on Development Disabilities
TEL#(601)359-6238
Edie.hayles@dmh.state.ms.us

Stan Harris
Division of Medicaid
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239 Lamar Street
Jackson, MS 39201

Ms. Shirley Rainey
Division Aging and Adult Services
Department of Human Services
750 North State Street
Jackson, MS 39202
TEL#(601)359-4949
srainey@mdhs.state.ms.us

Dr. Scott Crawford
525 Choctaw Road
Jackson, MS 39206-5323

Ms. Gloria Watkins
Department of Human Services
750 North State Street
Jackson, MS 39202
TEL# (601) 359-4770
GIoria.watkins@ mdhs.ms.gov

# DRAFT

## MEMORANDUM OF AGREEMENT

Whereas, this the parties to this Agreement endorse and support the Mississippi Department of Transportation's policy to coordinate transportation and related programs at the State level wherever possible and to promote maximum feasible coordination at the local level by; a)encouraging State agencies and local governments to take a more active role in the management and coordination of programs supporting specialized and human service transportation; and b) promoting the most cost effective use of federal, state and local resource for general public, specialized and human service transportation.

Whereas, the Mississippi Department of Transportation desires to maintain the Interagency Transportation Committee (ITC) as an advisory body composed of representatives from various state agencies that have an interest in the provision of or the purchasing of rural general public and/or specialized transit services.

Now, Therefore It Is Agreed That: It is the policy of Mississippi's Departments of Transportation, Human Services, Rehabilitation Services; Office of the Governor, Division of Medicaid; and State Department of Health that rural public as well as specialized transportation services funded under the various Federal assistance program be coordinated within service areas to the maximum extent feasible; and

In accordance with the MDOT State Management Plan for Federal Transit Administration Programs, the responsibilities for and functions of the Interagency Transportation Committee shall be to:

(a) Promote interagency cooperation to establish a formal mechanism for collaborative transportation planning. This planning is intended to increase the availability and accessibility of cost effective, reliable, affordable and safe local and regional transportation services.
(b) Recommend transportation alternatives and options that promote the coordination of resources.
(c) Routinely review applications submitted to MDOT for federal and/or state assistance, such applications may include Section 5311, Section 5310, Job Access and Reverse Commute as well as New Freedom Initiative.
(d) As requested, make recommendations, through the Office of Intermodal Planning to the MDOT Executive Director concerning Public Transportation projects to be implemented or funded.
(e) Assist in coordinating planning activities, including initiatives, studies and formal plans of the agencies identified herein.

MEMORANDUM DURATION: This Memorandum of Agreement will remain in effect for a one year period from the date of the latest signature and will be renewed automatically each year unless any party to the Memorandum of Agreement notifies and other in writing 60 days before it wishes to dissolve the memorandum.

# APPENDIX B

Request for Program Approval

CAD-683 (FT
Rev. 8-98 .ssissippi Department of Transportation

REQUEST FOR PROGRAM APPROVAL

DETAIL 1DE: 76-0016-34-111-10

PROJECT NO 501676

Project Termini and Identification

FTA Grant MS16-0034: Section 5310 Elderly & Disabled Public Transit-State Administration (2006-2007)

| County | Code |
|---|---|
| Statewide | 99 |

ACCOUNT NO:

ROUTE NUMBER

FED. AID.: STATE: u.s.

| TYPE OF WORK | | TOTAL ESTIMATED COST | | OTHER FUNDS (FTA) | STATE CONST. FUNDS | FEDERAL FUNDS | GRANT | CHARACTER OF PROPOSED WORK |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| -10 ADMIN. | | $0.00 | | $0.00 | $0.00 | | 16-0034 | |
| -20 CAPITAL | | $155,725.00 | | $124,580.00 | $31,145.00 | | | |
| -30 OPEA. | | $0.00 | | $0.00 | $0.00 | | | |
| PROJECT TOTALS | | $155,725.00 | | $124,580.00 | $31,145.00 | | 16-0034 | |

SUBMITIED BY: DATE:

(Signed)

TITLE: Administrator, Public Transit Division

APPROVED BY: DATE:

(Signed)

TITLE: Director, Office of Intermodal Planning

Funds Approved Date Disapproved Date

REMARKS:

Section 5310 state administrative funds will be used to support planning, program administration and grants management activities related to Elderly and Disabled Public Transit. These funds require a 20% state match.

**APPENDIXC**

Request for Reimbursement
Contractor's Estimate Recap Sheet

## SECTION 5311 REQUEST FOR REIMBURSEMENT

**(Enter your project name here.)** Contract No.: **(Enter your contract number h**

Period: **October 2010**

| | Progr. Amt. | Curr.Amt. | ExQ. to Date | Balance |
|---|---|---|---|---|
| ADMINISTRATIVE: | | | | |
| Project Director | 0.00 | 0.00 | 0.00 | 0.00 |
| Secretary | 0.00 | 0.00 | 0.00 | 0.00 |
| Bookkeeper | 0.00 | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 | 0.00 |
| Travel/Memberships/Training | 0.00 | 0.00 | 0.00 | 0.00 |
| Audit | 0.00 | 0.00 | 0.00 | 0.00 |
| Office Supplies/Software/Office Eq | 0.00 | 0.00 | 0.00 | 0.00 |
| Telephone | 0.00 | 0.00 | 0.00 | 0.00 |
| Printing & Advertising | 0.00 | 0.00 | 0.00 | 0.00 |
| Property Insurance/Bond(s) | 0.00 | 0.00 | 0.00 | 0.00 |
| Rent/Utilities | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Indirect | 0.00 | 0.00 | 0.00 | 0.00 |
| -Revenue Applied to Non-operatir | 0.00 | 0.00 | 0.00 | 0.00 |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDED 0.00 | x 80% = | 0.00 | --ACTUAL REQUEST | |
| Admin. Fed. Requested to Date: | 0.00 | Admin. Federal Share Budgeter | | 0.00 |
| CAPITAL: | | | | |
| Communications Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| Major Components | 0.00 | 0.00 | 0.00 | 0.00 |
| Office Equipment/Computer Hard'll | 0.00 | 0.00 | 0.00 | 0.00 |
| Facilities | 0.00 | 0.00 | 0.00 | 0.00 |
| Mobility Manager | 0.00 | 0.00 | 0.00 | 0.00 |
| Shelters/Bus Stops | 0.00 | 0.00 | 0.00 | 0.00 |
| Vehicles | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDED 0.00 | x80% = | 0.00 | -- ACTUAL REQUEST | |
| Capital Requested to Date : | 0.00 | Capital Federal Share Budgeter | | 0.00 |
| Non-operating Requested to Date | 0.00 | Non-op. Federal Share Budgete | | 0.00 |
| OPERATION: | | | | |
| Operations Supervisor | 0.00 | 0.00 | 0.00 | 0.00 |
| Drivers, Full-time | 0.00 | 0.00 | 0.00 | 0.00 |
| Drivers, Part-time | 0.00 | 0.00 | 0.00 | 0.00 |
| Mechanic(s) | 0.00 | 0.00 | 0.00 | 0.00 |
| Secretary | 0.00 | 0.00 | 0.00 | 0.00 |
| Dispatcher | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Staff | 0.00 | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 | 0.00 |
| Vehicle Insurance | 0.00 | 0.00 | 0.00 | 0.00 |
| Fuel and Oil | 0.00 | 0.00 | 0.00 | 0.00 |
| Tires | 0.00 | 0.00 | 0.00 | 0.00 |
| Preventive Main!. Parts | 0.00 | 0.00 | 0.00 | 0.00 |
| Preventive Main!. Labor | 0.00 | 0.00 | 0.00 | 0.00 |
| Repairs Parts | 0.00 | 0.00 | 0.00 | 0.00 |
| Repairs Labor | 0.00 | 0.00 | 0.00 | 0.00 |
| License Tags | 0.00 | 0.00 | 0.00 | 0.00 |
| Rent/Utilities | 0.00 | 0.00 | 0.00 | 0.00 |
| Other (Driver Expenses) | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 | 0.00 |
| -Farebox Revenue | 0.00 | 0.00 | 0.00 | 0.00 |
| -Other Revenue | 0.00 | 0.00 | 0.00 | 0.00 |
| Subtotals | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDED 0.00 | x 50%= | 0.00 | --OPERATING DEFICIT | |
| Less Excess Local Revenue | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | --ACTUAL REQUEST | |
| Operating Fed. Requested to Dat' | 0.00 | Oper. Federal Share Budgeted: | | 0.00 |
| **TOTAL SECTION 5311 FUNDS REQUESTED:** | | **0.00** | Print Date: | 10/21/10 |

Signed _____ Date _____ PTO-A TOS-3

CG CAD- 001
REV 7-98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CONTRACTORS ESTIMATE- RECAP SHEET

P. O. No. 3941 _____

Vendor Number V0000324790
Project No. 76-0018-30-XXX-10 County Hinds Sheet No. of _____
In Account With Hinds County Human Resource Agency, P. O. Box 22657, Jackson, MS 39225-2657
Contract Number 502xxx Surety
EstNo. 13 (Progress) Period Sep. 1 2012 Thru Sep. 30 2012 Budget Code 61-01

| | Line Item | OCA | User Code I | Object | Project Number/ Detail Code | User Code 2 | Current Period | Previous Estimate | Total Allowed to Date |
|---|---|---|---|---|---|---|---|---|---|
| Administrative Cost | 001 | 081040 | 265 | 4790 | 502xxx 001000 | 1 | 0.00 | 0.00 | 0.00 |
| Capital Cost | 002 | 081040 | 260 | 4790 | 502xxx 002000 | 1 | 0.00 | 0.00 | 0.00 |
| Operations Cost | 003 | 081040 | 264 | 4790 | 502xxx 003000 | 1 | 0.00 | 0.00 | 0.00 |
| Total | 004 | | | | | | 0.00 | 0.00 | 0.00 |
| Retainage (5%) | 005 | 081040 | 265 | 3530 | 502xxx 001000 | 1 | 0.00 | | 0.00 |
| Total All Work Due | | | | | | | 0.00 | 0.00 | |
| | W06 | | | | | | | 0.00 | 0.00 |
| | 007 | | | | | | | | |
| | 008 | | | | | | | | |
| | 009 | | | | | | | | |
| | 010 | | | | | | | | |
| | 011 | | | | | | | | |
| | 012 | | | | | | | | |
| | 013 | | | | | | | | |
| Total Net Work Due | | | | | | | 0.00 | 0.00 | 0.00 |

Original Signed _____
Project Manager

Verified: _____
Operations Mgmt. Analyst

Approved: _____

Public Transit DivisiOn

Completion Date _____
Units to be Allowed:
Units Used
Contract % Complete
Contract% of Elapsed Time
Progress Schedule % Complete

# APPENDIX D

Automated Transportation Data System User's Guide

# Automated Transportation Data System- Version 12W (ATDS-Win)
# October 1, 2010 to September 30, 2011
# On-Line User's Guide

## Getting Around

Navigation in ATDS for Windows is simple. To go to any sheet in a file, click the tab at the bottom of the screen that has the abbreviation for that sheet. To go to another file, click on the "Window" option on the menu at the top of the screen, and choose the file you want from the list at the bottom of the drop-down box. To move around within a sheet, use the slide bar arrows on the right side of the window and in the lower right corner. You may also use the arrow keys on your keyboard.

## Source Reports

**Project Information Tab- DO THIS FIRST!**
To initialize all reports in this system, click on the **Projinfo** tab, and enter the information for your project. You may either overtype or use the <F2> key to edit the existing contents.

**CEIR Tab**
**Please Note: This report must be sent to the Public Transit Division with your first Reimbursement Request, and any time during the year that you make changes to your fleet.** Click on the **CEIR** tab to enter information on your capital equipment, including vehicles and computer hardware. Begin by entering your name in the "Prepared by" field. When entering information in the following columns, **remember to tap the space bar** before entering the number: "V.I.N or Serial Number", "Purchase Date", "Refurb. Date", and "E.O.L Disp. Date". Use the keyboard arrows or the mouse to move from one column or row to another, and use the slide bar arrows to scroll the report on the screen. When you have completed the report, place a piece of legal-length paper in the manual feed tray of your printer. Click on the **Save** button, then the **Print** button to print a copy of this report.

**Budget Tab**
Click on the **Budget** tab, and enter amounts in the Unit and Unit Cost columns, as well as Indirect, if applicable. Use the slide bar arrows to scroll the report on the screen. Be sure to supply funding source information where necessary, and program **only whole dollar amounts.** Note that in Excel, percentages are entered as percentages, not as decimals; e.g., "100%" is entered as"100".
When you have entered all the budget figures, go to the Reimbursement Request form for October and check the "Programmed Amounts" column. All figures should be in whole dollar amounts. If some line items show cents, return to the Budget and enter the amounts as follows. In the "Unit Cost" column, enter the "Extension" amount divided by the "Unit" amount. For instance, if the item has "12" under "Units", and the desired "Extension" amount is "3,500", you should enter: =3500/12 in the "Unit Cost" column. This will produce an even dollar amount in the Reimbursement Request. Remember to enter the source for matching funds where applicable. When finished, click the **Save** button, then click the **Print** button to print the report.

**Narrative Tab**

Click on the **Narr** tab to enter detailed information on the Budget line items. The total of individual cost elements must match the Total Amount for that line item or the program will generate an error message. When finished, click the **Save** button, then click the **Print** button to print the report.

## Year-End Reports

These reports are to be prepared after all reimbursements for the operating year have been requested and received, and all payables and receivables for services have been processed. After this report has been completed and submitted to the Public Transit Division, **no other reimbursement** (other than retainage and approved additional allowable costs) can be requested from this agency. **In addition, please note that the information you enter into these reports must be taken from your accounting records, not from monthly reports in the ATDS system.**

**Year End 1 Tab**

Click on the **YrEnd 1** tab to enter information on Schedule A, the Statement of Budgeted and Incurred Costs. **Please be certain** that the amounts in the "Budget" column reflect the most recent approved budget for this operating year, and remember that the amounts in the "Cost Incurred" column must come from your accounting system. Also, remember to enter revenue items as ***negative*** figures. When you have finished, click the **Save** button, then the **Print** button and complete the signature information at the bottom of the page.

**Year End 2 Tab**

Click on the **YrEnd 2** tab to enter revenue and expenditure information. In the "REVENUES" section, the figure for "Section 5311 Grant" should be the entire amouint requested for the year, insluding retainage. The figures for "Local Matching Funds" should include the total amounts received from each funding source, **less** any amounts used as offsetting revenues on the Statement of Budgeted and Incurred Costs. In the EXPENDITURES section, the figures should reflect the proportional share of all requested expenditures. Please note that the figure entered for "Section 5311 funds applied to acquisition of vehicles and not included in cash receipts" **must match** the amount previously agreed upon with the Public Transit Division. When you have finished, click the **Save** button, then the **Print** button, and complete the signature information at the bottom of the page.

**Year End 3 Tab**

Click on the **YrEnd 3** tab to enter information pertaining to the Amount Due to the Grantee. Please note that there are only two amounts that can be entered on this report. When you have finished, click the **Save** button, then the **Print** button.

# Automated Transportation Data System- Version 12W (ATDS-Win)
# October 1, 2010 to September 30, 2011
# On-Line User's Guide

## National Transit Database (NTD)

The NTD was established by Congress to be the Nations primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Rural Transit Formula (5311) program are required by statue to submit data to the NTD internet based reporting system each year.

## NTD Reporting Form Instructions

A completed NTD report form is due along with the submission of the Year-End Financial Report. Areas in the report that indicates ENTER must be typed is the spaces indicated as applicable. The red triangle at the corner of most of the cell will provide input information if the cursor is placed on the mark.

### OPERATION EXPENDITURES AND REVENUE

Line 1- Total operating expenditures for the program year- Operating expenditures for all FTA contracted program (5311, JARC, New Freedom, etc. ARRA expenditures should not be repmied)- Amount will equal line 19.
Line 8-Not applicable (MS does not receive 5310 operating assistance)
Lnes 1-19 Input of federal and non-federal sources of revenue to support Operating Expenditures.

### CAPITAL EXPENDITURES AND REVENUE

Line 21 -Total capital expenditures (vehicles, engine, transmissions, mobility manager, computer) cost. Amount will equal line 36.

Line 22-34 Input of federal and non-federal sources of revenue to support capital expenditures.

Line 39- Input of other non-federal sources ofreveue to support capital expenditures.

Automated Transportation Data System- Version 12W (ATDS-Win)

## Project Information

Complete this form first!

*(Click on blue text and overtype.)*

| | |
|---|---|
| Project Name: | (Enter your project name here.) |
| Contract# | (Enter your contract number here.) |
| Starting Year: | 2010 |
| Ending Year: | 2011 |
| Project Period: | October 1, 2010 to September 30, 2011 |
| Budget Date: | October 1, 2010 |

## Contact Information

| | |
|---|---|
| Mailing Address | (Enter Information Here) |
| P.O. Box | (Enter Information Here) |
| City | (Enter Information Here) |
| State | (Enter Information Here) |
| Zip Code | (Enter Information Here) |
| County | (Enter Information Here) |

PTO-ATOS-1

## Section 5311 -Capital Equipment Inventory Report

Project Name: **(Enter your project name here.)**

Project Period: October 1, 2010 to September 30, 2011

Prepared by: Report Preparation Date: 07/14/11 Total Approved Vehicles: 0 Total Capacity: 0

| Vehicle Number | MOOT Number | V.LN. or Serial Number | Year | Chassis (or Description) | Seating Capacity | Vehicle Length (in feet) | Lift (YIN) | Fuel Type' | Purchase Date | Purchase Price | New/ Used | Grant No. | Starting Odometer | Major Refurb. Cost | Refurb. Date | E.OL. Disp. Date | Service Area & Status |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| | | | | | 0 | | | 1 | | 0 | | | 0 | 0.00 | | | |
| TOTALS: | | | | | 0 | | | | | 0 | | | | 0 | | | |

'FUEL TYPES: 1 = UNLEADED; 2 = DIESEL; 3 = PROPANE

A\ B | C T D | E -I F

PTD-ATDS-2



Print Date: 07/14/11

Contract#
Grant#
Supp Agreement#
Budget Revision#
Budget Amend#

**SECTION 5311**
**RURAL GENERAL PUBLIC TRANSPORTATION PROGRAM**

Date Approved: October 1, 2010

**Project Budget**

**(Enter your project name here.)**

October 1, 2010 to September 30, 2011

| Line | Item | Unit | Unit Cost | Extension | Totals |
|---|---|---|---|---|---|
| | Non-01;1erating Ex1;1enses | | | | |
| | Equipment | | | | |
| | **Capital Expenses** | | | | |
| 1. | Communications Equipment | 0 | 0 | 0 | |
| 2. | Major Components | 0 | 0 | 0 | |
| 3. | Office Equipment/Computer Hardware | 0 | 0 | 0 | |
| 4. | Facilities | 0 | 0 | 0 | |
| 5. | Mobility Manager | 0 | 0 | 0 | |
| 6. | Shelters/Bus Stops | 0 | 0 | 0 | |
| 7. | Vehicles | 0 | 0 | 0 | |
| 8. | Other | 0 | 0 | 0 | |
| 9. | TOTAL CAPITAL EXPENSE | | | | 0 |
| | **Administrative Expenses** | | | | |
| 10. | Project Director | 0.0% | 0 | 0 | |
| 11. | Secretary | 0.0% | 0 | 0 | |
| 12. | Bookkeeper | 0.0% | 0 | 0 | |
| 13. | Fringes | 0.00% | | 0 | |
| 14. | Travel/Memberships/Training | 0 | 0 | 0 | |
| 15. | Audit | 0 | 0 | 0 | |
| 16. | Office Supplies/Software/Office Equipment | 0 | 0 | 0 | |
| 17. | Telephone | 0 | 0 | 0 | |
| 18. | Printing & Advertising | 0 | 0 | 0 | |
| 19. | Property Insurance/Bond(s) | 0 | 0 | 0 | |
| 20. | Rent/Utilities | 0 | 0 | 0 | |
| 21. | Other | 0 | 0 | 0 | |
| 22. | SUBTOTAL | | | | 0 |
| 23. | Indirect - Percent: | 0.00% | | | 0 |
| 24. | TOTAL ADMINISTRATIVE EXPENSE (Sum of Lines 22 and 23) | | | | 0 |
| 25. | TOTAL NON-OPERATING EXPENSE (Sum of Lines 9 and 24) | | | | 0 |
| 26. | Revenues Applied to Non-Operating Expenses | | | | 0 |
| | Source: | | | | |
| 57 | Admin. Cost as a Percentage of Total Adjusted Budget | | | 0.00% | |

| | Line | Item | Amount | Totals |
|---|---|---|---|---|
| 58 | | | | |
| 60 | | | | |
| 64 | 27. | Total Non-Operating Expense Deficit (Line 25 minus Line 26) | | 0 |
| | 28. | Section 5311 Non-Operating Funds Requested (80% of Line 27) | | 0 |
| 66 | 29. | Local Cash Share (May not be less than 20% of Line 27) | 0 | |
| 67 | | Source: | | |
| | 30. | TOTAL REVENUE | | 0 |
| 69 | 31. | Line 27 minus Line 30 (Must Equal "0" or "1") | | 0 |

| 71 | **Operating Expenses** | Unit | Unit Cost | Extension | Totals |
|---|---|---|---|---|---|
| | 32. Operations Supervisor | 0.0% | 0 | 0 | |
| 73 | 33. Drivers, Full-time | 0 | 0 | 0 | |
| 74 | 34. Drivers, Part-time | 0 | 0 | 0 | |
| | 35. Mechanic(s) | 0 | 0 | 0 | |
| 76 | 36. Secretary | 0.0% | 0 | 0 | |
| | 37. Dispatcher | 0 | 0 | 0 | |
| | 38. Other Staff | 0 | 0 | 0 | |
| 79 | 39. Other Staff | 0 | 0 | 0 | |
| 80 | 40. Fringes | 0.00% | | 0 | |
| 81 | 41. Vehicle Insurance | 0 | 0 | 0 | |
| | 42. Fuel and Oil | 0 | 0 | 0 | |
| 83 | 43. Tires | 0 | 0 | 0 | |
| | 44. Preventive Maint. Parts | 0 | 0 | 0 | |
| | 45. Preventive Maint. Labor | 0 | 0 | 0 | |
| 86 | 46. Repairs Parts | 0 | 0 | 0 | |
| | 47. Repairs Labor | 0 | 0 | 0 | |
| 88 | 48. License Tags | 0 | 0 | 0 | |
| 89 | 49. RenUUtilities | 0 | 0 | 0 | |
| | 50. Other (Driver Expenses) | 0 | 0 | 0 | |
| 91 | 51. Other | 0 | 0 | 0 | |
| 92 | 52. TOTAL OPERATING EXPENSE | | | | 0 |

| 94 | Operating Revenues | Amount |
|---|---|---|
| | 53. Fares (Projected) | 0 |
| 97 | 54. Other (Source) | 0 |
| 100 | | |

| | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| 101 | | | | | | |
| 102 | Line | Item | | | Amount | Totals |
| 104 | 55. | TOTAL OPERATING REVENUE | | | | 0 |
| | 56. | TOTAL OPERATING DEFICIT (line 49 minus Line 54) | | | | 0 |
| 118b | | Other Revenue Used to Offset Deficit | | | | |
| 109 | 57. | Charter Profit | | | 0 | |
| 110 | 58. | Contracts (Service Sold to Other Agencies) | | | 0 | |
| | 59. | Advertising | | | 0 | |
| 112 | 60. | Local Source: | | | 0 | |
| 113 | 61. | SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 56) | | | | 0 |
| 114 | 62. | Line 61 minus 50% of Line 56= Excess Local | | | | 0 |
| 115 | 63. | Section 5311 Operating Funds Requested | | | | |
| 116 | | (50% of Line 56 minus Line 62) | | | | 0 |
| 11n | 64. | Line 56 minus Line 61 minus Line 63 (Must= 0) | | | | 0 |
| 111 | | BUDGET RECAP | | | | |
| 121 | | Non-Operating Expense, Line 25 | | | 0 | |
| 1122 | | Operating Expense, Line 52 | | | 0 | |
| 11f | | TOTAL EXPENSE | | | 0 | |
| 125 | | FUNDING SOURCES | | | | |
| 127 | | Section 5311 (80%), Line 28 | | | 0 | |
| 1128 | | Section 5311 (50%), Line 63 | | | 0 | |
| 1129 | | SUBTOTAL Section 5311 | | | | 0 |
| 130 | | | | | | |
| 131 | | Other Revenue, Line 26 and 55 | | | 0 | |
| 1132 | | Local Cash, Line 29 and 61 | | | 0 | |
| 115 | | SUBTOTAL | | | | 0 |
| 1135 | TOTAL FUNDS | | | | | 0 |
| 136 | | | | | | |
| 137 | | | | | | |

# BUDGET NARRATIVE

(Enter your project name here.) October 1, 2010 to September 30, 2011

## Ca ital Ex enses

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 1. | Communications Equipment | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 2. | Major Components (List separately engines, transmissions, A/C, etc.) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 3. | Office Equipment/Computer Hardware | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 4. | Facilities | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 5. | Mobility Manager | | | |
| 0 | | 0 | 0 | |
| 6. | Shelters/Bus Stops | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| | | | 0 | |
| 7. | Vehicles | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| 8. | Other | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |

# BUDGET NARRATIVE

## Administrative Expenses

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 19. | Property Insurance/Bonds | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 20. | Other (Rent/Utilities) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 21. | Other | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 23. | Indirect | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 26. | Revenues Applied to Non-Operating Expenses | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 29. | Local Cash Share | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |

# BUDGET NARRATIVE

## Operating Expenses

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 32 | Operations Supervisor | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 33 | Drivers, Full-time | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 34 | Drivers - Part-time | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 35. | Mechanic(s) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 36 | Secretary | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 37 | Dispatcher | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | Q | |
| 38. | Other Staff | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 39. | Other Staff | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 40. | Fringes | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |

# BUDGET NARRATIVE

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 41. | Vehicle Insurance | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 42. | Fuel & Oil | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 43 | Tires | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 44. | Preventive Maintenance Parts | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 45. | Preventive Maintenance Labor | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 46 | Repairs Parts | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| 47. | Repairs Labor | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 48. | License Tags | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |

# BUDGET NARRATIVE

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 49. | RenUUtilities | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 50. | Other (Driver Expenses) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 51. | Other | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 53. | Fares (Projected) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 54. | Other Revenue | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 57. | Charter Profit | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 58. | Contracts (Sources and Amounts) | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |

# BUDGET NARRATIVE

| Qty. | Description | Unit Cost | Total | Budg. Amt. |
|---|---|---|---|---|
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 59. Advertising | | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |
| 60. Local Source | | | | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | 0 | |
| 0 | | 0 | Q | |
| | | | 0 | |

SCHEDULE A

**Statement of Budgeted and Incurred Costs**

**Section 5311 Rural General Public Transportation Program**

Name: **(Enter your project name here.)** Project Number: **(Enter your contra ct number here.)**

Period: October 1, 2010 to September 30, 2011

| Cost Category | Budget | Cost Incurred | Cost (Over)/ Under Budget |
|---|---|---|---|
| Administration | | | |
| Project Director | $0.00 | $0.00 | $0.00 |
| Secretary | 0.00 | 0.00 | 0.00 |
| Bookkeeper | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 |
| Travei/Memb.fTraining | 0.00 | 0.00 | 0.00 |
| Audit | 0.00 | 0.00 | 0.00 |
| Office Suppi/Softw./Off. Eqmt. | 0.00 | 0.00 | 0.00 |
| Telephone | 0.00 | 0.00 | 0.00 |
| Printing & Advertising | 0.00 | 0.00 | 0.00 |
| Property Insurance/Bond(s) | 0.00 | 0.00 | 0.00 |
| Other (Rent/Utilities) | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| Indirect | 0.00 | 0.00 | 0.00 |
| -Less Rev. Appl. to Non-Op. | 0.00 | 0.00 | 0.00 |
| Total Administration | 0.00 | 0.00 | 0.00 |
| Capital | | | |
| Communications Eqmt. | 0.00 | 0.00 | 0.00 |
| Major Components | 0.00 | 0.00 | 0.00 |
| Office Eqmt./Computer Hdw. | 0.00 | 0.00 | 0.00 |
| Facilities | 0.00 | 0.00 | 0.00 |
| Mobility Manager | 0.00 | 0.00 | 0.00 |
| Shelters/Bus Stops | 0.00 | 0.00 | 0.00 |
| Vehicles | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| Total Capital | 0.00 | 0.00 | 0.00 |
| Operations | | | |
| Operations Supervisor | 0.00 | 0.00 | 0.00 |
| Drivers, Full-time | 0.00 | 0.00 | 0.00 |
| Drivers, Part-time | 0.00 | 0.00 | 0.00 |
| Mechanic(s) | 0.00 | 0.00 | 0.00 |
| Secretary | 0.00 | 0.00 | 0.00 |
| Dispatcher | 0.00 | 0.00 | 0.00 |
| Other staff | 0.00 | 0.00 | 0.00 |
| Other staff | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 |
| Vehicle Insurance | 0.00 | 0.00 | 0.00 |
| Fuel and Oil | 0.00 | 0.00 | 0.00 |
| Tires | 0.00 | 0.00 | 0.00 |
| Prev. Maintenance Parts | 0.00 | 0.00 | 0.00 |
| Prev. Maintenance Labor | 0.00 | 0.00 | 0.00 |
| Repairs Parts | 0.00 | 0.00 | 0.00 |
| Repairs Labor | 0.00 | 0.00 | 0.00 |
| License Tags | 0.00 | 0.00 | 0.00 |
| Rent/Utilities | 0.00 | 0.00 | 0.00 |
| Other (Driver Expenses) | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| -Less Farebox Revenue | 0.00 | 0.00 | 0.00 |
| -Less Other Revenue | 0.00 | 0.00 | 0.00 |
| Total Operations | 0.00 | 0.00 | 0.00 |
| TOTALS | $0.00 | $0.00 | $0.00 |

PTD-ATDS-6

## Statement of Revenues and Expenditures
## Section 5311 Rural General Public Transportation Program

Name: **(Enter your project name here.)**
Project Number: (Enter your contract number here.)
For the Period: October 1, 2010 to September 30, 2011

| REVENUES | Section 5311 Grant | Local Matching Funds | Total |
|---|---|---|---|
| Section 5311 Grant | $0.00 | | $0.00 |
| Local Matching Funds: | | | |
| Cash contributions from County | | 0.00 | 0.00 |
| Cash contributions from Cities | | 0.00 | 0.00 |
| Contract services | | 0.00 | 0.00 |
| Charter services | | 0.00 | 0.00 |
| Advertising | | 0.00 | 0.00 |
| Grantee cash contribution | | 0.00 | 0.00 |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 |
| EXPENDITURES | | | |
| Administration | 0.00 | 0.00 | 0.00 |
| Capital Purchases | 0.00 | 0.00 | 0.00 |
| Operations | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 |
| EXCESS OF REVENUES OVER EXPENDITURES | $0.00 | 0.00 | $0 |
| Section 5311 funds applied to acquisition of vehicles and not included in cash receipts | | 0.00 | |
| TOTAL EXCESS REVENUE | | $0.00 | |

I, the undersigned, do hereby certify that the above Statement of Revenues and Expenditures for the year ended Sep. 30, 2011, reflects a true and accurate accounting of the records of
(Enter your project name here.)

Signed----------

Typed/Printed Name----------

Title----------

SCHEDULE B

## Computation of Section 5311 Funds Allowable for Grant Participation and Amount Due Grantee
## Section 5311 Rural General Public Transportation Program

Name: **(Enter your project name here.)**
Project Number: (Enter your contract number here.)
Period: October 1, 2010 to September 30, 2011

| Expenditure Category | Expenditures | Sec. 5311 Percentage | Sec. 5311 Amount | Amount Per Grant |
|---|---|---|---|---|
| Administration | 0.00 | 80% | 0.00 | 0.00 |
| Capital Purchases | 0.00 | 80% | 0.00 | 0.00 |
| Operations | 0.00 | 50% | 0.00 | 0.00 |
| | 0.00 | | 0.00 | 0.00 |
| Less Excess Local | | | 0.00 | |
| | | | 0.00 | |
| Total Allowable Expenditures from Section 5311 Grant funds | | | | 0.00 |
| Less: Section 5311 Funds Received- | | | | |
| Cash reimbursements received for expenditures through September 30 | | | | 0.00 |
| Cash reimbursements received after September 30 | | | | 0.00 |
| TOTAL SECTION 5311 FUNDS DUE TO GRANTEE | | | | $0.00 |

NTD - RURAL GENERAL PUBLIC TRANSIT SERVICES (RU-20)

Subrecipient Basic Information

| | |
|---|---|
| Subrecipient Legal Name | (Enter your project name here.) |
| Contract No. | (Enter your contract number here.) |
| Mailing Address | (Enter Information Here) |
| P.O. Box | (Enter Information Here) |
| City | (Enter Information Here) |
| State | (Enter Information Here) |
| Zip Code | (Enter Information Here) |
| County | (Enter Information Here) |
| Agency Type | Public Gov. Private _____ |
| Reporting Period End | October 1, 2010 to September 30, 2011 |

FINANCIAL INFORMATION

| | |
|---|---|
| 1.Total Annual Operating Expenses | $0.00 |
| 2. Sources of Operating Revenue Expended | |
| 3. Fare Revenues (ENTER) | $ - |
| 4. Contract Revenues (ENTER) | $ - |
| 5. Local Operating Assistance (ENTER) | $ - |
| 6. State Operating Assistance (ENTER Multimodal Opr. Match Funds) | $ - |
| Federal Operating Assistance | |
| 7. FTA Capital Program Funds (5309) (ENTER) | $ |
| 8. FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program Funds (5310) (ENTER) | $ |
| 9. FTA Other Than Urbanized Area Formula Funds (5311) (ENTER) | $ |
| 10. FTA Tribal Transit Funds (5311) (ENTER) | $ |
| 11. ARRA Other Than Urbanized Area Formula Funds (5311) (ENTER) | $ |
| 12. ARRA Tribal Funds (5311) (ENTER) | $ |
| 13. FTA Job Access and Reverse Commute Formula Program Funds (5316) (ENTER) | $ |
| 14. New Freedom Program Funds (5317)(ENTER) | $ |
| 15. FTA Alternative Transportation in Parks and Public Lands Program Funds (5320) (ENTER) | $ |
| 16. Other FTA Funds (ENTER) | $ |
| 17. Total Federal Operating Assistance | $ |
| 18. Other Funds (ENTER) | $ |
| 19. Total Annual Operating Revenues Expended | $0.00 |
| 20. Annual Capital Costs | $0.00 |
| Sources of Capital Funds Expended | |
| 21. Local Capital Assistance (ENTER Local Cash Match) | $ |
| 22. State Capital Assistance (ENTER Multimodal Cap. Match Funds) | $ |
| 23. Federal Capital Assistance (Funds from federal sources other than FTA) | $ |
| 24. FTA Capital Program Funds (5309) (ENTER) | $ |
| 25. FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program Funds (5310) (ENTER) | $ |
| 26. FTA Other Than Urbanized Area Formula Funds (5311) (ENTER) | $ |
| 27. FTA Tribal Transit Funds (5311) (ENTER) | $ |
| 28. ARRA Other Than Urbanized Area Formula Funds (5311) (ENTER) | $ |
| 29. ARRA Tribal Funds (5311) (ENTER) | $ |
| 30. FTA Job Access and Reverse Commute Formula Program Funds (5316) (ENTER) | $ |
| 31. FTA Alternative Transportation in Parks and Public Lands Program Funds (5320) (ENTER) | $ |
| 32. Other FTA Funds (ENTER) | $ |
| 33. Other Federal Funds (ENTER - Transit Match) | $ |

| NTD - RURAL GENERAL PUBLIC TRANSIT SERVICES (RU-20) - Page 2 | |
|---|---|
| 34. Total Federal Capital Assistance | $0.00 |
| 35. Other funds (ENTER) | $ - |
| 36. Total Capital Funds Expended | $0.00 |
| 37. Other Resources | |
| 38. Number of Volunteer Drivers (ENTER) | |
| 39. Number of Personal Vehicles In Service (ENTER) | |
| 40. Total Annual Taxicab Unlinked Trips (ENTER) | |
| 41. Safety Data | |
| 42. Reportable Accidents | 0 |
| 43. Fatalities | 0 |
| 44. Injuries | 0 |

PTD-5310-1

## Section 5310/5311 --Non-Expendable Property Equipment Report



Project Name: **(Enter your project name here.)**

Project Period: October 1, 2010 to September 30, 2011

Prepared by: 0 Report Preparation Date: 07/14/11

| Vehicle Number | MOOT Number | V.I.N. or Serial Number | Year | Equipment Description | Capacity | Acquisition Date | Total Cost | Federal Percentage | Grant No. | Location | Use and Condition | Disp. Action | Vested Title |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| | | | | | 0 | | 0 | | | | | | |

PTD-5310-1



## Section 5310/5311 --Non-Expendable Property Equipment Report

Project Name: **(Enter your project name here.)**

Project Period: october 1, 2010 to September 30, 2011

Prepared by: 0 Report Preparation Date: 07/14/11

| Vehicle Number | MOOT Number | V.I.N. or Serial Number | Year | Equipment Description | Capacity | Acquisition Date | Total Cost | Federal Percentage | Grant No. | Location | Use and Condition | Disp. Action | Vested Title |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | *01100100* | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | *01100100* | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | *01100100* | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 01/00/00 | 0 | | 0 | | | | |
| | | | | | 0 | | 0 | | | | | | |

## PERFORMANCE MEASURES

Performance measures are frequently used to quantify and review the efficiency and effectiveness of a transit project's activities. Performance indicators can provide insight on current operations, as well as on the operator's performance over a period of time. Through the review of performance indicators, a reviewer also can gain a better understanding of the performance and interrelationship of the major functions of a transit project. The following are the basic measures MDOT has developed to assess transit performance.

**MEASURES**

A. Efficiency Measures- Measures which tell how well a rural transit system utilizes labor and capital resources.

B. Effectiveness Measures – Measures which tell how well a rural transit system is meeting its goals and objectives.

C. Performance – is a general term used for evaluating the activities of a system; it includes measures such as productivity, efficiency, effectiveness, impact and quality.

**Productivity**

**Efficiency**

1. Operating cost per Passenger Trip (one-way)- monthly operating expense divided by the number of one-way passenger trips.

2. Operating Cost per Vehicle Mile- monthly operating expense divided by the total distance traveled by all system vehicles.

3. Operating Cost per Vehicle Hour- monthly operating expense divided by the sum (for all system vehicles) of the number of hours each vehicle is operated.

**Productivity**

**Efficiency**

**Quality**

4. Operating Ratio- monthly operating expense divided by fares and contract revenue combined.

5. Fuel Economy Range – the range between the minimum number of miles per gallon and the maximum number of miles per gallon.

6. Fuel Economy Average-The average number of miles per gallon realized by the system.

**Productivity**

**Vehicle Utilization**

**Effectiveness, Impact**

7. Passenger per Vehicle Mile-The number of passenger trips divided by the number of vehicle miles provided by all system vehicles.

8. Passenger per Vehicle Hour-The number of passenger trips divided by the sum of the hours each vehicle is operated.

9. Passenger Characteristics-The number of individuals in each group type utilizing the system: General Public, Elderly and Disabled.

10. Trip Characteristics/Trip types-The number of passengers in each trip type utilizing the service: Medical; Social Services; Mental Health; Education/ Training; Shopping Personal; Employment; Nutrition, and others.

11. Revenue Sources-The total revenue generated by the system: Fare box, Contract.

**Efficiency**

**Effectiveness**

**Impact**

12. Recovery Cost – total monthly fares and contract revenue divided by total operating cost for the month. Indicate the percentage of costs which are recovered.

# RTAP Trip Report

1. Employee Name: _____
2. Organization: (Enter your project name here.)
3. Title of Event: _____
4. Date(s) of Event: _____
5. Narrative Report:

6. Benefits gained from workshop/sessions.

7. List workshops/sessions attended.

8. Recommendations and/or concerns:

8. Employee Signature: _____ Date: _____

PTD-EUL-01

# Request for Declaration of End of Useful Life

Project Name: (Enter your project name here.)

The following information **must be provided for each vehicle** that is requested to be declared "End of Useful Life" before the request can be processed.

1. V.I.N. _____ 2. MDOT#: _____ 3. Year: _____

4. CAPACITY _____ 5. Make _____

6. Odometer Reading: _____

7. Estimated Value: _____

   Based on: O 2 Independent appraisals

   O Straightline depreciation

8. Odometer reading on present drive train if any major components have been replaced: _____

9. Location ofVehicle: _____

10. Current Service Status:

    O In service

    O Out of service Date taken out of service: _____

11. List all Repairs made in the past twelve months:

| Date | Cost of Repairs | Type of Repairs |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

12. List All Repairs that need to be made at present:

| Estimated Cost | Type of Repairs |
|---|---|
| | |
| | |
| | |
| | |

13. List all Major Repairs (i.e. $350 or more) made during the past thirty-six months:

| Date | Cost of Repairs | Type of Repairs |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

14. Current Insurance Cost per Year: _____

15. Anticipated Insurance Refund: _____ Savings: _____

16. Anticipated Other Savings: _____

Signed _____ Date: _ _ _ _ _

Authorized Representative

Title: _____

**ATTACHMENT- Dl**

FTA Contract Matrix

# PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER-MATRICES

## B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except 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 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. | >$10,000 if 49 CFR Part 18 applies. |
| Civil Rights (Title VI, EEO, ADA) | >$10,000 | >$10,000 | >$10,000 | >$10,000 | >$10,000 |
| Disadvantaged Business Enterprises (DBEs) | All | All | All | All | All |
| Incorporation ofFTA Terms | All | All | All | All | All |
| Debarment and Suspension | >$25,000 | >$25,000 | >$25,000 | >$25,000 | >$25,000 |
| Buy America | | | >$100,000 | >$100,000 | >$100,000 |
| Resolution of Disputes, Breaches, or Other Litigation | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Lobbying | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Clean Air | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Clean Water | >$100,000 | >$100,000 | >$100,000 | >$100,000 | >$100,000 |
| Cargo Preference | | | For property transported by ocean vessel. | For property transported by ocean vessel. | For property transported by ocean vessel. |
| Fly America | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. | For foreign air transport or travel. |
| Davis-Bacon Act | | | | >$2,000 (including ferry vessels) | |
| Contract Work Hours and Safety Standards Act | | >$100,000 (except transportation services) | >$100,000 | >$100,000 (including ferry vessels) | |

# PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER-MATRICES

## B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

| | TYPE OF PROCUREMENT | | | | |
|---|---|---|---|---|---|
| PROVISION | Professional Services/A&E | Operations/ Management | Rolling Stock Purchase | Construction | Materials & Supplies |
| Copeland Anti-Kickback Act<br>Section 1<br>Section 2 | | | | All<br>All exceeding $2,000 (including ferry vessels) | |
| Bonding | | | | $100,000 | |
| Seismic Safety | A&E for New Buildings & Additions | | | New Buildings & | |
| 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 | Research & Development | | | | |
| Rights in Data and Copyright Requirements | Research & Development | | | | |
| Energy Conservation | All | All | All | All | All |
| Recycled Products | | Contracts for items designated by EPA, when procuring $10,000 or more per year | | Contracts for items designated by EPA, when procuring $10,000 or more per year | Contracts for items designated by EPA, when procuring $10,000 or more per year |
| 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 |

**ATTACHMENT -E**

Supplemental Agreement

5311 Rural General Public Transportation Program

SUPPLEMENTAL AGREEMENT NUMBER 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CONTRACT AGREEMENT NO. 502370

WHEREAS, the Aaron Henry Community Health Center (hereinafter referred to as CONTRACTOR) entered into a contract with the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (herein after referred to as the DEPARTMENT), for the undertaking of a public transportation project as defined in Section 2 of the Agreement for Federal Aid Project No. 502370; and

WHEREAS, Chapter 53, (49 U.S.C. Section 5311) provides capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goal of the Non-urbanized Public Transportation Program is to enhance access of people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of coordinated passenger transportation systems, and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public services to the residents of Coahoma, Desoto, Panola, Quitman, Tallahatchie, Tate, and Tunica Counties, Mississippi, hereafter referred to as the "PROJECT" as described in the project application for fiJ1ancial assistance; and

WHEREAS, the DEPARTMENT has authorized the CONTRACTOR to incur PROJECT costs beginning October I, 2010; and

WHEREAS, it has been determined by the DEPARTMENT, that it is necessary to revise the contract budget to allow for an increase of ($_____.00) in Section 5311 funds to support operating costs.

NOW THEREFORE IT IS AGREED: Section 4 of the Contract is amended as follows:

a. 2. The maximum amount of funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be dollars($ .00), an increase of ____ _____dollars ($ .00) in federal funds.

This Supplemental Agreement #1 in no way modifies or changes the original Contract Agreement of which it becomes a part, except as specifically stated herein.

**Aaron Henry Community Health Center**

_____ _____
Director/Authorized Representative Date

_____
Typed/Printed Name

_____ _____
Attest Date

_____
Typed/Printed Name

**MISSISSIPPI TRANSPORTATION COMMISSION**

By the duly authorized Executive Director of the Mississippi Department ofTransportation

_____ _____
Melinda L. McGrath, P.E. Date
Interim Executive Director/Chief Engineer

_____ _____
Attest Date

**ATTACHMENT -F**

RTAP Scholarship Form
RTAP Expense Report

# RTAP Scholarship Application

1. Title of Event: _____
   (Attach Brochure/Announcement)

2. Date(s) and Place of Event: _____

3. Participant(s): **(1)** _____
   (2) _____
   (3) _____

4. Agency: _____

5. Phone (Include area code): _____

6. Address: _____

7. Number of vehicles operated: Section 5311 _____ Section 5310 _____

8. Number of staff involved in providing transportation: _____

9. Participant(s) title and job responsibilities:
   (1) _____
   _____
   (2) _____
   _____
   (3) _____
   _____

10. Amount of funds requested:

Travel $ _____ Lodging $ _____ No. of Nights: _____
(piLls tax)

(Total# of miles): _____
**(Your** Agency Mileage Rate): _____

Registration $ _____ Meals $ _____ No. of Days: _____

Other $ _____

(Explain) _____

Amount provided by Agency or applicant to offset total cost: $ _____

Total Amount Requested: $ _____

11. State the professional needs that will be met or benefits that will result from attending this event:

_____

_____

_____

_____

12. Describe your plan(s) for sharing information obtained at this workshop:

_____

_____

_____

_____

Return to: Mississippi Department of Transportation
Public Transit Division
Post Office Box 1850 / Mail Code 61-01
Jackson, Mississippi 39215-1850

---

MDOT Public Transit Division Action:

Reviewed by: (1) _____ Date: _____

(2) _____ Date: _____

Recommendations:

(1) _____

(2) _____

Approved: _____ Disapproved: _____

_____ _____
Administrator Date

Effective Date: 10.08.07

**MISSISSIPPI DEPARTME OF TRANSPORTATION**

## RTAP Expense Report

1. Employee Name: _____ 2. Organization: _____

3. Date(s): _____ 4. Event(s): _____

| 5. Date | 6. Dep/Arr Times | 7. Points of Travel From: | To: | 8. Private Vehicle Miles | Amount | 9. Meals Actual | Allowed | 10. Lodging Amount | 11. Other Amount | Code* | 12. Total Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | | | - | | | | | | - |
| | | | 13. Totals | | - | | - | - | - | | - |

14. Subject to any differences determined by verification, I certify that the above amount claimed by me for travel expenses for the period indicated is true and just in all respects, and that payment for any part thereof has not been received.

Employee Signature

**15. Approved:**

Supervisor Signature

**16. Approved MOOT:**

RTAP Coordinator Signature

Financial Reviewer Signature

17. Remarks

* Purpose Codes: 1. Conference Registration 2. Bellman/Skycap tips 3. Business Phone _CCJ11_ _4. Air Fare Ticket(s) 5. Ground_"Cransp_orte ticJn_

**ATTACHMENT - G**

Complaint Discrimination Procedure

## VI. DISCRIMINATION COMPLAINT PROCEDURES

A. General

The MDOT Public Transit Division will refer and consult with the Director of Civil Rights, Legal and Human Resources Divisions to review complaints alleging discrimination on the basis of race, color, creed, religion, national origin, sex, age, disability or veteran status involving applicants and grantee(s) that provide a plan to provide transit services.

1. As a matter of policy, the MDOT allows any person to file a complaint who believes that, individually, or as a part of a specific class of citizens, they have been subjected to discrimination covered by Title VI. All complaints must be filed with the Executive Director of the Mississippi Department of Transportation, through the Public Transit Division. All complaints must be filed within ninety (90) days of the alleged discrimination. Unless unusual or extenuating circumstances intervene, all complaints must be filed in writing before any action is taken on behalf of the Division. Recognition of such circumstances must be given by the MDOT Executive Director and/or his representative, in writing.

B. Compliant Filing Procedures

1. Complaints may be submitted in writing to the affected transit provider, applicant or contractor prior to the complainant submitting a formal complaint to the Division. Complaints made by or on behalf of the complainant(s) must be signed by the complainant(s).

2. Written complaints concerning FTA funded projects or services submitted to the MDOT may be submitted through the Public Transit Division. Complainants are to be made aware by the MDOT that copies of the written complaint may be filed with the FTA Regional Administrator and/or Civil Rights Office.

3. In those situations where the complainant is unable to provide a written compliant, a verbal compliant made to the Mississippi Department of Transportation's Executive Director, Director of Civil Rights and the Public Transit Manager shall be accepted and shall be considered sufficient to justify staff review of the complaint.

4. Prior to any formal compliance review or investigation by the staff, the complaint must be put in a written format that identifies specific allegation. The written allegation statement must be signed by the compliant. The Public Transit Division staff and the Director of Civil Rights may provide technical assistance in explaining the discrimination complaint procedures.

5. All written complaints of discrimination will be referred as a matter of routine procedure to the Department's legal counsel.

6. Within fifteen (15) working days of receipt of a written complaint, the complainant(s) are provided written acknowledgment, that the complaint has been received. (See Appendix A-4, Complaint Form Letter # 19-01-000-03). Complainants will also be made aware of their right to file a complaint with the FTA Regional Office.

7. Staff of the Public Transit Division will be given subsequent steps to be taken in resolving or investigating the complaint by the Director of Civil Rights, legal counsel and the Human Resources Division.

8. All complaints and subsequent related documents will be added to the files maintained by the Division.

9. All applicants and/or contractors that are the subject of Title VI written complaints shall be notified in writing by the Director at the time that the complainant receives the acknowledgment referenced in #6 above. (See Appendix A-4, Complaint Form Letter 09-01-00-000-04)

10. Failure of the complainants to cooperate in the filing, investigation and/or resolution of a complaint will be considered cause for the :MDOT to issue a determination that further investigation is not supported by the available information; and shall be considered basis for a finding of probable non-compliance. As such, the :MDOT shall notify FTA in writing of the circumstances. A finding of non-compliance resulting from the failure or refusal of the grantee or contractor to cooperate may be sufficient to withhold approval of pending applications, payments or contracts.

11. Within forty-five (45) days ofthe receipt of a written complaint, the complainant(s) will receive a written notice of action taken on all complaints as a status report. Such a notification is to include:

    a. Identification of any referrals to FTA, legal counsel or other affected parties;

    b. Status of the :MDOT's review or investigation.

    c. Request(s) for any additional information.

12. Complaint Review Report. A written complaint review report will be prepared by the Public Transit Division Manager for review by the Director, Office of Intermodal Planning, Human Resource Director and Legal Counsel as appropriate. This report will be used as the basis of finding(s)/determination(s) and may be used to report non-compliance findings to FTA. The report will at a minimum be in the format outlined in FTA Circular C 4702.1.

**APPENDIXE**

Fleet Operations Cost Report
Ridership and Revenue Report
Fleet Summary Reports

**Section 5311 Fleet Summary Report- Vehicle Data** **October 1, 2010 to September 30, 2011** 

**(Enter your project name here.)**

| Month | #Veh. Oper. | Total Hours | Total Miles | Deadhead Miles | Gallons Fuel | Fuel Cost | Cost! Gallon | Miles/ Gallon | Cost! Mile | Cost! Hour | Cost! Vehicle |
|---|---|---|---|---|---|---|---|---|---|---|---|
| October | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| November | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| December | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| ***1st Qtr.*** | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| January | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| February | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| March | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| ***2nd Qtr.*** | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| April | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| Mal | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| June | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| ***3rd Qtr.*** | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| July | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| August | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| September | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| ***4th Qtr.*** | 0 | 0.0 | - | - | - | 0.00 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| **TOTALS:** | 0 | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |

| Month | Oil Cost | Prev. Mnt. Parts Cost | Prev. Mnt. Labor Cost | Repairs Parts Cost | Repairs Labor Cost | Tire Cost | Admin. Salary Fringe | Other Admin. Cost | Other Cap. Cost | Drvr. Salary & Fringe | Oper. Salary & Fringe | Other Oper. Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| October | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| November | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| December | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ***1st Qtr.*** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| January | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| February | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| March | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ***2ndQtr.*** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| April | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| May | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| June | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ***3rd Qtr.*** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Jull' | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| August | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| September | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ***4th Qtr.*** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **TOTALS:** | - | - | - | - | - | - | - | - | - | - | - | - | - |

**Section 5311 Fleet Summary Report - Passenger Data** **October 1, 2010 to September 30, 2011** 

**(Enter your project name here.)**

| Month | General Public | Elderly | Disabled | HHS/ | Other | Total Passen. | Passen./ Mile | Passen./ Hour |
|---|---|---|---|---|---|---|---|---|
| October | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| November | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| December | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| ***1st Qtr.*** | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| January | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| February | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| March | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| ***2ndQtr.*** | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| April | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| May | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| June | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| ***3rd Qtr.*** | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| July | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| August | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| September | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| ***4th Qtr.*** | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| **TOTALS:** | - | - | - | - | - | - | #DIV/0! | #DIV/0! |
| Percent of Total | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | | |

Section 5311 Fleet Summary Report- Trip Data October 1, 2010 to September 30, 201



(Enter your project name here.)

| Month | Medical | Empl. | Nutrition | Social Services | Mental Health | Educ./ Training | Shopping/ Personal | Other | Total Trips | Cost/ Trip |
|---|---|---|---|---|---|---|---|---|---|---|
| October | - | - | - | - | - | - | - | - | - | #DIV/0! |
| November | - | - | - | - | - | - | - | - | - | #DIV/0! |
| December | - | - | - | - | - | - | - | - | - | #DIV/0! |
| *1st Qtr.* | - | - | - | - | - | - | - | - | - | #DIV/0! |
| January | - | - | - | - | - | - | - | - | - | #DIV/0! |
| February | - | - | - | - | - | - | - | - | - | #DIV/0! |
| March | - | - | - | - | - | - | - | - | - | #DIV/0! |
| *2nd Qtr.* | - | - | - | - | - | - | - | - | - | #DIV/0! |
| April | - | - | - | - | - | - | - | - | - | #DIV/0! |
| May | - | - | - | - | - | - | - | - | - | #DIV/0! |
| June | - | - | - | - | - | - | - | - | - | #DIV/0! |
| *3rd Qtr.* | - | - | - | - | - | - | - | - | - | #DIV/0! |
| July | - | - | - | - | - | - | - | - | - | #DIV/0! |
| August | - | - | - | - | - | - | - | - | - | #DIV/0! |
| September | - | - | - | - | - | - | - | - | - | #DIV/0! |
| *4th Qtr.* | - | - | - | - | - | - | - | - | - | #DIV/0! |
| TOTALS: | - | - | - | - | - | - | - | - | - | #DIV/0! |
| Percent of Total | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | |

**Section 5311 Fleet Summary Report- Revenue Data** **October 1, 2010 to September 30, 2011**



**(Enter your project name here.)**

| Month | Non-Oper. Revenue | Fares | Other Oper. Revenue | Excess Local | Total Revenue | Revenue/ Vehicle | Oper. Ratio[1] | Recovery Cose | Contract Revenue | Lift Pass. Trips | Accidents | Incidents | Facilities |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| October | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| November | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| December | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| ***1st Qtr.*** | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| January | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| February | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| March | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| ***2ndQtr.*** | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| April | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| May | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| June | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| ***3rdQtr.*** | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| July | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| August | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| September | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| ***4th Qtr.*** | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| **TOTALS:** | - | - | - | - | - | #DIV/0! | #DIV/0! | #DIV/0! | - | 0 | 0 | 0 | 0 |
| Percent of Total | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | | | | | | | | |

[1] Total Cost divided by Total Revenue

[2] Total Revenue divided by Total Cost

# Section 5311 -Actual Expenditures Report By Contractor Per Quarter

Project Name: (Enter your project name here.)

October 1, 2010 to September 30, 2011 As of Date: 10/25/10

| | Administrative Cost | *Capital Cost | Operations Cost | Quarterly Cost |
|---|---|---|---|---|
| Quarter 1 (Oct- Dec) | $ - | $ - | $ - | $ - |
| Quarter 2 (Jan -Mar) | $ - | $ - | $ - | $ - |
| Quarter 3 (Apr- Jun) | $ - | $ - | $ - | $ - |
| Quarter 4 (Jul- Sep) | $ - | $ - | $ - | $ - |
| TOTAL | $ - | $ - | $ - | $ - |

*Vehicles are not included in the cost.

**(Enter your project name here.)**
Period: October, 2010
Prepared by:
Total Approved Vehicles:

Cost of Fuel Per Gallon
Cost of Fuel Per Gallon
Cost of Fuel Per Gallon
Cost of Oil Per Quart:

| No. | MDOT No. | Beginning Mileage | Ending Mileage | Hours In Service | | Fuel Cost | Oil Cost | Prev. Mnt. Parts Cost | Prev. Mnt. Labor Cost | Repairs Parts Cost | Repairs Labor Cost | | Admin. Salary Fringe | Other Admin Cost | Other Cap. Cost | Dr. Salary & Fringe | Oper. Salary & Fringe | Ins. & Other Oper. Cost | Total Cost | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | 00 | [illegible] | 0.00 | [illegible] | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | | [illegible] | 00 | [illegible] | 0.00 | [illegible] | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | | [illegible] | 00 | [illegible] | 0.00 | 000 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | 00 | [illegible] | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | 00 | [illegible] | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | 00 | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | 00 | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 00 | [illegible] | 000 | 0.00 | | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 00 | 0 | [illegible] | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 00 | 0 | 000 | 0.00 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 00 | [illegible] | [illegible] | 0.00 | | 0 | 0.00 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | 000 | [illegible] | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | [illegible] | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | [illegible] | [illegible] | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | [illegible] | [illegible] | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | [illegible] | 8 | [illegible] | 0.000 |
| 0 | 0 | 0 | | 0.0 | 0 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | [illegible] | 8 | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | [illegible] | 0.00 | 0.00 | [illegible] | [illegible] | [illegible] | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | 000 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | [illegible] | [illegible] | 00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | 000 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | [illegible] | [illegible] | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | 000 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | 0 | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | 0 | 000 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | 0 | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | [illegible] | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | | 000 | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | 0 | 0.00 | 0.000 |
| 0 | 0 | 0 | 0 | 0.0 | | [illegible] | [illegible] | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | | 0.00 | 0.000 |
| [illegible] | [illegible] | | | 0.0 | | 000 | 0 0 | 0 00 | 00 | 000 | 0.00 | 000 | 0 00 | 0 00 | 000 | 00 | 0.00 | 0 0 | 0.00 | 00 |

PTD-ATDS-5

# RIDERSHIP AND REVENUE REPORT

(Enter your project name here.)
For Month of October, 2010
Prepared by:

Date: 10/21/10

| Passenger Data | | | | | | | | Trip Data | | | | | | | | | Revenue Data | | | | | Contract Data | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vehicle No. | MOOT No. | General Public | Elderly | Oisab. | HHS | Other• | Total Pass. | Medical | Empl. | Nutr. | Social Serves. | Mental Health | Educ./ Tmg. | Shop./ Pers | Other• | Total Trips | Non-Op. Revenue | Fares | OtherOp. Revenue | Excess Local | Total Revenue | Contract | Revenue |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (Type Contractor Name | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (Type Contractor Name | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (Type Contractor Name | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **(Type Contractor Name** | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (Type Contractor Name | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **(Type Contractor Name** | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (Type Contractor Name | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **{Type Contractor Name** | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | TOTAL | 0.00 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Lift Data | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Total No. of Lift | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **Passenger Trips** - | 0 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Accident Information | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | No. Accidents | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | No. Injuries | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | No. Fatalties | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Notes | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| TOTALS: | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |

• Attach note of explanation for any amounts in "Other" column'

# APPENDIX F

Contractor Payment Processing

## ContractorNendor Payment Processing Procedures

The following procedures are applicable for the receipt, distribution, processing and transmittal fall requests for payments from all contractors.

A. **Routine Reimbursement Request**

1. All reimbursement requests are distributed to assigned staff after they are logged in the incoming mail log.
2. The first level reviewer (assigned staff) reviews reimbursement request package for accuracy, completeness, allowability and eligibility of expenditures.
3. The first level reviewer then prepare Contract Estimates using the Automated Transportation Data System (ATDS)
4. Any changes made by first level reviewer are explained on a Remittance Advice Memo signed by the Administrator and subsequently transmitted to the contractor along with a copy of the revised Reimbursement Request and Tracking Form.
5. The signed estimates along with all supporting documentation are transmitted to second level reviewer to determine accuracy of computations eligibility and allowability of expenditures.
6. Second level reviewer submits signed reimbursement package for review and signature. All estimates require approval by Administrator.
7. Following Administrator approval, the package is returned to second level reviewer for distribution; two (2) original estimates are hand carried to the Financial Management Division and placed in the incoming mail area; the file copy along with all supporting documentation is filed in the second level reviewer reimbursement file.

B. **Receiving Reports**

For reimbursement of Capital Purchases including Purchase of Service Agreement, PTD will use FMS-684 Receiving Report. (See attached). The steps for processing FMS-684 are essentially the same as those used for preparing a contractors estimate.

C. **Vendor Processing**

Vendor payments will be routinely processed using FMS standard procedures.

**D. RTAP**

1. All RTAP requests for payment are distributed to the first level reviewer after they are logged in the incoming mail log.
2. The first level reviewer (assigned staff) reviews the request package for accuracy, completeness, allowability and eligibility of expenditures. The
3. first level reviewer prepares a FMS-684 (Receiving Report/Cost Distribution) form to capture allowed expenses.

# APPENDIX G

Quarterly Budget Analysis Expenditures and Revenue Reports

# SECTION 5311 FIRST QUARTER BUDGET ANALYSIS
## Expenditures

**(Enter your project name here.)** Contract No. (Enter your contract numbE

| Line Item | Budgeted Amount | Expended To Date | Balance | %of Total Budg. Amt. | Variance |
|---|---|---|---|---|---|
| **Admin.** | | | | | |
| Project Director | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Secretary | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Bookkeeper | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Fringes | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Travei/Memb./Training | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Audit | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Office Supplies, etc. | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Telephone | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Printing & Adv. | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Property Ins./Bonds | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other (RenUUtil.) | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Indirect | 0.00 | 0.00 | 0.00 | 0% | 0% |
| **Capital** | | | | | |
| Commun. Equip. | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Major Components | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Office Eqmt. etc. | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Facilities | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Mobility Manager | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Shelters/Bus Stops | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Vehicles | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other | 0.00 | 0.00 | 0.00 | 0% | 0% |
| **Operating** | | | | | |
| Operations Supervisor | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Drivers, Full-time | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Drivers, Part-time | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Mechanic(s) | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Secretary | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Dispatcher | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other Staff | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other Staff | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Fringe | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Vehicle Insurance | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Fuel & Oil | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Tires | 0.00 | 0.00 | 0.00 | 0% | 0% |
| PM Parts | 0.00 | 0.00 | 0.00 | 0% | 0% |
| PM Labor | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Repairs Parts | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Repairs Labor | 0.00 | 0.00 | 0.00 | 0% | 0% |
| License Tags | 0.00 | 0.00 | 0.00 | 0% | 0% |
| RenUUtilities | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other (Driver Exp.) | 0.00 | 0.00 | 0.00 | 0% | 0% |
| Other | 0.00 | 0.00 | 0.00 | 0% | 0% |

**TOTAL EXP.** **$0.00**

Print Date: 10/21/10

# APPENDIX H

Project Expenditure Report

| PROJECT NUMBER | GRANT STAGE | PROG AMOUNT | EXPTO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|
| PROJECT TYPE: 40 Federal Transit | | | | | |
| GRANT: 030015 FTA Capital Assistance | | | | | |
| USER CODE 1: C/260 FTA Capital | | | | | |
| 5013541 1000 FT03-15100-0102 FTA: Statewide Rural Capital Grant80-20 | | | | | |
| | 4 | 3,713,682.00 | 2,715,856.36 | 997,825.64 | 0.00 |
| USER CODE 1: C/260 SUBTOTALS: | | 3,713,682.00 | 2,715,856.36 | 997,825.64 | 0.00 |
| GRANT: 030015 SUBTOTALS: | | 3,713,682.00 | 2,715,856.36 | 997,825.64 | 0.00 |
| GRANT: 030020 FTA Capital Assistance | | | | | |
| USER CODE 1: C/260 FTACapital | | | | | |
| 5014971 302000 FT03-20497-0506 FTA:Sec 3 Capital Grant for Brookhaven | | | | | |
| | 4 | 1,980,344.00 | | 1,980,344.00 | |
| USER CODE 1: C/260 SUBTOTALS: | | 1,980,344.00 | 0.00 | 1,980,344.00 | 0.00 |
| GRANT: 030020 SUBTOTALS: | | 1,980,344.00 | 0.00 | 1,980,344.00 | 0.00 |
| GRANT: 160030 FTA CAPITAL ASSISTANCE | | | | | |
| USER CODE 1: C/260 FTA Capital | | | | | |
| 501441 1000 FT-16-30111-0203 FTA: Sec 5310 Statewide Admin 02-03 | | | | | |
| | 6 | 118,552.00 | 118,551.89 | 0.11 | 0.00 |
| 501442/ 2000 FT-16-30100-0203 FTA: Sec 5310 Cap 80% FTA 20% Local 02-03 | | | | | |
| | 6 | 798,199.00 | 798,198.99 | 0.01 | 0.00 |
| 501443/ 2000 FT-16-30105-0203 FTA: Sec 5310 Cap 50% FTA 50% Local 02-03 | | | | | |
| | 6 | 104,976.00 | 104,976.00 | 0.00 | 0.00 |
| USER CODE 1: C/260 SUBTOTALS: | | 1,021,727.00 | 1,021,726.88 | 0.12 | 0.00 |
| GRANT: 160030 SUBTOTALS: | | 1,021,727.00 | 1,021,726.66 | 0.12 | 0.00 |
| GRANT: 160031 FTA CAPITAL ASSISTANCE FY04 | | | | | |
| USER CODE 1: C/260 FTA Capital | | | | | |
| 501511/ 302000 FT-16-31100-0304 FTA: SEC 5310 CAP 80% FTA 20% LOCAL 03-04 | | | | | |
| | 4 | 1,232,145.00 | 842,269.76 | 389,655.24 | 0.00 |
| 501512/ 302000 FT-16-31105-0304 FTA: SEC 5310 CAP 50% FTA 50% LOCAL 03-04 | | | | | |
| | 4 | 83,472.00 | 0.00 | 63,472.00 | 0.00 |
| USER CODE 1: C/260 SUBTOTALS: | | 1,315,617.00 | 642,289.76 | 473,327.24 | 0.00 |
| GRANT: 160031 SUBTOTALS: | | 1,315,617.00 | 842,289.76 | 473,327.24 | 0.00 |
| GRANT: 160032 FTA CAPITAL ASSISTANCE FY05 | | | | | |
| USER CODE 1: C/260 FTA Capital | | | | | |
| 501518/ 301000 FT16-32100-0405 FTA: Sec 5310 Cap 50% FTA 50% Local 0405 | | | | | |
| | 4 | 66,504.00 | 0.00 | 66,504.00 | 0.00 |

| PROJECT NUMBEo, | GRANT STAGE | PROG AMOUNT | EXPTO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|
| PROJECT TYPE: 40 Federal Transit | | | | | |
| GRANT: 160032 FTA CAPITAL ASSISTANCE FY05 | | | | | |
| USER CODE 1: C/260 FTACapital | | | | | |
| 501518/ 302000 FT16-32105-0405 FTA: Sec 5310 Cap 80% FTA 20% Local 0405 | | | | | |
| | 4 | 1,245,385.00 | 659,238.00 | 586,147.00 | 0.00 |
| USER CODE 1: C/260 SUBTOTALS: | | 1,311,889.00 | 659,238.00 | 652,651.00 | 0.00 |
| GRANT: 160032 SUBTOTALS: | | 1,311,889.00 | 659,238.00 | 652,651.00 | 0.00 |
| GRANT: 18X016 Federal Transit Capital & Operating Asst | | | | | |
| USER CODE 1: C/260 FTACapital | | | | | |
| 501202/ 2000 FT18-16252-9899 FTA: AARON HENRY CHC CAPITL 98-99 | | | | | |
| | 9 | 15,345.00 | 15,345.00 | 0.00 | 0.00 |
| 501203/ 2000 FT18-16253-9899 FTA: BOLIVAR COUNTY COA CAP 98-99 | | | | | |
| | 9 | 7,894.00 | 7,893.64 | 0.36 | 0.00 |
| 501204/ 2000 FT18-16254-9899 FTA: CLAIBORNE CTY HRA CAP 98-99 | | | | | |
| | 9 | 1,069.00 | 1,068.85 | 0.15 | 0.00 |
| 501205/ 2000 FT18-16255-9899 FTA: FIVE CTY CHILD DEVEL CAP 98-99 | | | | | |
| | 9 | 5,224.00 | 5,223.90 | 0.10 | 0.00 |
| 501206/ 2000 FT18-16256-9899 FTA: HINDS CTY HRA CAP 98-99 | | | | | |
| | 9 | 2,162.00 | 2,161.68 | 0.32 | 0.00 |
| 501207/ 2000 FT18-16257-9899 FTA: LIFT INC CAP 98-99 | | | | | |
| | 9 | .00 | 0.00 | 0.00 | 0.00 |
| 501208/ 2000 FT18-16258-9899 FTA: MADISON CTY HRA CAP 98-99 | | | | | |
| | 9 | 5,433.00 | 5,432.67 | 0.33 | 0.00 |
| 501209/ 2000 FT18-16259-9899 FTA: MERIDIAN TRANS COMM CAP 98-99 | | | | | |
| | 9 | 466.00 | 465.60 | 0.40 | 0.00 |
| 501210 / 2000 FT18-16260-9899 FTA: MISS BAND CHOCTAW IND CAP 98-99 | | | | | |
| | 9 | 1,945.00 | 1,944.47 | 0.53 | 0.00 |
| 501211/ 2000 FT18-16261-9899 FTA: MISS VALLEY SU CAP 98-99 | | | | | |
| | 9 | 16,734.00 | 16,733.47 | 0.53 | 0.00 |
| 501212/ 2000 FT18-16262-9899 FTA: NATCHEZ TRANSIT CAP 98-99 | | | | | |
| | 9 | 2.400.00 | 2,400.00 | 0.00 | 0.00 |
| 501214/ 2000 FT18-16264-9899 FTA: PEARL RIVER VAL OPP CAP 98-99 | | | | | |
| | 9 | 5,579.00 | 5,578.67 | 0.33 | 0.00 |
| 501215/ 2000 FT18-16265-9899 FTA: PILOT CLUB OF STKVL CAP 98-99 | | | | | |
| | 9 | 1,301.00 | 1,300.80 | 0.20 | 0.00 |
| 501216/ 2000 FT18-16266-9899 FTA: SIMPSON CTY HRA CAP 98-99 | | | | | |
| | 9 | 2,766.00 | 2,765.12 | 0.88 | 0.00 |

| PROJECT NUMBER | GRANT'STAGE | PROG AMOUNT | EXPTO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|
| PROJECT TYPE: 40 Federal Transit | | | | | |
| GRANT: 18X017 Federal Transit Capital & Operating Asst | | | | | |
| USER CODE 1: Cl264 FTA Operations | | | | | |
| 501280 ▮ 3000 FT18-17281-9900 FTA: Pilot Club of Starkvl Oper. 99-00 | 9 | 75,992.00 | 75,991.50 | 0.50 | 0.00 |
| 501281 ▮ 3000 FT18-17282-9900 FTA: Simpson Cnty HRA Oper 99-00 | 9 | 66,724.00 | 66,724.02 | -0.02 | 0.00 |
| 501282 ▮ 3000 FT18-17283-9900 FTA: United Comm. Action Oper 99-00 | 9 | 36,850.00 | 36,849.40 | 0.60 | 0.00 |
| USER CODE 1: Cl264 SUBTOTALS: | | 1,624,914.00 | 1,624,908.61 | 5.39 | 0.00 |
| USER CODE 1: Cl265 FTA Project Administration | | | | | |
| 501267 ▮ 1000 FT18-17266-9900 FTA: Aaron Henry CHC Admin 99-00 | 9 | 80,750.00 | 80,749.78 | 0.22 | 0.00 |
| 501266 ▮ 1000 FT16-17269-9900 FTA: Bolivar Cty COA Admin 99-00 | 9 | 40,636.00 | 40,637.07 | 0.93 | 0.00 |
| 501269 ▮ 1000 FT18-17270-9900 FTA: Claiborne Cty. HRA Admin 99-00 | 9 | 41,365.00 | 41,364.76 | 0.24 | 0.00 |
| 501270 / 1000 FT18-17271-9900 FTA: Five Cty. Child Dev. Admin 99-00 | 9 | 42,341.00 | 42,340.45 | 0.55 | 0.00 |
| 501271/ 1000 FT18-17272-9900 FTA: Hinds Cnty HRA Admin. 99-00 | 9 | 41,988.00 | 41,987.33 | 0.67 | 0.00 |
| 501272/ 1000 FT18-17273-9900 FTA: Lift, Inc. Admin 99-00 | 9 | 43,771.00 | 43,770.69 | 0.31 | 0.00 |
| 501273 ▮ 10(1.., FT18-17274-9900 FTA: Madison Cnty HRA Admin. 99-00 | 9 | 25,016.00 | 25,015.80 | 0.20 | 0.00 |
| 501275 ▮ 1000 FT18-17276-9900 FTA: Miss. Band of Choc Ind Admin. 99-00 | 9 | 54,803.00 | 54,802.74 | 0.26 | 0.00 |
| 501276 ▮ 1000 FT18-17277-9900 FTA: Miss. Valley St Unlv Admin. 99-00 | 9 | 49,578.00 | 49,577.74 | 0.26 | 0.00 |
| 501277 ▮ 1000 FT18-17278-9900 FTA: Natchez Transit SysAdmin. 99-00 | 9 | 40,127.00 | 40,126.02 | 0.98 | 0.00 |
| 501278 ▮ 1000 FT18-17279-9900 FTA: NE Miss. Comm. Serv. Admin. 99-00 | 9 | 38,821.00 | 38,820.85 | 0.15 | 0.00 |
| 501279/ 1000 FT18-17280-9900 FTA: Pearl Rvr Valley Oppor. Admin 99-00 | 9 | 53,350.00 | 53,350.39 | -0.39 | 0.00 |
| 501280 ▮ 1000 FT18-17281-9900 FTA: Pilot Club of Starkvl Admin 99-00 | 9 | 31,592.00 | 31,591.17 | 0.83 | 0.00 |

| PROJECT NUMBER | GRANT STAGE | PROG AMOUNT | EXPTO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|
| PROJECT TYPE: 40 Federal Transit | | | | | |
| GRANT; 80X008 FTA Metropolitan Planning | | | | | |
| USER CODE 1: C/269 FTA Planning (MPO) | | | | | |
| 501546 / 1000 FTB0-08546-0405 FTA-City of Oxford Admin 04-05 | | | | | |
| | 4 | 65,000.00 | 0.00 | 65,000.00 | 0.00 |
| USER CODE 1; C/269 SUBTOTALS; | | 122,705.00 | 0.00 | 122,705.00 | 0.00 |
| GRANT; 80X008 SUBTOTALS; | | 590.425.00 | 447,176.48 | 143,248.52 | 0.00 |
| GRANT: 80X009 FTA Metropolitan Planning | | | | | |
| USER CODE 1; C/262 FTA Planning Statewide Assistance | | | | | |
| 501454/ 1000 FT-80-09454-0204 FTA Sec 5303 Central Miss Plan & Dev | | | | | |
| | 4 | 253,075.00 | 252,333.00 | 742.00 | 0.00 |
| 501455 / 1000 FT-80109455-0204 FTA Sec 5303 Gulf Regional Planning Comm | | | | | |
| | 4 | 210,000.00 | 209,998.00 | 2.00 | 0.00 |
| 501456/ 1000 FT-80-09456-0204 FTA Sec 5303 City of Hattiesburg P & D | | | | | |
| | 4 | 50,000.00 | 50,000.00 | 0.00 | 0.00 |
| 501457 1000 FT-80-09457-0204 FTA Sec 5303 Memphis/Shelby County P & D | | | | | |
| | 4 | 26,635.00 | 5,394.76 | 21,240.24 | 0.00 |
| USER CODE 1; C/262 SUBTOTALS; | | 539,710.00 | 517,725.76 | 21,984.24 | 0.00 |
| USER CODE 1; C/269 FTA Planning (MPO) | | | | | |
| 501453/ 1000 FT-80-09453-0204 FTA Planning Sec 5313(b) CTA Study | | | | | |
| | 4 | 141,477.00 | 141,476.00 | 1.00 | 0.00 |
| USER CODE 1: C/269 SUBTOTALS: | | 141,477.00 | 141,476.00 | 1.00 | 0.00 |
| GRANT: 80X009 SUBTOTALS; | | 681,187.00 | 659,201.76 | 21,985.24 | 0.00 |
| GRANT: SFP State Funded Project | | | | | |
| USER CODE 1: C/260 FTA Capital | | | | | |
| 501545/ 303000 FT-MM-303000 FTA: MULTIMODAL- CLAIBORNE CTY HRA CAP | | | | | |
| | 4 | 13,750.00 | 8,091.80 | 5,658.20 | 0.00 |
| 501545 / 304000 FT-MM-304000 FTA: MULTIMODAL - FIVE COUNTY CH DEV CAP | | | | | |
| | 4 | 8,753.00 | 6,960.40 | 1,792.60 | 0.00 |
| 501545 / 305000 FT-MM-305000 FTA: MULTIMODAL - HINDS COUNTY HRA CAP | | | | | |
| | 4 | 9,850.00 | 8,658.20 | 1,191.80 | 0.00 |
| 501545/ 306000 FT-MM-306000 FTA: MULTIMODAL- HOLLANDALE E & C CAP | | | | | |
| | 4 | 5,000.00 | 3,716.00 | 1,284.00 | 0.00 |
| 501545/ 307000 FT-MM-307000 FTA: MULTIMODAL - LIFT, INC CAP | | | | | |
| | 4 | 21,010.00 | 0.00 | 21,010.00 | 0.00 |

| PROJECT NUMBER | | | GRANT STAGE | PROG AMOUNT | EXP TO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|---|---|
| PROJECT TYPE: 40 | Federal Transit | | | | | | |
| GRANT: SFP | State Funded Project | | | | | | |
| USER CODE 1· C/260 | FTA Capital | | | | | | |
| 501545/ 308000 | FT-MM-308000 | FTA: MULTIMODAL- MADISON COUNTY HRA CAP | 4 | 12,420.00 | 0.00 | 12,420.00 | 0.00 |
| 501545/ 309000 | FT-MM-309000 | FTA: MULTIMODAL- MALLORY CHC CAP | 4 | 36,487.00 | 0.00 | 36,487.00 | 0.00 |
| 501545/ 310000 | FT-MM-310000 | FTA: MULTIMODAL- MERIDIAN TRNS COMM CAP | 4 | 20,005.00 | 3,861.00 | 16,144.00 | 0.00 |
| 501545/ 311000 | FT-MM-311000 | FTA: MULTIMODAL- MISS BAND CHOC IND CAP | 4 | 25,000.00 | 7,655.40 | 17,344.60 | 0.00 |
| 501545/ 312000 | FT-MM-312000 | FTA: MULTIMODAL- MISS VALLEY STATE CAP | 4 | 20,000.00 | 0.00 | 20,000.00 | 0.00 |
| .501545/ 313000 | FT-MM-313000 | FTA: MULTIMODAL - NE MISS COMM SERV CAP | 4 | 15,096.00 | 12,976.00 | 2,120.00 | 0.00 |
| 501545/ 314000 | FT-MM-314000 | FTA: MULTIMODAL - NATCHEZ TRANS SYS CAP | 4 | 28,333.00 | 17,316.40 | 11,016.60 | 0.00 |
| 501545/ 315000 | FT-MM-315000 | FTA: MULTIMODAL - SIMPSON CTY HRA CAP | 4 | 9,507.00 | 0.00 | 9,507.00 | 0.00 |
| 501545/ 316000 | FT-MM-316000 | FTA: MULTIMODAL - UNITED CAC CAP FTA:MUL' IMODAL- UNITED CAC OPER | 4 | 24,269.00 | 17,770.00 | 6,499.00 | 0.00 |
| 501545/ 317000 | FT-MM-317000 | FTA: MULTIMODAL - HATIIESBURG CAP | 4 | 16,697.00 | 0.00 | 16,697.00 | 0.00 |
| USER CODE 1: | C/260 | SUBTOTALS: | | 266,177.00 | 87,005.20 | 179,171.80 | 0.00 |
| USER CODE 1: C/264 | FTA Operations | | | | | | |
| 501545/ 301000 | FT-MM-301000 | FTA: MULTIMODAL- AARON HENRY CHC OPER | 4 | 50,000.00 | 50,000.00 | 0.00 | 0.00 |
| 501545/ 316000 | FT-MM-316000 | FTA: MULTIMODAL- UNITED CAC CAP FTA:MULTIMODAL- UNITED CAC OPER | 4 | 823.00 | 0.00 | 823.00 | 0.00 |
| 501545/ 318000 | FT-MM-318000 | FTA: MULTIMODAL- COAST TRANSIT OPER | 4 | 240,000.00 | 120,000.00 | 120,000.00 | 0.00 |
| 501545/ 319000 | FT-MM-319000 | FTA: MULTIMODAL - CITY OF JACKSON OPER | 4 | 240,000.00 | 0.00 | 240,000.00 | 0.00 |
| USER CODE 1: | C/264 | SUBTOTALS: | | 530,823.00 | 170,000.00 | 360,823.00 | 0.00 |
| GRANT: | SFP | SUBTOTALS: | | 797,000.00 | 257,005.20 | 539,994.80 | 0.00 |
| PROJECT TYPE: | 40 | SUBTOTALS: | | 40,976,881.89 | 29,690,631.15 | 11,286,250.74 | 316,793.00 |

| PROJECT NUMBER | GRANT STAGE | PROG AMOUNT | EXPTO DATE | BALANCE | RETAINED EXP |
|---|---|---|---|---|---|
| PROJECT TYPE: 40 Federal Transit | | | | | |
| GRANT: 18X022 FED TRANSIT CAP ADM OP ASST FY05 | | | | | |
| USER CODE 1: C/265 FTA Project Administration | | | | | |
| 501534/ 301000 FT18-22534-0405 FTA: NATCHEZ TRANSIT SYSTEM ADMIN 04-05 | 4 | 64,520.00 | 28,517.64 | 36,002.36 | 7,793.00 |
| 501535/ 301000 FT18-22535-0405 FTA: NE MISS COMM SERV ADMIN 04-05 | 4 | 20,004.00 | 13,253.01 | 6,750.99 | 4,013.00 |
| 501537/ 301000 FT18-22537-0405 FTA: SIMPSON COUNTY HRA ADMIN 04-05 | 4 | 32,296.00 | 23,850.01 | 8,445.99 | 4,997.00 |
| 501538/ 301000 FT18-22538-0405 FTA: UNITED COMM ACTION AGCY ADMIN 04-05 | 4 | 38,484.00 | 15,216.34 | 23,267.66 | 2,556.00 |
| 501539/ 301000 FT18-22539-0405 FTA: HOLLANDALE E & C DEVEL ADMIN 04-05 | 4 | 20,000.00 | 18,542.04 | 1,457.96 | 1,975.00 |
| 501541 / 301000 FT18-22541-0405 FTA: SCOTT COUNTY ADMIN 04-05 | 4 | 10,000.00 | 14,007.75 | -4,007.75 | 701.00 |
| USER CODE 1: C/265 SUBTOTALS: | | 874,018.00 | 416,408.72 | 457,609.28 | 81,351.00 |
| USER CODE 1: C/266 FTA Statewide Administration | | | | | |
| 501554/ 301000 FT 18-22111-0405 FTA: Sec 5311 Statewide Admin 04-05 | 4 | 1,297,661.00 | 0.00 | 1,297,661.00 | 0.00 |
| USER CODE 1: C/266 SUBTOTALS: | | 1,297,661.00 | 0.00 | 1,297,661.00 | 0.00 |
| USER CODE 1: C/267 FTARTAP | | | | | |
| 501556/ 301000 FT18-22556-0405 FTA: RTAP- 100% FTA | 4 | 110,018.00 | 32,366.63 | 77,651.37 | 0.00 |
| USER CODE 1: C/267 SUBTOTALS: | | 110,018.00 | 32,366.63 | 77,651.37 | 0.00 |
| GRANT: 18X022 SUBTOTALS: | | 6,111,752.00 | 1,656,229.25 | 4,455,522.75 | 81,351.00 |
| GRANT: 37X001 Federal Transit Capital & Operating Asst | | | | | |
| USER CODE 1: C/264 FTA Operations | | | | | |
| 501296/ 1000 FT-37-01268-0001 FTA: Aaron Henry CHC Job Access Cap 00-01/50%FTA, 50% DHS | 6 | 65,700.00 | 65,700.00 | 0.00 | 0.00 |
| 501296/ 300(! FT-37-01268-0001 FTA: Aaron Henry CHC Job Access Oper 00-01/50%FTA, 50% DHS | 6 | 241,774.00 | 241,774.34 | -0.34 | 0.00 |
| 501297/ 1000 FT-37-01000-0001 FTA: Coast Area Transit Joe Access Operating 00-01/50% DHS (50% Federal direct to C.A.T.) | 6 | 74,411.00 | 74,411.00 | 0.00 | 0.00 |
| USER CODE 1: C/264 SUBTOTALS: | | 381,885.00 | 381,885.34 | -0.34 | 0.00 |
| GRANT: 37X001 SUBTOTALS: | | 381,885.00 | 381,885.34 | -0.34 | 0.00 |

| MS-18-X022 GRANT TRACKING SPREADSHEET | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Project | Application Request | POP Amount | Approved Federal Budget | Admin Cost | Cap Cost | Oper Cost | Total Cost | Ret Amt | Total Amount Paid To-date | Project Bal |
| Aaron Henry | $ 828,597.00 | $ 63,132.00 | $ 891,095.00 | $ 5,200.00 | $ 5,200.00 | $ 3,500.00 | $ 13,900.00 | $ (695.00) | $ 13,205.00 | $ 877,890.00 |
| Bolivar County | $ 352,549.00 | $ - | $ 328,946.00 | 5200 | 5200 | 3500 | 13900 | -695 | $ 13,205.00 | $ 315,741.00 |
| City of Vicksburg | | $ - | | | | | | | | |
| Claiborne County HRA | $ 158,372.00 | $ 134,390.00 | $ 158,375.00 | 400 | 400 | 250 | -53 | 997 | $ 1,050.00 | $ 157,325.00 |
| Five County | $ 197,619.00 | $ - | $ 188,104.40 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 187,054.40 |
| HEGA | $ 144,511.00 | $ 7,812.00 | $ 89,709.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 88,659.00 |
| Hinds County HRA | $ 222 691.00 | $ 237,689.00 | $ 246,338.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 245,288.00 |
| Lift | $ 482,354.00 | $ - | $ 336,684.20 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 335,634.20 |
| Madison County HRA | $ 196,704.00 | $ - | $ 196,704.20 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 195,654.20 |
| Mallory | $ 208,767.00 | $ - | $ 192,269.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 191,219.00 |
| Meridian Transp. | $ 229,737.00 | $ - | $ 224,138.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 223,088.00 |
| Miss. Band/ Choctaw Ind. | $ 521,246.00 | $ - | $ 432,867.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 431,817.00 |
| Miss. State Univ. | $ 1,658,044.00 | $ - | $ 210,340.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 209,290.00 |
| Miss. Valley State | $ 211,600.00 | $ 243,328.00 | $ 211,602.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 210,552.00 |
| Natchez Transit | $ 317,837.00 | $ - | $ 317,836.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 316,786.00 |
| NE Miss. Comm. Serv. | $ 129,950.00 | $ - | $ 129,950.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 128,900.00 |
| Scott County | $ 377,258.00 | $ - | $ 275,490.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 274,440.00 |
| Simpson County HRA | $ 125,516.00 | $ - | $ 199,511.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 198,461.00 |
| United Comm. Action | $ 126,362.00 | $ - | $ 126,365.00 | 400 | 400 | 250 | -53 | 997 | 1050 | $ 125,315.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL | $ 6,489,714.00 | $ 686,351.00 | $ 4,756,323.82 | $ 16,800.00 | $16,800.00 | $ 11,000.00 | $ 26,952.00 | $14,562.00 | $ 43,210.00 | $4,713,113.82 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| State ADMIN | $ - | $ | | | | | 0 | | | |
| State CAP | | $0.00 | | | | | | | | |
| State OPER | | $0.00 | | | | | | | | |
| RTAP | | j - | | | | | $ 329.20 | | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| TOTAL EXPENDED | | | | | | | | | | |
| GRANT BEGINNING BAL | 3,429,206.00 | | | | | | | | | |
| GRANT ENDING BAL | | | | | | | | | | |

# APPENDIX I

Final Payment Processing and Closeout

SCHEDULE A

**Statement of Budgeted and Incurred Costs**
**Section 5311 Rural General Public Transportation Program**

Name: **(Enter your project name here.)** Project Number: **(Enter your contract number here.)**

Period: October 1, 2010 to September 30, 2011

| Cost Category | Budget | Cost Incurred | Cost (Over)/ Under Budget |
|---|---|---|---|
| Administration | | | |
| Project Director | $0.00 | $0.00 | $0.00 |
| Secretary | 0.00 | 0.00 | 0.00 |
| Bookkeeper | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 |
| Travei/Memb./Training | 0.00 | 0.00 | 0.00 |
| Audit | 0.00 | 0.00 | 0.00 |
| Office Suppi/Softw./Off. Eqmt. | 0.00 | 0.00 | 0.00 |
| Telephone | 0.00 | 0.00 | 0.00 |
| Printing & Advertising | 0.00 | 0.00 | 0.00 |
| Property Insurance/Bond(s) | 0.00 | 0.00 | 0.00 |
| Other (RenUUtilities) | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| Indirect | 0.00 | 0.00 | 0.00 |
| -Less Rev. Appl. to Non-Op. | 0.00 | 0.00 | 0.00 |
| Total Administration | 0.00 | 0.00 | 0.00 |
| Capital | | | |
| Communications Eqmt. | 0.00 | 0.00 | 0.00 |
| Major Components | 0.00 | 0.00 | 0.00 |
| Office Eqmt./Computer Hdw. | 0.00 | 0.00 | 0.00 |
| Facilities | 0.00 | 0.00 | 0.00 |
| Mobility Manager | 0.00 | 0.00 | 0.00 |
| Shelters/Bus Stops | 0.00 | 0.00 | 0.00 |
| Vehicles | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| Total Capital | 0.00 | 0.00 | 0.00 |
| Operations | | | |
| Operations Supervisor | 0.00 | 0.00 | 0.00 |
| Drivers, Full-time | 0.00 | 0.00 | 0.00 |
| Drivers, Part-time | 0.00 | 0.00 | 0.00 |
| Mechanic(s) | 0.00 | 0.00 | 0.00 |
| Secretary | 0.00 | 0.00 | 0.00 |
| Dispatcher | 0.00 | 0.00 | 0.00 |
| Other staff | 0.00 | 0.00 | 0.00 |
| Other staff | 0.00 | 0.00 | 0.00 |
| Fringes | 0.00 | 0.00 | 0.00 |
| Vehicle Insurance | 0.00 | 0.00 | 0.00 |
| Fuel and Oil | 0.00 | 0.00 | 0.00 |
| Tires | 0.00 | 0.00 | 0.00 |
| Prev. Maintenance Parts | 0.00 | 0.00 | 0.00 |
| Prev. Maintenance Labor | 0.00 | 0.00 | 0.00 |
| Repairs Parts | 0.00 | 0.00 | 0.00 |
| Repairs Labor | 0.00 | 0.00 | 0.00 |
| License Tags | 0.00 | 0.00 | 0.00 |
| RenUUtilities | 0.00 | 0.00 | 0.00 |
| Other (Driver Expenses) | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| -Less Farebox Revenue | 0.00 | 0.00 | 0.00 |
| -Less Other Revenue | 0.00 | 0.00 | 0.00 |
| Total Operations | 0.00 | 0.00 | 0.00 |
| TOTALS | $0.00 | $0.00 | $0.00 |

PTD-ATDS-6

## Statement of Revenues and Expenditures
## Section 5311 Rural General Public Transportation Program

Name: **(Enter your project name here.)**
Project Number: (Enter your contract number here.)
For the Period: October 1, 2010 to September 30, 2011

| REVENUES | Section 5311 Grant | Local Matching Funds | Total |
|---|---|---|---|
| Section 5311 Grant | $0.00 | | $0.00 |
| Local Matching Funds: | | | |
| Cash contributions from County | | 0.00 | 0.00 |
| Cash contributions from Cities | | 0.00 | 0.00 |
| Contract services | | 0.00 | 0.00 |
| Charter services | | 0.00 | 0.00 |
| Advertising | | 0.00 | 0.00 |
| Grantee cash contribution | | 0.00 | 0.00 |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 |
| EXPENDITURES | | | |
| Administration | 0.00 | 0.00 | 0.00 |
| Capital Purchases | 0.00 | 0.00 | 0.00 |
| Operations | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 |
| EXCESS OF REVENUES OVER EXPENDITURES | $0.00 | 0.00 | $0 |
| Section 5311 funds applied to acquisition of vehicles and not included in cash receipts | | 0.00 | |
| TOTAL EXCESS REVENUE | | $0.00 | |

I, the undersigned, do hereby certify that the above Statement of Revenues and Expenditures for the year ended Sep. 30, 2011, reflects a true and accurate accounting of the records of
(Enter your project name here.)

Signed _____

Typed/Printed Name ----------

Title----------

SCHEDULE B

## Computation of Section 5311 Funds Allowable for Grant Participation and Amount Due Grantee
## Section 5311 Rural General Public Transportation Program

Name: **(Enter your project name here.)**
Project Number: (Enter your contract number here.)
Period: October 1, 2010 to September 30, 2011

| Expenditure Category | Expenditures | Sec. 5311 Percentage | Sec. 5311 Amount | Amount Per Grant |
|---|---|---|---|---|
| Administration | 0.00 | 80% | 0.00 | 0.00 |
| Capital Purchases | 0.00 | 80% | 0.00 | 0.00 |
| Operations | 0.00 | 50% | 0.00 | 0.00 |
| | 0.00 | | 0.00 | 0.00 |
| Less Excess Local | | | 0.00 | |
| | | | 0.00 | |
| Total Allowable Expenditures from Section 5311 Grant funds | | | | 0.00 |
| Less: Section 5311 Funds Received- | | | | |
| Cash reimbursements received for expenditures through September 30 | | | | 0.00 |
| Cash reimbursements received after September 30 | | | | 0.00 |
| TOTAL SECTION 5311 FUNDS DUE TO GRANTEE | | | | $0.00 |

CAD-684 (FTA)
Rev. 7-99 MISSISSIPPI DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROGRAM APPROVAL

DETAIL CODE: 76-0018-21-465-10, -20, -30

PROJECT NO: 501465

Project Termini and Identification

FTA Grant MS-18-X021: Aaron Henry Community Health Center
Period of Performance: October 1, 2003 to September 30, 2004

| County | Code | ACCOUNT NO: |
|---|---|---|
| Coahoma | 14 | 7275 |

ROUTE NUMBER

DATE OF INITIAL APPROVAL:

FED. AID.: | STATE: | U.S.

| STATUS | TYPE OF WORK | TOTAL ESTIMATED COST | | OTHER FUNDS (FTA) | STATE CONST. FUNDS | FEDERAL FUNDS | APPRN CODE | CHARACTER OF PROPOSED WORK |
|---|---|---|---|---|---|---|---|---|
| ITEM AS NOW PRO-GRAMMED | P.E. -10 ADMIN. | $174,224.00 | | $174,224.00 | | | OTH | |
| | -20 CAPITAL | $149,936.00 | | $149,936.00 | | | OTH | |
| | -30 OPER. | $548,092.00 | | $548,092.00 | | | OTH | |
| | PROJECT TOTAL | $872,252.00 | | $872,252.00 | | | | |
| =!EQUESTE! REVISION | P.E. -10 ADMIN. | $138,036.00 | | $138,036.00 | | | OTH | |
| | -20 CAPITAL | $46,070.00 | | $46,070.00 | | | OTH | |
| | -30 OPER. | $638,146.00 | | $638,146.00 | | | OTH | |
| | PROJECT TOTALS | $822,252.00 | | $822,252.00 | | | | |

SUBMITIED BY: DATE:

( tgned)

TITLE: Administrator, Public Transit Division

APPROVED BY: DATE:

(Signed)

TITLE: Director, Office of lntcrmodal Planning

REMARKS:

This amendment increases the total funds for this project.

| Funds Approved | Date | Disapproved |
|---|---|---|
| _____ | | |

CAD-684 **(FTA)**
Rev. 7-99 MISSISSIPPI **DEPARTMENT OF TRANSPORTATION**

REQUEST FOR PROGRAM APPROVAL

DETAIL CODE: 76-0018-21-465-10, -20, -30

PROJECT NO: 501465

Project Termini and Identification

FTA Grant MS-18-X021: Aaron Henry Community Health Center
Period of Performance: October 1, 2003 to September 30, 2004

| County | Code | ACCOUNT NO: |
|---|---|---|
| Coahoma | 14 | 7275 |

ROUTE NUMBER

DATE OF INITIAL APPROVAL:

FED. AID.: | STATE: | U.S.

| STATUS | TYPE OF WORK | TOTAL ESTIMATED COST | | OTHER FUNDS (FTA) | STATE CONST. FUNDS | FEDERAL FUNDS | APPRN CODE | CHARACTER OF PROPOSED WORK |
|---|---|---|---|---|---|---|---|---|
| ITEM AS NOW PRO-GRAMMED | P.E. -10 ADMIN. | $138,036.00 | | $138,036.00 | | | OTH | |
| | -20 CAPITAL | $46,070.00 | | $46,070.00 | | | OTH | |
| | -30 OPER. | $638,146.00 | | $638,146.00 | | | OTH | |
| | PROJECT TOTALE: | $822,252.00 | | $822,252.00 | | | | |
| iEQUESTE REVISION | P.E. -10 ADMIN. | $174,224.00 | | $174,224.00 | | | OTH | |
| | -20 CAPITAL | $149,936.00 | | $149,936.00 | | | OTH | |
| | -30 OPER. | $548,092.00 | | $548,092.00 | | | OTH | |
| | PROJECT TOTALS | $872,252.00 | | $872,252.00 | | | | |

SUBMITIED BY: DATE:

( igned)

TITLE: Administrator, Public Transit Division

APPROVED BY: DATE:

(Signed)

TITLE: Director, Office of Intermodal Planning

REMARKS:

This amendment increase the total budget by $50,000.

| Funds Approved | Date | Disapproved |
|---|---|---|
| | | |

"

**FCD/PTD-520**
Rev. 3-98

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## NOTICE TO CLOSE FEDERAL TRANSIT ADMINISTRATION PROJECT

TO: FINANCIAL MANAGEMENT DIVISION DATE: _____
FROM: PUBLIC TRANSIT DIVISION

PROJECT NO.: _____ NAME: _____
RPT NO.: _____ PROJECT YEAR: _____

TYPE: Section 5311 [K)
Other D (Specify) _____

The captioned project has been completed and we propose to close this project under date of _____ . No addtional charges will be made against this project after this date unless FMD indicates that all charges cannot be made prior to this time. Please place this project in Stage _____.

PROJECT CLOSE-OUT CHECKLIST

_____ The Contractor has met all requirements of the contract.
_____ Project earned excess income.
_____ Additional funds (retainage amount) are due to the Grantee:....:::$.,.,---,---,----------
Invoice from grantee and/or Reimbursement Request are attached.
_____ All monitoring issues have been resolved.
_____ IAD Year-end/Audit Review completed
_____ Report attached
_____ All audit comments/findings have been resolved.
Final payment amount: $_____
_____ Final estimate has been submitted and
_____ Check issued to Grantee, or
_____ Check received from Grantee and processed with negative estimate.
_____ CAD-684 (FTA) has been prepared and submitted to Financial Management.

COMMENTS: _____

pc: Internal Audit

# APPENDIXJ

## Circular 4220.1F

# CIRCULAR

U.S. Department
of Transportation

**Federal Transit Administration**

**FTA C 4220.1F**

November 1, 2008
Rev. 1, April14, 2009
Rev. 2, July 1, 2010

**Subject: THIRD PARTY CONTRACTING GUIDANCE**

1. PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and includes the most current available guidance for the Federal public transportation program as of the date of publication.

2. CANCELLATION. This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.

3. AUTHORITY. Federal Transit Laws, Title 49, United States Code, Chapter 53.

4. WAIVER. FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.

5. FEDERAL REGISTER NOTICE. In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.

6. AMENDMENTS TO THE CIRCULAR. FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: **http://www.fta.dot.gov/.** The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."

7. ACCESSIBLE FORMATS. This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats, telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

# THIRD PARTY CONTRACTING GUIDANCE

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# I. CHAPTER!

## INTRODUCTION AND ROLE OF THE FEDERAL TRANSIT ADMINISTRATION

1. THE FEDERAL TRANSIT ADMINISTRATION (FTA). FTA is one often modal administrations within the U.S. Department of Transportation (DOT) and is headed by an Administrator who is appointed by the President of the United States. FTA administers its programs and carries out its other activities through its headquarters office in Washington, DC, ten regional offices, and five metropolitan offices that assist public transportation agencies in all 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, Northern Mariana Islands, American Samoa, and in federally recognized Indian tribal areas.

   Public transportation includes, but is not limited to, transportation by buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation may be either fixed-route or demand-response service. The Federal Government, through FTA, provides financial assistance to develop new public transportation systems and improve, maintain, and operate existing systems. FTA oversees thousands of federally assisted projects to hundreds of State and local public transportation providers, primarily through its ten regional offices. Each FTA recipient is responsible for managing its programs and projects in compliance with applicable Federal requirements, and FTA is responsible for ensuring that recipients comply with those requirements.

2. AUTHORIZING LEGISLATION. Most Federal transit laws are codified at 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the legal operation of a Federal program or agency. Congress has amended FTA's authorizing legislation every four to six years. FTA's most recent authorizing legislation is the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act, 2008, Public Law 110-244, June 6, 2008. SAFETEA-LU authorizes FTA programs from Federal Fiscal Year 2006 through Federal Fiscal Year 2009. Revisions to this edition ofthe circular encompass the SAFETEA-LU changes to Federal transit law and changes required by other laws that have become effective since FTA last issued this circular in 2003.

3. HOW TO CONTACT FTA. FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA recipients and overseeing the implementation of most FTA programs. Certain programs, however, are the responsibility ofFTA headquarters. You should direct inquiries to either the regional or metropolitan office responsible for the geographic area in which you are located. *See*, Appendix B for contact information.

For further information, visit the FTA Web site: **http://www.fta.dot.gov** or contact FTA headquarters at the following address and phone number:

Federal Transit Administration
Office of Communication and Congressional Affairs
1200 New Jersey Avenue, SE
Washington, DC 20590
Phone: 202-366-4043
Fax: 202-366-3472

4. BACKGROUND. Because FTA awards a substantial amount ofFederal assistance to support public transportation through its grants and cooperative agreements, Federal laws and regulations require FTA to ensure that its recipients use that Federal assistance prudently and in compliance with all applicable Federal requirements. While FTA's enabling legislation includes several provisions governing recipient procurements financed with FTA assistance (third party contracts), other government-wide Federal requirements seek to ensure fair and economical procurements when Federal assistance is expended.

5. DEFINITIONS. All definitions in 49 U.S.C. Section 5302 apply to this circular. The following additional definitions are provided:

   a. Approval, Authorization, Concurrence, Waiver means a deliberate written statement (transmitted in typewritten hard copy or in an electronic format or medium) of a Federal Government official authorized to permit the recipient to take or omit an action required by the Grant Agreement or Cooperative Agreement for the Project, Master Agreement, or this circular, which action may not be taken or omitted without that permission. Except to the extent that FTA determines otherwise in writing, that approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force, authority, or effect.

   b. Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the recipient's estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. While FTA does not mandate any specific evaluation factors, the recipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery

schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program.

c. Cardinal Change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract.

d. Change Order means an order authorized by the recipient directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor.

e. Common Grant Rules, for purposes of this circular, means:

(1) DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments, and

(2) DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 CFR Part 19, which apply to Federal grants and cooperative agreements with non-governmental recipients of Federal assistance.

f. Constructive Change means an act or omission by the recipient that, although not identified by a "change order," does in fact cause a change in the contract work.

g. Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA takes an active role or retains substantial control, as described in 31 U.S.C. Section 6305.

h. Design-Bid-Build Project means a construction project under which a recipient commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for construction, by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.

1. Design-Build Project, as defined in 49 U.S.C. Section 5325(d)(1), means (1) a project under which a recipient enters into a contract with a seller, firm, or consortium of firms to design and build a public transportation system, or an operable segment of such system, that conforms to specific performance criteria; and (2) may include an option to finance, or operate for a period of time, the system or segment or any combination of designing, building, operating, or maintaining such system or segment. Apart from the

definition at 49 U.S.C. Section 5325(d)(1), a "design-build project" also means a construction project under which a recipient enters into a contract with a seller, firm, or consortium of firms both to design and construct a public transportation facility that is the subject of the project.

J. Electronic Commerce (E-Commerce) consists of electronic techniques for accomplishing business transactions including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.

k. Force Account means the recipient's own labor forces and equipment, as discussed in this circular in the context of performing project work.

1. FTA means the Federal Transit Administration.

m. Full and Open Competition means that all responsible sources are permitted to compete.

n. Governmental Recipient means a recipient that must comply with the Common Grant Rule at 49 CFR Part 18. This includes a State or local government or a federally recognized Indian tribal government, as defined in this section of this Chapter.

o. Grant means the instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA does not take an active role or retain substantial control, as described in 31 U.S.C. Section 6304.

p. Indian Tribal Government means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community, including any Native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 43 U.S.C. Section 1602, certified by the Secretary of the Interior as eligible for the special programs and services provided by him or her through the Bureau of Indian Affairs.

q. Joint Procurement (sometimes informally referred to as "cooperative procurement") means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule or contract, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract.

We recognize that some will use the term "cooperative procurement" informally to refer to arrangements we designate as "joint procurement." We also recognize that this may cause confusion with the very different arrangements for the U.S. General Services

Administration's (GSA) "Cooperative Purchasing Program" and with similar State or local government purchasing programs that the State or local government might refer to as "cooperative."

r. Local Government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government. This term does not include a local public institution of higher education.

s. Master Agreement means the FTA document incorporated by reference and made part ofFTA's standard grant agreements and cooperative agreements, that contains the standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA.

t. Non-Governmental Recipient means a recipient that must comply with the Common Grant Rule at 49 CFR Part 19. This includes a public and private institution of higher education, a public or private hospital, and any other quasi-public or private non-profit organization such as, but not limited to, a community action agency, research institute, educational association, and health center. FTA reserves the right to apply the requirements of 49 CFR Part 19 to a commercial organization, a for-profit organization, a foreign or international organization (such as an agency of the United Nations), and an individual. The term does not include a government-owned contractor-operated facility or research center providing continued support for mission-oriented, large-scale programs that is government-owned or controlled, or is designated as a federally funded research and development center.

u. Project Labor Agreement (PLA) means an agreement between the contractor, subcontractors, and the union(s) representing workers. Under a PLA, the contractor, subcontractors, and union(s) working on a project agree on terms and conditions of employment for the project, establishing a framework for labor-management cooperation to advance the buyer's procurement interest in cost, efficiency, and quality.

v. Property, as used in this circular, includes real property consisting of land and buildings, structures, or appurtenances on land, equipment, supplies, other expendable property, intellectual property, and intangible property.

w. Public Transportation means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include schoolbus, charter, sightseeing, or intercity bus transportation, or intercity passenger rail transportation provided by the entity described in 49 U.S.C. Chapter 243, AMTRAK, (or a successor to such entity).

x. Recipient means the public or private entity to which FTA awards Federal assistance through a grant, cooperative agreement, or other agreement. The recipient is the entire legal entity even if only a particular component of the entity is designated in the document through which FTA has awarded the Federal assistance. The term "recipient" includes "grantee," which is a "recipient" of Federal grant assistance. The term "recipient" also includes each member of a consortium, joint venture, team, or partnership awarded FTA assistance through a grant, cooperative agreement, or other agreement.

For the purposes of this circular, "recipient" also includes any subrecipient or subgrantee of the recipient. Furthermore, a recipient is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of this circular, and that each of its subrecipients is aware ofthe Federal statutory and regulatory requirements that apply to its actions as a subrecipient.

Neither a third party contractor nor a third party subcontractor is a "recipient" for purposes of this circular.

y. Revenue Contract means a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation related activity, or creating business opportunities involving the use of FTA assisted property.

z. State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands, or any agency or instrumentality of a State exclusive of local governments. "State" does not include any public and Indian housing agency under the United States Housing Act.

aa. State or Local Government Purchasing Schedule or Purchasing Contract means an arrangement that a State or local government has established with multiple vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities and others it might include in its programs, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the GSA's Cooperative Purchasing Program available for Federal Government use. If, at a later date, the State or local government permits others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules. In the alternative the State or local government establishing the schedules might permit the vendor to determine whether or not it wishes to provide others the same contractual arrangement it affords the State or local government that has established the schedules.

We recognize that some will use the term "cooperative" in reference to these State and local programs, possibly because they are somewhat similar to GSA's "Cooperative

Purchasing Program." These programs are distinct from "Joint Procurement" as defined this Chapter.

bb. Third Party Contract refers to a recipient's contract with a vendor or contractor, including procurement by purchase order or purchase by credit card, which is financed with Federal assistance awarded by FTA.

cc. Unsolicited Proposal means a proposal that is:

(1) Innovative and unique,

(2) Independently originated and developed by the offeror,

(3) Prepared without the recipient 's supervision, endorsement, direction, or direct involvement,

(4) Sufficiently detailed that its benefits in support of the recipient's mission and responsibilities are apparent,

(5) Not an advance proposal for property or services that a recipient could acquire through competitive methods, and

(6) Not an offer responding to a recipient's previously published expression of need or request for proposals.

dd. Value Engineering means the systematic application of recognized techniques that identify the function of a product or service, establish a value for that function, and provide the necessary function reliably at the lowest overall cost. In all instances, the required function should be achieved at the lowest possible life-cycle cost consistent with requirements for performance, maintainability, safety, security, and aesthetics.

6. FTA'S ROLE. Consistent with the Common Grant Rules' directions to Federal agencies not to substitute their judgment for that of their recipients, FTA does not substitute its judgment for that of its recipients by making third party contract decisions for its recipients. FTA's role in third party procurements complies with the principles of Executive Order No. 13132, "Federalism," August 4, 1999, 5 U.S.C. Section 601 note. The Executive Order directs Federal agencies to refrain from substituting their judgment for that of their State recipients unless the matter is primarily a Federal concern and, to the maximum extent feasible, to permit the States to establish their own standards rather than impose national standards.

To ensure compliance with Federal procurement requirements applicable to FTA projects, PTA will continue to provide guidance and technical assistance to its recipients consistent with its Federal oversight responsibilities.

a. Reliance on the Recipient's Self-Certification. FTA recognizes that most FTA recipients have experience with the third party contracting requirements of the Common Grant Rules. Therefore, FTA will rely primarily on the recipient's annual "self-certification" (usually submitted in the first quarter of each Federal fiscal year) that its procurement system complies with FTA requirements and that the recipient has the technical capacity to comply with Federal procurement requirements. FTA requests each recipient to "self-certify" its procurement system as part of its Annual Certifications and Assurances.

To preclude unnecessary delay of recipient procurements, FTA generally does not conduct preaward reviews of third party contracts or contract specifications as envisioned in the Common Grant Rules, 49 CFR Section 18.36(g)(2) and 49 CFR Section 19.44(e). Instead, FTA relies heavily on the recipient's self-certification of its procurement system.

FTA, however, will review compliance with this circular as part of its routine oversight responsibilities. If FTA becomes aware of circumstances that might invalidate a recipient's self-certification, FTA will investigate and recommend appropriate measures to correct the recipient's deficiencies.

b. Third Party Contract Reviews. Although the Common Grant Rules authorize FTA to conduct preaward reviews, FTA relies on the validity of the recipient's self-certification rather than on preaward review of third party contracts as a whole (except for certain reviews of portions of rolling stock procurements). FTA will rely on periodic, post-award reviews to ensure that the recipient complies with Federal requirements and standards. Should a recipient fail to self-certify its procurement system, however, FTA reserves the right to conduct preaward reviews as provided by the Common Grant Rules. Even if a recipient self-certifies its procurement system, the recipient still may request PTA's preaward review of specific procurements as part ofFTA's technical assistance program. Conversely, ifFTA seeks to review the record of a particular procurement, the recipient must make its procurement documents available for PTA's preaward or post-award review.

c. Procurement System Reviews. Under 49 U.S.C. Section 5307(i), a recipient may request the Secretary of Transportation to approve its procurement system, and FTA may approve that procurement system if it complies with Federal requirements. As required by 49 U.S.C. Section 5307(h), FTA must perform reviews and evaluations of the Urbanized Area Formula Program, including full reviews and evaluations of the performance of each recipient that implement Urbanized Area Formula projects, with specific reference to the recipient's compliance with statutory and administrative requirements.

Accordingly, FTA will perform procurement system reviews as part of its on-going project oversight responsibilities and will perform procurement system reviews for

Urbanized Area Formula Program recipients that self-certify their procurement systems. To assist the recipient in improving its procurement practices, FTA may recommend certain "best practices." In those situations, FTA will identify its recommendations as "advisory." For more information, see FTA's "Procurement Reviews," guidance at the FTA Web site: **http://www.fta.dot.gov/fundingloversight/grants_financing_lOO.html.**

d. Audits. FTA may perform, contract for, or instruct the recipient to obtain specific audits of particular third party contracts to determine whether payments were made in conformance with the terms of the contract, or for other purposes.

e. Training and Technical Assistance. FTA provides procurement training and technical assistance at both regional and national levels by offering various instructional courses, by conducting regional technical assistance conferences, and by providing assistance by a contractor as needed.

f. Master Agreement. From the inception of its electronic award system in Fiscal Year 1995, FTA has incorporated by reference and made part of each FTA grant and FTA cooperative agreement a Master Agreement that FTA issues annually. Along with the standard terms and conditions governing an FTA assisted project, the most recent FTA Master Agreement, typically issued at the beginning of each Federal fiscal year, contains references to substantially all FTA and other cross-cutting Federal laws and regulations that may apply to a federally assisted project. Several of these Federal requirements must be included in third party contracts to the lowest tier necessary, and others will have a direct or indirect effect on the recipient's third party contracts, and therefore should be included in those third party contracts.

g. "Best Practices Procurement Manual" (BPPM). FTA's "Best Practices Procurement Manual" (BPPM) provides suggested procedures, methods, and examples to advise a recipient how it might conduct its third party procurements in compliance with Federal laws and regulations and FTA Circular 4220.1F guidance. These procedures, methods, and examples are based on the Federal acquisition process, U.S. Comptroller General Decisions, and "Best Practices" of recipients of FTA assistance and others in the industry, and FTA encourages recipients to adopt them as needed. Although the BPPM can be a good resource for the recipient to use in conducting FTA assisted procurements, it is not the source of any FTA or Federal requirements and, as such, is not binding on FTA recipients although the underlying Federal laws and regulations from which the BPPM's advice and recommendations are derived will apply. As such, the text of the BPPM is not and should not be treated as an official description of any FTA or Federal requirement. Moreover, although FTA does revise and update the BPPM periodically, FTA cautions each recipient that relying solely on the BPPM may not ensure compliance with all applicable FTA and Federal requirements. You can obtain access to the BPPM at the FTA Web site:

**http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.htmi.**

h. Third Party Procurement Helpline. This Helpline at the FTA Web site provides another resource through which you may submit your third party contracting questions to FTA. To do so, access the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6040.htmi.**

1. "Frequently Asked Questions." To review the Frequently Asked Questions pertaining to third party contracting, access the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6039.htmi.**

J. FTA Offices. You may also contact your FTA regional or metropolitan office or PTA's Office of Administration for assistance. You can find a list ofFTA's regional and metropolitan offices in Appendix B ofthis document.

# II. CHAPTER II

## APPLICABILITY

1. LEGAL EFFECT OF THE CIRCULAR. The Federal Transit Administration (FTA) has developed this circular to assist its recipients and their subrecipients in complying with the various Federal laws and regulations that affect their FTA assisted procurements. FTA considers this circular, in its entirety, to be a guidance document. While this guidance itself does not have the force and effect of Federal law or regulation, it does contain information about Federal laws and regulations for which compliance is mandatory when applicable.

   As guidance, this circular attempts to describe how a recipient or subrecipient ofFTA assistance can comply with those Federal requirements. In some cases, this guidance describes the single method by which an FTA recipient or subrecipient can comply with a specific Federal legal or regulatory requirement. In other cases, Federal laws, regulations, and this guidance provide more flexibility. As guidance, this circular also expresses FTA's preferences about how the procurements it supports should be undertaken. FTA's Master Agreement reflects FTA and the recipient's agreement that FTA's third party contracting circular will apply to its third party contracts. As a guidance document, this circular does not waive any requirements of Federal statutes or regulations restated herein except as permitted by their terms.

   Because this circular is guidance, FTA is willing to consider methods of compliance with Federal laws and regulations other than those described therein. If a recipient identifies an alternative method for complying with an applicable Federal statute and regulation, it may contact FTA before employing that method to ensure that FTA agrees with the alternative proposed. While FTA's prior concurrence is not required, FTA reserves the right to decline to participate in the costs of third party procurements that fail to comply with Federal laws, regulations, or the terms of the recipient's underlying grant or cooperative agreement.

2. APPLICABILITY OF THE CIRCULAR. Unless FTA determines otherwise in writing, this guidance applies when the recipient uses FTA assistance to support its procurements.

   a. Participants in FTA Assisted Procurements. Whether and how the circular applies to a specific participant in an FTA assisted project depends on its relationship to the particular FTA assisted procurement:

      (1) Recipients ofFTA Grants or Cooperative Agreements. The circular applies to each FTA recipient ofFederal assistance, including each grantee and recipient of Federal assistance under a cooperative agreement or an "other agreement" (whether an individual entity or member of a consortium, joint venture, team, or partnership) when it uses FTA assistance for third party contracts. The extent to

which the provisions of this circular apply to a recipient depends on whether the recipient is a State or other than a State.

(a) States. When procuring property and services under a grant or cooperative agreement, a State may use the same procurement policies and procedures that it uses for acquisitions not financed with Federal assistance. At a minimum, the State must comply with the federally mandated requirements on contract term limitations for revenue vehicle purchases, competition, prohibitions against geographic preferences, procurement of architectural engineering (A&E) services, and awards to responsible contractors. The State must also ensure that each purchase order and contract financed with FTA assistance includes all provisions required by Federal statutes and their implementing regulations.

1 Governmental Subrecipients ofthe State. Each State and its governmental subrecipients may use State procurement procedures for their third party contracts. Only those provisions of this circular and the sections of the Common Grant Rule for governmental recipients, 49 CFR Part 18, applicable to the State will apply to procurements by the State's governmental subrecipients.

2 Private Non-Profit Subrecipients of the State. In contrast, the provisions of this circular and the Common Grant Rule for non-governmental recipients, 49 CFR Part 19, will apply to a private non-profit subrecipient of a State.

(b) Recipients and Subrecipients that are not States. This circular applies to third party contractors and subcontractors of all other FTA recipients and their subrecipients, including regional public transportation authorities, that are not a State. Even though a recipient or subrecipient is not a State, it may use its own procurement procedures, if those procedures conform to applicable Federal law and regulations, including the applicable Common Grant Rule.

(2) Subrecipients ofFTA Assistance. This circular also applies to each subrecipient, including each subgrantee (a type of subrecipient), under an FTA grant or cooperative agreement) that enters into contracts with other parties financed with FTA assistance.

(3) Recipients ofBoth Federal Assistance Awarded by FTA and Funds Provided by Another Federal Agency. An FTA recipient that also uses funding provided by another Federal agency or agencies for a third party procurement also supported with FTA assistance must comply with the third party contracting requirements of both FTA and each additional Federal agency providing Federal assistance. If compliance with all Federal requirements is impossible, the recipient should notify the FTA Chief Counsel for resolution. If an FTA recipient finances an acquisition

with funding provided by another Federal agency but not with FTA assistance, this circular would not apply to that procurement.

(4) Recipients of"Other Agreement" Assistance. For "other agreements" authorized by 49 U.S.C. Section 5312(a) for research, development, demonstration, and deployment projects or by 49 U.S.C. Section 5312(b) for joint partnership projects for the deployment of public transportation innovation, this circular may be used as an initial starting point from which to consider the Federal requirements and other provisions that should be adopted for the project, and the other standard Federal requirements that should be modified or waived to achieve FTA's and the recipient's objectives.

(5) Third Party Contractors and Subcontractors.

(a) Status. Neither third party contractors nor third party subcontractors are "recipients" or "subrecipients" for purposes of this circular. Consequently, third party contractors are not directly covered by this circular, the Common Grant Rules at 49 CFR Parts 18 and 19, or FTA's "Best Practices Procurement Manual" (BPPM) in awarding their subcontracts.

(b) Effect of Federal Requirements. However, each third party contractor and subcontractor is required to comply with the terms of its third party contract or subcontract, including requirements to extend those federally required clauses and provisions to its subcontractors at the lowest tier required. For that reason, this circular, the Common Grant Rules at 49 CFR Parts 18 and 19, and the BPPM do provide useful information to a third party contractor and third party subcontractor about the constraints under which a recipient may enter into a third party contract financed with FTA assistance.

b. Project Types and Third Party Contracts. With limited exceptions, FTA's Master Agreement reflects FTA and the recipient's agreement that FTA's third party contracting circular will apply to its third party contracts. The extent to which this circular applies to a recipient's contract depends on the character ofthat contract and the project which it supports.

(1) Capital Contracts. The provisions of this circular apply to most third party capital contracts except as listed below:

(a) Capital Contracts Financed Entirely Without Federal Assistance. The provisions of this circular do not apply to a recipient's capital contracts that can be demonstrated to be entirely financed without FTA assistance or other Federal funds even if those contracts supplement an FTA assisted capital project.

(b) Art. Procurements of art works and the services of artists are now included in this circular at Chapter IV, Subsection 4.g. These procedures are consistent with the procurement procedures of FTA Circular 9400.1A, "Federal Transit Administration Design and Art in Transit Projects," dated 06-09-95. FTA's "Best Practices Procurement Manual" still includes extensive non-binding suggestions and advice on procuring art works and the services of artists. FTA also has a Web site dedicated to art issues at **http://www.fta.dot.gov/publications/reports/other_reports/about_FTA_lO641.html.**

(c) Over-the-Road Bus Accessibility Program. Section 3038 of the Transportation Equity Act for the 21st Century 1998 (TEA-21), as amended by Section 3039 ofSAFETEA-LU, 49 U.S.C. Section 5310 note, authorizes the Over-the-Road Bus Accessibility Program to provide Federal assistance to private for-profit companies for the incremental costs of wheelchair lift equipment and the necessary training to implement DOT's accessibility requirements for over-the-road buses. FTA has determined that the provisions of this circular and the Common Grant Rules do not apply to the acquisition of FTA assisted property or services under that program. As a result, FTA's annual notice of availability of funds for that program does not refer to Common Grant Rule procurement requirements or this circular. The provisions of this circular and the Common Grant Rule at 49 CFR Part 19, however, apply to any over-the-road buses and related equipment for them acquired under another FTA program.

(d) Real Property. Procurements of real property consisting of land and any existing buildings and structures on that land are generally beyond the scope of this circular. Real property acquisition is addressed in DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Sections 4601 *et seq.*, which provide protections for owners and lessees of real property to be acquired as part of an FTA assisted project. More guidance is included in the most recent edition of FTA Circular 5010.1, providing "Grant Management" guidance

The third party contracting provisions of this circular, however, do apply to FTA assisted construction ofbuildings, structures, or appurtenances that were not on land to be used for the project when that land was acquired. The third party contracting provisions of this circular also apply to any alterations or repairs to buildings or structures existing on that land when that land was acquired or made available for the FTA assisted project.

(2) Operations Contracts. FTA has reviewed its policies with respect to operations procurements undertaken by FTA recipients and their subrecipients and has adopted the following policies:

(a) Operations Contracts Financed With FTA Assistance. The provisions of this circular continue to apply to contracts in support of a recipient's or subrecipient's operations financed with FTA assistance.

(b) Operations Contracts Financed Entirely Without FTA Assistance. FTA has determined that its third party contracting requirements will not apply to operations contracts that recipients and their subrecipients finance entirely without FTA assistance. Notwithstanding any other provision of this circular, however, a recipient that enters into third party contracts for operations or planning must comply with the requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, applicable to those contracts, regardless of how or whether it intends to use its FTA assistance for contracts or other purposes. Specifically, a recipient required to have a Disadvantaged Business Enterprise (DBE) program may not structure its operations expenditures so that an unreasonable proportion of contracts that could be performed by DBEs are removed from its DBE program. Other Federal regulations issued by FTA, DOT, or other Federal agencies may also apply a third party contractor, either directly as a covered entity or when the third party contractor is expected to perform activities on behalf of another entity or the Federal Government.

(3) Preventive Maintenance Contracts. Third party contracts for preventive maintenance are eligible for FTA capital assistance. This circular applies to a recipient's preventive maintenance contracts financed with FTA assistance. If a recipient uses its FTA assistance to support specific preventive maintenance contracts that are separate and distinct from its other maintenance or operations contracts, and if, through its accounting procedures, a recipient can allocate and trace all its Federal assistance for capital preventive maintenance to those separate and distinct preventive maintenance contracts, this circular applies only those specific FTA assisted contracts. If, however, the recipient applies its Federal capital assistance for preventive maintenance as a percentage of its total maintenance costs, and the recipient cannot allocate all of its Federal assistance for capital maintenance to specific preventive maintenance contracts that are separate and distinct from its other maintenance or operations contracts, this circular applies to all the recipient's preventive maintenance contracts, even if specific maintenance or operations contracts were financed wholly without FTA assistance.

(4) Revenue Contracts. A revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose

of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the recipient should conduct its revenue contracting as follows:

(a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

(b) Open Contract Opportunities. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

In the case of joint development, as explained below, FTA will work with the recipient to determine appropriate procedures, as necessary.

(5) Joint Development. Many public transportation agencies form partnerships with the private sector in order to promote real estate development in and around transit facilities, which is often referred to as "joint development." Although FTA joint development projects are primarily a means to provide private capital to transit projects, joint development projects combine aspects of federally assisted construction and revenue contracting. FTA has published joint development guidance, including third party contracting guidance in a "Notice of Final Agency Guidance on the Eligibility of Joint Development Improvements under Federal Transit Law," 72 FR 5788, February 7, 2007. Section VI of the Joint Development guidance addresses FTA's third party contracting requirements.

(a) Construction Contracts. This circular applies to FTA assisted construction aspects of a joint development project.

(b) Revenue Contracts. FTA will work with the recipient on a case-by-case basis to craft approaches suitable for revenue contracts as defined in this circular. FTA's concern is that procedures used satisfy Federal statutory and regulatory requirements for competition while preserving the benefits of joint development to the maximum possible extent.

(c) Other Contracts. If a contract between a recipient and a third party involving a joint development project is not a construction contract or a revenue contract as defined in this circular, then that contract is not covered by PTA's third party contracting provisions. For example, third party contracts to manage, operate, or maintain intercity bus or intercity rail terminals, or tenancy agreements with third party intercity bus or intercity rail operators are the types of operations contracts not covered by FTA's third party contracting provisions. Nevertheless, even in situations not covered by the third party contracting provisions, FTA generally favors full and open competition.

(6) Public-Private Partnerships. A Public-Private Partnership (PPP) is a formal contractual arrangement between a public recipient and one or more private partners establishing a mechanism for procuring property and services under which the private sector assumes some of the public sector's customary role in the planning, financing, design, construction, operation, and maintenance of a transportation facility compared to traditional procurement methods, many of which activities are generally controlled by the public sector partner. As part of PTA's interest in fostering PPPs, FTA is considering which procurement and other requirements may be modified to simplify project implementation, including procurement requirements that are redundant with private sector safeguards, incentives, and obligations. While a recipient that has not formed a PPP may use some of the contract delivery arrangements or project delivery systems listed below, FTA is considering the implications for PPPs that use the following types of contracting delivery arrangements or project delivery systems, including, but not limited to:

(a) Design-Build,

(b) Design-Build with a Warranty,

(c) Construction Manager at Risk,

(d) Design-Build-Operate-Maintain,

(e) Design-Build-Finance-Operate,

(f) Build-Operate-Transfer,

(g) Build-Own-Operate, and

(h) Full Delivery or Program Management.

For a description of these types of PPPs, see FTA "Notice of establishment of Public-Private Partnership Pilot Program; solicitation of applications," 72 FR 2583, esp. 2584, 2585-2591, January 19, 2007.

As a starting point, PTA expects the parties to the PPP to apply the requirements of this circular to PTA assisted projects they undertake. A PPP recipient seeking an exception from specific provisions of this circular should contact the FTA Project Manager. PTA will work with the recipient to craft processes as necessary to satisfy the statutory and regulatory requirements for competition when PTA assistance is used while preserving the benefits of the innovative contracting strategy proposed to the maximum possible extent.

(7) Transactions Involving Complex Financial Arrangements. If a public transportation project involves the services of an "arranger" or similar facilitator, and those services will be financed with Federal assistance or the proceeds from the use of property supported with PTA assistance, PTA expects the recipient to use competitive procedures to select the "arranger." If, however, a public transportation project involves the services of an "arranger" or similar facilitator whose services will not be financed with Federal assistance or the proceeds from the use of property acquired with PTA assistance, PTA encourages, but does not require, competition in the selection of that arranger.

FTA also encourages the recipient to impose whatever conflict of interest provisions in its contract with the arranger the recipient may believe desirable. After the arranger is selected and then develops a transaction involving FTA assisted assets, PTA requires competition to the extent permissible in view of the limitations of securities regulations.

(8) Force Account. FTA third party contracting guidance does not apply to a recipient's use of its own forces to perform project work.

3. FEDERAL LAWS AND REGULATIONS. Each recipient and subrecipient must comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to PTA recipients and their FTA assisted procurements.

a. Common Grant Rules. The following government-wide regulations (frequently referred to as the "Common Grant Rules") contain the most comprehensive Federal requirements applicable to PTA's assistance programs:

(1) Governmental Recipients. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CPR Part 18, apply to governmental recipients (apart from institutions of higher education) and Indian tribes, and

(2) Non-Governmental Recipients. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 CFR Part 19, apply to private

non-profit entities, institutions ofhigher education and, ifFTA so determines, to private for-profit organizations.

b. Federal Acquisition Regulation. The Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, does not apply to federally assisted procurements, absent Federal laws or regulations to the contrary. In the case of FTA programs, FAR Part 31 cost principles apply to grants and cooperative agreements with private for-profit entities. Audits of A&E services listed in 49 U.S.C. Section 5325 must be carried out under FAR Part 31 cost principles. Nevertheless, in the absence of other guidance, FAR standards may prove useful if the recipient's circumstances are suitable for application of the specific FAR provision under consideration.

c. Other Federal Requirements. In addition to the Common Grant Rules, each FTA recipient must comply with applicable Federal transit laws and implementing regulations not addressed in the Common Grant Rules, and with other Federal cross cutting statutes and regulations that affect what a recipient may acquire.

(1) Compilation in the Master Agreement. Citations to most Federal requirements are included in the latest edition ofFTA's Master Agreement, typically issued at the beginning of each Federal fiscal year, which includes comprehensive information about Federal laws and regulations that may apply to an FTA assisted project. FTA strongly encourages participants in FTA assisted projects to review the Master Agreement when making its procurement decisions. *See*, Chapter I, subsection 6.f of this circular for additional information about the Master Agreement.

(2) Conflicting Federal Requirements. Requirements of the various Federal agencies that may be involved in the project will sometimes differ, with the result that FTA expects the recipient to comply with all those differences. If compliance with all applicable Federal requirements is impossible, the recipient should notify the FTA Chief Counsel for resolution.

d. Waivers. Requests for waivers of Federal requirements should be addressed to the Federal Transit Administrator

4. STATE AND LOCAL LAWS AND REGULATIONS. The Common Grant Rules provide that recipients and subrecipients will use their own procurement procedures that comply with applicable State and local laws and regulations, and also comply with applicable Federal laws and regulations.

a. Inadequate State and Local Requirements. If State or local laws or regulations do not address a particular aspect of procurement adequately, Federal direct procurement principles may often (but not always) provide useful guidance.

b. Conflicts between Federal Requirements and State or Local Requirements. If Federal requirements conflict with State or local requirements, the recipient should provide written notification promptly to either the FTA Regional Counsel for the region in which the project takes place or the FTA Assistant Chief Counsel for General Law in the case of projects administered by FTA headquarters staff. FTA will then work with the recipient to make appropriate arrangements to proceed with the project. If unsuccessful, then FTA reserves the right to amend or terminate Federal assistance for the underlying Project.

# III. CHAPTER III

## THE RECIPIENT'S RESPONSIBILITIES

1. WRITTEN STANDARDS OF CONDUCT. The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees that are engaged in or otherwise involved in the award or administration of third party contracts.

   a. Personal Conflicts ofInterest. As provided in the Common Grant Rules and in the Federal Transit Administration (FTA) Master Agreement, no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

   b. Gifts. The recipient's officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The recipient may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

   c. Violations. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the recipient's officers, employees, agents, board members, or by contractors, subcontractors, or subrecipients or their agents.

2. SELF-CERTIFICATION. FTA expects each recipient to self-certify that its procurement system complies with Federal requirements for any FTA assisted third party contract the recipient undertakes and administers.

3. THIRD PARTY CONTRACTING CAPACITY. As part of an FTA recipient's obligation to maintain adequate technical capacity to carry out its project and comply with the Common Grant Rules, the recipient's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, State, and local requirements. The Common Grant Rules require the recipient to maintain a contract administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local requirements. Many FTA recipients assign contracting duties to technical, financial or management personnel. If the recipient lacks qualified personnel within its organization to undertake the various procurement tasks, such as drafting specifications, evaluating contracts, or performing internal audits for the

recipient, FTA expects the recipient to acquire the necessary services from sources outside the recipient's organization. When using outside sources, the recipient should take appropriate steps to prevent or mitigate organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage.

a. Written Procurement Procedures. The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. The recipient's procurement procedures are expected to address:

(1) Solicitations. The following standards apply to solicitations:

(a) Clear Descriptions. A clear and accurate description of the technical requirements for the material, product, or service to be procured is required (discussed further in Chapter VI of this circular).

(b) Nonrestrictive Specifications. In competitive procurements, the description may not contain features that unduly restrict competition. Notably, FTA may not finance procurements that use exclusionary or discriminatory specifications (discussed further in Chapter VI of this circular).

(c) Quality Requirements. A description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the recipient's intended use (discussed further in Chapter VI of this circular).

(d) Preference for Performance Specifications. The Common Grant Rule for governmental recipients advises the recipient that"[d]etailed product specifications should be avoided if at all possible." The Common Grant Rule for non-governmental recipients advises the recipient to describe technical requirements in terms of "functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards" (discussed further in Chapter VI of this circular).

(e) Brand Name or Equal. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named brand which must be met by offerors of"an equal" proposal must be clearly stated (discussed further in Chapter VI of this circular).

The Common Grant Rule for non-governmental recipients further requires (and governmental recipients should have) written procurement procedures that address:

(2) Necessity. The recipient's need for the property or services (discussed further in Chapter VI of this circular).

(3) Lease versus Purchase. The use of lease or purchase alternatives to achieve an economical and practical procurement (discussed further in Chapter IV of this circular).

(4) Metric Usage. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement (discussed further in Chapter IV of this circular).

(5) Environmental and Energy Efficiency Preferences. A preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment, and are energy efficient (discussed further in Chapter IV of this circular).

The recipient's procurement procedures should also address the following matters:

(6) Procurement Methods. What procurement methods may be used (discussed further in Chapter VI of this circular).

(7) Legal Restrictions. Any Federal, State, or local restrictions on the recipient's acquisitions (discussed further in Chapter IV ofthis circular).

(8) Third Party Contract Provisions. The specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to its subcontractors to the extent required (discussed further in Chapter IV of this circular).

(9) Sources. The availability and use ofvarious sources of property and services (discussed further in Chapter V of this circular).

(10) Resolution of Third Party Contracting Issues. Procedures to resolve third party contracting issues (discussed further in Chapter VII of this circular).

b. Adequate Third Party Contract Provisions. The Common Grant Rules require that all third party contracts include provisions adequate to form a sound and complete agreement. Compliance with Federal laws and regulations will usually result in the addition of many other contract provisions to ensure compliance with those laws and regulations. *See*, Chapter IV of this circular for requirements applicable to third party contractors and the property and services those third party contractors agree to provide.

c. Industry Contracts. The recipient should take special care when using an industry developed contract or contract that may be provided by a bidder or offeror. Not only may that contract lack the required Federal provisions, but its terms may also be unfavorable to the recipient. FTA does not intend to prohibit the use of industry forms, specifications, or contract terms when their use would benefit the recipient and would accommodate Federal requirements. Instead, FTA intends to remind the recipient to use industry developed forms, specifications, or contract terms cautiously.

d. Record Keeping. The Common Grant Rules require the recipient to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. The Common Grant Rules require the recipient to maintain these records for three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed. The recipient must also prepare, maintain, and distribute the following documents as necessary:

(1) Procurement History. The Common Grant Rules require the recipient to maintain and make available to FTA written records detailing the history of each procurement, as follows:

(a) Procurement Method. A governmental recipient must (and a non-governmental recipient should) provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive, while a non-governmental recipient need only provide a justification for lack of competition when it does not obtain competitive bids or proposals for contracts exceeding the simplified acquisition threshold;

(b) Contract Type. A governmental recipient must (and a non-governmental recipient should) state the reasons for selecting the contract type it used (fixed price, cost reimbursement, and so forth);

(c) Contractor Selection. A governmental recipient must state its reasons for contractor selection or rejection. FTA expects the recipient to include a justification for each noncompetitive award. For procurements exceeding the small purchase threshold, a non-governmental recipient must state its reasons for contractor selection, but need not state its reasons for contractor rejection. Each recipient should include a written responsibility determination for the successful contractor; and

(d) Cost or Price. Each recipient must evaluate and state its justification for the contract cost or price.

(e) Reasonable Documentation. The extent of documentation should be reasonable. Documents included in a procurement history should be

commensurate with the size and complexity of the procurement itself. FTA recognizes that these written records will vary greatly for different procurements. For example, a receipt or bill accompanying a $100 credit card purchase might contain all of the required information to support that procurement. Procurements that are more substantial may require extensive documentation.

(2) Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

e. Special Notification Requirements for States. For many years, various Federal appropriations laws imposed notification requirements on all recipients of Federal assistance awards exceeding $500,000. Currently, notification requirements have been limited to States, but the $500,000 threshold has been removed. Therefore, each State must include provisions in all its requests for proposals, solicitations, Federal assistance applications, fonns, notifications, press releases, or other publications involving FTA assistance, stating that FTA is or will be providing Federal assistance for the project, the amount ofFederal assistance FTA has provided or expects to provide, and the Catalog of Federal Domestic Assistance (CFDA) Number of the program that authorizes the Federal assistance. FTA interprets the statute to require that subrecipients, lessees, or third party contractors of the State at any tier also comply with those notification requirements. Because appropriations laws expire annually and these provisions have not been enacted as permanent legislation or even appear consistently in the same appropriations acts, it is necessary to review the various Federal appropriations acts for the applicable fiscal year to determine the required level of notification. FTA's Master Agreement incorporates the notification requirements in effect when that Master Agreement is issued.

f. Use of Technology/Electronic Commerce. Along with other technology the recipient may choose to employ, the recipient may use a well-structured Electronic Commerce system to conduct third party procurements.

(1) Sufficient System Capacity. The recipient's electronic system must have sufficient system capacity necessary to accommodate all Federal requirements, including applicable accessibility requirements, for full and open competition.

(2) Written Procedures. The recipient must establish adequate written procedures before any solicitation takes place. Those procedures must be sufficient to ensure that all the information FTA requires for project administration is entered into the recipient's electronic system and can be made readily available to FTA as needed.

(3) Uses. The recipient may undertake third party procurements through:

(a) Standard Bidding and Proposal Procedures. Standard procurement procedures may be implemented through an electronic medium or resource to the extent ofthe system's capacity.

(b) Electronic Bidding and Reverse Auctions. FTA recipients may use electronic bidding and reverse auctions.

1 Value. Procurements with a value of $100,000 or less may be conducted through electronic bidding or reverse auctions. If permitted under State or local law, procurements with a greater value may also be conducted through electronic bidding or reverse auctions. The recipient may acquire the services of a contractor to manage electronic bidding and conduct reverse auctions.

.f. Procedures. Although neither FTA nor the Office of Federal Procurement Policy have established a formal definition of "reverse auction" or formal procedures for reverse auctions for Federal Government or Federal assistance purposes, the U.S. Comptroller General has approved the following procedures for reverse auctions of less than $100,000:

Notification. The buyer "will notify potential participants of an upcoming auction, specifying the time that the auction will start and close."

.Q Bid or Quote Submission. Those who choose to participate will submit bids or quotations to the online auction Web site.

.£ Information Displayed During the Auction. During the auction, the Web site will display the property to be inspected, the current lowest quotation, and the time remaining in the auction.

.Q Information Not Displayed During the Auction. The Web site will not display the names of vendors, any other identifying information, or the time at which quotations were submitted.

Information Displayed at the End of the Auction. At the close of the auction, competing vendors will be able to view all submitted quotations, as well as the winning quotation, and a purchase order will be sent to the winning vendor.

f Information Provided at the End of the Auction. The buyer will provide the name of the winning vendor and its quotation to unsuccessful vendors, but not the identity of the unsuccessful vendors.

4. AUDIT. A third party contract audit can be an important tool for managing procurements. In addition to special audits PTA may initiate, the recipient may find it desirable to perform an audit of one or more specific third party contracts as part of its own management process. The firm performing the recipient's federally required single annual audit may also recommend the audit of a specific third party contract.

   a. The Recipient's Auditors. In some cases, the recipient has sufficient qualified personnel to perform the third party contract audits it needs. In the alternative, the recipient may engage a qualified independent accountant or accounting firm to perform its audit responsibilities.

   b. Independent Auditors. The recipient's personnel will not be able to perform certain audits required by the Federal Government, such as audits required by the Single Audit Act of 1984, as amended, 31 U.S.C. Sections 7501 *et seq.* and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" as revised. If the Federal Government requires additional audits, it may also be necessary for the recipient to engage independent auditors not performing other work for the recipient. See also Chapter IV, subparagraph 2.b(19)(a) of this circular.

   c. Federal Audit Agencies. The Federal Government maintains a continuing Federal audit capability at certain contractor locations. On occasion, these auditors may be used to audit an PTA recipient's third party contracts. In other circumstances, an audit by a Federal agency may best serve the interests of the Federal Government and the recipient. This can be true of audits to determine a contractor's provisional overhead (burden) and General & Administrative (G&A) rates that need to be verified by audit for specific contract periods. Federal audit services, however, might not be available when needed; then the recipient will need to obtain the services of an independent private auditing firm that can perform the audit soon after an audit is requested.

5. FRAUD. As a reminder, 49 U.S.C. Section 5323(1) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CPR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

# IV. CHAPTER IV

## THE RECIPIENT'S PROPERTY AND SERVICES NEEDS AND FEDERAL REQUIREMENTS AFFECTING THOSE NEEDS

1. DETERMINING THE RECIPIENT'S NEEDS. To support a third party contract with Federal assistance awarded by the Federal Transit Administration (FTA), the Common Grant Rules require the recipient to adopt adequate procedures for determining the type and amount of property and services it needs to acquire:

   a. Eligibility. The property and services to be acquired must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. For example, FTA prohibits the use of capital assistance for the recipient's operations expenses. IfFTA assistance will be used to finance the cost ofproperty or services, the property or services must be within the scope of the specific project from which that FTA assistance will be derived.

   b. Necessity. The Common Grant Rules require the recipient to establish procedures to avoid the purchase of unnecessary property and services (including duplicative items and quantities or options it does not intend to use or whose use is unlikely). In monitoring whether a recipient has complied with its procedures to determine what property or services are unnecessary, FTA bases its determinations on what would have been a recipient's reasonable expectations at the time the recipient entered into the contract.

      (1) Unnecessary Reserves. FTA expects the recipient to limit the acquisition of federally assisted property and services to the amount it needs to support its public transportation system. In particular, FTA seeks information about the recipient's fleet to ensure that the recipient does not acquire more vehicles than it needs for public transportation service in its service area. Further guidance on spare ratios is contained in the most recent versions ofFTA Circular 5010.1 providing Grant Management guidance, FTA Circular 9030.1 providing Urbanized Area Formula Program guidance, and FTA Circular 9300.1 providing Capital Investment Program guidance.

      (2) Acquisition for Assignment Purposes. The recipient may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for small procurements.

         (a) General Prohibition. The recipient may contract only for its current and reasonably expected public transportation needs, and may not add quantities

or options to third party contracts solely to permit assignment to another party at a later date.

(b) Changes in the Recipient's Needs. FTA recognizes that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. A recipient's later needs might decrease due to changed circumstances or honest mistakes. In those situations, the recipient may assign its unneeded contract authority to another entity that would like to acquire the property or services.

(c) Exceptions. These limits on assignments, however, do not preclude:

1 Joint Procurements. Two or more recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements, as discussed more fully in Chapter V, section 3 of this circular.

2 State or Local Government Purchasing Schedules or Purchasing Contracts. A State or local government may enter into contracts that support its purchasing schedules or purchasing contracts established as discussed more fully in Chapter V, section 4 of this circular.

c. Procurement Size. The recipient should consider whether to consolidate or break out the procurement to obtain a more economical purchase.

(1) Joint Procurements. It may be economically advantageous for a recipient to enter into a joint procurement with others that have similar needs. The recipient responsible for undertaking the joint procurement may, upon contract award, assign to the other participants responsibilities for administering those parts of the contract affecting their property or services. Participation in a joint procurement, however, does not relieve any participating recipient from the requirements and responsibilities it would have if it were procuring the property or services itself, and does not relinquish responsibility for the actions of other participants merely because the primary administrative responsibility for a particular action resides in an entity other than in itself.

(2) Small Procurements. In other circumstances, breaking out procurements may provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate. As stated in paragraph l.b(2) of this Chapter, the FTA expects the recipient to ensure that it contracts only for its current and reasonably expected needs. Absent efforts to foster greater opportunities for DBEs, small and minority firms, and women's business enterprises, the recipient should not split a large procurement merely to gain the advantages of small purchase procedures available for federally assisted

procurements of $100,000 or less ($100,000 is the current Federal "simplified acquisition" threshold).

d. Options. The recipient's contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of this circular contains procedures for evaluating options.

e. Lease versus Purchase. To obtain the best value, the recipient should review lease versus purchase alternatives for acquiring property and, if necessary, should obtain an analysis to determine the more economical alternative. The recipient may use FTA capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the recipient may lease an asset, FTA regulations, "Capital Leases," 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.

f. Specifications. Typically, the recipient is responsible for preparing specifications that describe its needs while assuring that those specifications are not exclusionary, discriminatory, unreasonably restrictive, or otherwise violate Federal laws or regulations. In general, specifications should clearly describe the property or services to be procured and state how the bids or proposals will be evaluated. For additional guidance, see section 2 of this Chapter, and Chapter VI, section 3 of this circular.

2. FEDERAL REQUIREMENTS THAT MAY AFFECT A RECIPIENT'S ACQUISITIONS. Before a recipient may use FTA assistance to support the acquisition ofproperty or services, it must comply with all applicable Federal laws and regulations, whether or not addressed in the Common Grant Rules. Some of those laws and regulations will affect the third party contractor providing the property or services, or even determine which entities may qualify as a third party contractor. Other laws and regulations will affect the nature of the property or services to be acquired or the terms under which the property or services must be acquired. A recipient may not use FTA assistance to support acquisitions that do not comply with all applicable Federal requirements.

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. A recipient will also need to include applicable Federal requirements in each subagreement, lease, third

party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies.

The recipient may also use the checklists in Appendix C of this circular as a reminder of Federal requirements, and the matrices in Appendix D of this circular for a list of clauses and provisions required by Federal laws and regulations. The recipient may also refer to the Model Clauses in FTA's "Best Practices Procurement Manual" but cautions the recipient also to check the latest edition ofFTA's Master Agreement to determine which provisions have been added, changed, or rescinded.

Some ofthe more typical requirements and restrictions that will affect the use ofFTA assistance to finance a recipient's third party contracts include:

a. Contractor Qualifications. The following Federal laws and regulations may affect contractor selection:

(1) "Responsibility" Requirements. In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. Section 5325U) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Moreover, SAFETEA-LU now requires a recipient entering into a fixed guideway project contract to consider the contractor's past performance, including information reported in FTA's required Contractor Performance Assessment Reports, 49 U.S.C. Section 5325(j)(2)(C).

(2) Debarment and Suspension. Debarment and suspension regulations and guidance include the following:

(a) DOT Debarment and Suspension Regulations. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. *See*, 2 CFR Part 1200. Thus, the recipient must apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Govemmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

(b) General Services Administration (GSA) Excluded Parties List System. Even though the recipient may collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS) maintained by the GSA and available at the Web site it maintains: **http://www.epls.gov/** before awarding a third party contract.

(c) State Debarment and Suspension Lists. A recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nomesponsible and ineligible for contract award.

(3) Conflict of Interest. The Common Grant Rules require the recipient to be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage, as discussed more fully in Chapter VI, paragraph 2.a(4)(h).

(4) Lobbying Certification and Disclosure. Ifthe third party contract will exceed $100,000, the recipient must obtain a lobbying certification before awarding the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. *See,* DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352.

(5) Federal Civil Rights Laws and Regulations. Each FTA recipient has agreed that it and its third party contractors at each tier will comply with:

(a) Federal Egual Employment Opportunity (EEO) Requirements. These include, but are not limited to:

1 Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. Section 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2 Prohibition Against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, October 13, 1967, that prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

(b) Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

(c) Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 *et seq.*, and Department ofHealth and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, also prohibit employment discrimination against individuals on the basis of age.

(d) Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

(6) Socio-Economic Development. Each FTA recipient must comply with applicable Federal laws and regulations that provide competitive opportunities for a contractor that qualifies as a disadvantaged business enterprise (DBE), minority owned firm, women's business enterprise, or small business.

(a) Disadvantaged Business Entemrises (DBES). Section 1101(b) ofthe Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended (SAFETEA-LU) requires FTA to make available at least 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. Each FTA recipient assists FTA in meeting this national goal. To receive FTA assistance, each FTA recipient must comply with applicable requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. If the recipient is required to have a DBE program, the third party contracts that the recipient has included in its DBE program determine

whether the recipient meets the DBE threshold for goal setting, and the goal if the threshold is met.

(b) Small and Minority Firms and Women's Business Enterprises. The Common Grant Rules require each recipient and subrecipient to take steps to ensure that it uses small and minority firms and women's business enterprises (irrespective of whether they qualify as DBEs) to the fullest extent practicable. Although the Common Grant Rule for governmental recipients includes labor surplus area firms in the category of firms authorized for special treatment, this circular does not include them because Section 7101(a) of the Federal Acquisition Streamlining Act of 1994, 15 U.S.C. Section 644 note, enacted after publication of the Common Grant Rule for governmental recipients removed nearly all labor surplus area preferences.

1 Notice. The Common Grant Rules require each recipient to make information about procurement opportunities available to potentially qualified firms. Each governmental recipient is directed to include these contractors on solicitation lists and request their participation when they are potential sources.

2 Contract Size. To foster greater participation of small and minority firms and women's business enterprises, the Common Grant Rule for governmental recipients directs the governmental recipient to divide its total contracting requirements into small tasks or quantities, when economically feasible. The Common Grant Rule for non-governmental recipients encourages the non-governmental recipient to contract with consortia when a contract is too large for one of these firms to handle individually.

J Delivery Schedule. The Common Grant Rules require the recipient to specify delivery schedules that encourage their participation.

1 Small Business Administration and the Department of Commerce Minority Business Development Agency. The Common Grant Rules instruct the recipient to use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.

5 Subcontracting Opportunities. The Common Grant Rule for governmental recipients directs each governmental recipient to require its prime third party contractors to include the preceding provisions in FTA assisted subcontracts. The Common Grant Rule for non-governmental recipients directs each non-governmental recipient to consider whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(7) Sensitive Security Information. Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

(8) Seat Belt Use. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

(9) Texting While Driving and Distracted Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009,23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

b. Administrative Restrictions on the Acquisition of Property and Services. The following Federal laws and regulations impose administrative requirements, many of which will affect specific third party procurements.

(1) Legal Eligibility. The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

(2) Scope of the Project. The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

(3) Period of Performance. FTA expects the recipient to use sound business judgment and be judicious in establishing and extending a contract's period of performance.

(a) General Standards. The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. The recipient should also consider competition, pricing, fairness, and public perception. The recipient's procurement files should document its rationale for determining the performance period designated for each contract.

(b) Federal Restrictions. Except for procurements of rolling stock and replacement part contracts, which are limited by law to five (5) years as discussed in subsection 2.e of this Chapter, the recipient's other third party contracts (such as property, services, leases, construction, revenue, and so forth) are not encumbered by Federal requirements restricting the maximum periods of performance. Nevertheless, the duration ofthe recipient's other contracts must be reasonable.

(c) Time Extensions. Consistent with the general tone ofthe circular, contract time extensions will be considered in light of whether they are permissible changes or impermissible cardinal changes. Once the recipient awards the third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

(4) Federal Cost Principles. The Common Grant Rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient. Separate cost principles apply to the following four categories of recipients:

(a) Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.

(b) Educational Institutions. OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 CFR Part 220, applies to project costs incurred by a recipient that is a public or private institution of higher education.

(c) Non-Profit Entities. OMB Guidance for Grants and Agreements "Cost Principles for Non-Profit Organizations (OMB Circular A-122)," 2 CFR Part 230, applies to project costs incurred by a recipient that is a private non-profit entity.

(d) For-Profit Entities. FAR Subpart 31.2, "Contracts with Commercial Organizations," applies to project costs incurred by a recipient that is a for-profit entity.

(5) Pavrnent Provisions. The recipient may use its own funds to finance its contracts. However, if the recipient intends to use FTA assistance, expects to be reimbursed with FTA assistance, or dedicates its local share funds to support contract costs it has financed, then it must structure its payment provisions carefully.

(a) FTA Support for the Project. FTA must indicate its general interest in the project before a recipient may use FTA assistance to finance or reimburse project costs, or use local share funds for project costs. FTA expresses its general interest in the project when it has taken one of the following actions:

1 Award Made. FTA has awarded Federal assistance to the recipient through a grant or cooperative agreement for the underlying project,

Preaward Authority. FTA has provided preaward authority for the underlying project through a *Federal Register* notice, or

3 Letter ofNo Prejudice. FTA has issued a letter of no prejudice for the underlying project.

(b) Advance Payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, ifthere is no automatic preaward authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other preaward authority has been provided, or before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:

1 Use ofFTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable.

Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.

£! Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use ofFTA or local share funds.

h Customary Advance Pavments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums,

subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed $100,000.

In summary, ifthere are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception.

(c) Progress Payments. Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

1 Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

2 Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

J. Percentage of Completion Method. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

(6) Protections Against Performance Difficulties. The Common Grant Rule for governmental recipients authorizes FTA to require each governmental recipient to include contract provisions that would reduce potential problems that might occur during contract performance. In addition to other clauses that may be approved by the Office of Federal Procurement Policy, FTA expects the governmental recipient to include provisions as described below:

(a) Changes. FTA expects a governmental recipient to include changes and changed conditions provisions or clauses in most contracts, except for routine supply contracts.

(b) Remedies. The Common Grant Rule for governmental recipients authorizes FTA to require remedies. Accordingly, FTA expectations are as follows:

1 Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise. We also refer you to Chapter V, paragraph 5(a)(1) for a discussion ofhow liquidated damages can be used to encourage settlements.

2 Violation or Breach. Third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor.

J Suspension of Work. FTA may require provisions pertaining to suspension of work.

4 Termination. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000.

Although the Common Grant Rule for non-governmental recipients does not expressly require contract remedies or termination clauses, FTA strongly encourages the inclusion of appropriate performance remedies in all third party contracts.

c. Socio-Economic Requirements for the Acquisition ofProperty and Services. The following Federal laws and regulations imposing socio-economic requirements may affect a specific procurement:

(1) Labor. The following Federal labor protection laws and regulations may affect the types of prope1iy and services that may be acquired with *PTA* assistance:

(a) Wage and Hour Requirements. The Common Grant Rules direct the recipient to include provisions in its third party contracts requiring the contractor to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permitted if the worker is compensated at a rate of not less than one and one-halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Common Grant Rules require these provisions for compliance with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CPR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of$2,000 for construction work and $2,500 for nonconstruction work set forth in the Common Grant Rules to $100,000. A federally assisted contract must exceed $100,000 before these wage and hour requirements apply to that contract.

(b) Fair Labor Standards. The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, applies to employees performing work involving commerce.

(2) Civil Rights. The following Federal civil rights laws and regulations may affect the types of property and services that may be acquired with FTA assistance:

(a) Nondiscrimination in Federal Public Transportation Programs. Federal transit law at 49 U.S.C. Section 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

(b) Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq*. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CPR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for PTA Recipients," 05-13-07, provides

FTA guidance and instructions for implementing DOT's Title VI0020 regulations.

(c) Environmental Justice. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. Section 4321 note, and DOT Order 5610.2, "Department of Transportation (DOT) Order To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 FR 18377, April 15, 1997, protect minority populations and low-income populations against disproportionately high and adverse effects of federally assisted programs. FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, also provides FTA guidance and instructions for implementing the DOT Order on Environmental Justice.

(d) Limited English Proficiency (LEP). Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and DOT, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005, clarifies the responsibilities of recipients of Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, also provides FTA guidance and instructions for implementing the DOT Policy Guidance.

(e) Nondiscrimination on the Basis ofDisability. The recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1 Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

2 The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

3 DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations,

"Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Examples of requirements include, but are not limited to, the following:

i! Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;

b Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;

£ Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;

Q Egual Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

(f) Electronic Reports and Information. Reports and other information prepared in electronic format developed in connection with a third party contract that the recipient intends to provide to FTA, among others, whether as a contract end item or in compliance with contract administration provisions, must comply with the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d, and ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

(3) Environmental Protections. Federal laws and regulations require the recipient to comply with applicable environmental requirements and implement them as necessary through third party contracts.

(a) Environmental Mitigation. FTA expects the recipient to include adequate third party contract provisions to facilitate compliance with environmental mitigation measures it has agreed to implement.

(b) National Environmental Policy Act. Certain acquisitions and the timing of certain acquisitions can adversely affect the environmental review process for a project constituting a major Federal action, and may result in a violation of

the National Environmental Policy Act (NEPA), 42 U.S.C. Sections 4321 through 4335, and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

1 Property. The recipient may not enter into binding arrangements for the acquisition of property that may or would affect environmental impact determinations with respect to the underlying project or otherwise interfere with any required environmental impact reviews until applicable environmental impact determinations have been made.

2 Services. Council on Environmental Quality regulations, "Other Requirements ofNEPA," 40 CFR Part 1506, at Section 1506.5(c), require the recipient to obtain a disclosure statement from the contractor selected to prepare an environmental impact statement specifying that the contractor has no financial or other interest in the outcome of the project.

(c) Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites. DOT's enabling legislation has special requirements designed to protect publicly owned parks, recreation areas, wildlife and waterfowl refuges, and historic sites, at 49 U.S.C. Sections 303(b) and 303(c) (often referred to as "Section 4(f)"), that may affect the types and methods of procurement that the recipient may use. The Federal Highway Administration (FHWA) and FTA have published implementing regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Parts 771 and 774, and 49 CFR Part 622.

(d) Clean Air. The Common Grant Rules specifically prohibit the use of facilities included in the Environmental Protection Agency (EPA) "List of Violating Facilities," in the performance of any third party contract at any tier exceeding $100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.

(e) Clean Water. The Common Grant Rules specifically prohibit the use of facilities included in the EPA "List of Violating Facilities," in the performance of any third party contract at any tier exceeding $100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 508 ofthe Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements ofthe Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377.

(f) Recycled Products. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural

resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that third party contracts of $10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: **http://www.epa.gov/cpg/backgrnd.htm.**

(g) Other Federal Environmental Protection Requirements. Additional third party contract provisions may be needed for compliance with other Federal laws and regulations. FTA's Master Agreement includes environmental laws and regulations that may affect the acquisition of property or services with FTA assistance. These laws and regulations include various provisions to protect wild and scenic rivers, manage coastal zones, protect wetlands, conserve endangered species, and protect fisheries, and protect historic sites, archeological sites, and Indian sacred sites.

(4) Energy Conservation. The Common Grant Rules require third party contract provisions as necessary for compliance with applicable energy efficiency standards and policies of State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.*

(5) Preference for U.S. Property— Buy America. FTA's "Buy America" regulations apply to procurements in excess of $100,000 that involve the purchase of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient under the third party contract for incorporation into the FTA project. Property that the contractor acquires to fabricate a deliverable for the recipient, such as tools, machinery, and other equipment or facilities, are not subject to FTA's Buy America requirements unless the recipient intends to take possession of those
assets upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether the property acquired would comply with FTA's Buy America regulations. FTA's Buy America statute does not pre-empt State laws with stricter requirements on the use of foreign articles, materials, and supplies.

FTA cautions that its Buy America regulations that apply to FTA assisted third party procurements, published at 49 CFR Part 661, differ from Federal "Buy American Act" regulations that apply to direct Federal procurements, published in the FAR at 48 CFR Chapter 1, Subparts 25.1 and 25.2. FTA strongly recommends that the recipient review FTA's Buy America regulations before undertaking any FTA assisted procurement.

(6) Shipments of Property-U.S. Flag Requirements.

(a) Shipments by Ocean Vessel. The Common Grant Rules require third party contract provisions to ensure compliance with 46 U.S.C. Section 55303 and Maritime Administration regulations, "Cargo Preference-U.S. Flag Vessels," 46 CFR Part 381, implementing the codified Cargo Preference Act. With few exceptions, the regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property.

(b) Shipments by Air Carrier. Third party contracts involving shipments of federally assisted property by air carrier will require provisions to ensure compliance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended ("Fly America" Act), 49 U.S.C. Section 40118, and GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143. The regulations require shipment by U.S. flag air carriers unless such carriers are not reasonably available within the standards of GSA's implementing regulations.

(7) Project Travel— Use of U.S. Flag Air Carriers. Third party contracts to acquire transportation by air carrier needed by people participating in a federally assisted project require provisions to ensure compliance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended ("Fly America" Act), 49 U.S.C. Section 40118, and GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143. The regulations require transportation by U.S. flag air carriers unless U.S. flag air carriers are not reasonably available within the standards of the GSA's implementing regulations.

d. Technical Restrictions on the Acquisition of Property and Services. The following Federal laws and regulations imposing technical requirements may affect a specific procurement:

(1) Intelligent Transportation Systems. Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) ofSAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

(2) Metric Measurements. The Common Grant Rules require the recipient to accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C.

Sections 205a *et seq.;* Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

(3) Use of $1 Coins. To comply with Section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing $1 coins.

e. Rolling Stock — Special Requirements. The following Federal laws and regulations impose requirements that may affect rolling stock procurements:

(1) Accessibility. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

(2) Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR Section 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

(3) Minimum Service Life. FTA requires each recipient to maintain satisfactory continuing control of FTA assisted property. For buses and certain other vehicles, FTA has established minimum service life policies that may affect the quantity of vehicles that the recipient may acquire. *See*, the most recent versions of FTA Circular 5010.1, "Grant Management Requirements," FTA Circular 9030.1, "Urbanized Area Formula Program: Grant Application Instructions," and FTA Circular 9300.1, "Capital Program: Grant Application Instructions," that addresses minimum service life for vehicles.

(4) Spare Ratios. While all FTA assistance for third party procurements must be limited to property and services the recipient will use in the near future, FTA is concerned that the recipient does not acquire an excessive number of spare vehicles not regularly used in public transportation service.

(5) Air Pollution and Fuel Economy. Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy ofMotor Vehicles," 40 CFR Part 600.

(6) Preaward Review and Post Delivery Review. Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions ofFTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

(7) Bus Testing. Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements ofFTA regulations, "Bus Testing," 49 CFR Part 665.

(8) In-State Dealers. The recipient may not limit its third party bus procurements to its in-State dealers, 49 U.S.C. Section 5325(i). Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.

(9) Basis for Contract Award. As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.

(10) Five-Year Limitation. A recipient may enter into a multi-year contract to buy rolling stock, with an option not exceeding five (5) years to buy additional rolling stock or replacement parts, 49 U.S.C. Section 5325(e)(1). The recipient may not exercise that option later than five (5) years after the date of its original contract.

FTA interprets this five-year period as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth year. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for a five-year period. The five-year rule does not mean the recipient must obtain delivery, acceptance, or even fabrication in five years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five years based on the effective date ofthe contract.

f. Public Transportation Services-Special Requirements. Although the Common Grant Rules refer to the following Federal requirements in the context of federally assisted procurements, these requirements will affect how a third party contractor implements its contract to provide public transportation services financed with Federal assistance.

Consequently, the recipient must include provisions in its third party contract ensuring compliance with the following requirements, or the recipient must obtain the third party contractor's agreement in another form, as a matter of contractor responsibility, to ensure compliance with the following:

(1) Protections for Public Transportation Employees. When the recipient acquires public transportation services from a third party contractor, the terms of the recipient's DOL certification of public transportation employee protective arrangements will apply to work under the contract provided by those employees covered by the certification. That certification is required by 49 U.S.C. Section 5333(b) (often referred to as "13(c)") and implementing DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215. Consequently, the third party contractor must comply with the terms of that DOL certification.

The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, also applies to public transportation employees performing work involving commerce.

(2) Drug Use and Testing and Alcohol Misuse and Testing. A third party contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

(3) Accessibility. A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.;* DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)" using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. The recipient should advise its third party contractors operating public transportation services to review the requirements for public entities in this context.

(4) Protection of Animals. A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.

(5) Charter Service Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support any charter service operations except as permitted by 49 U.S.C. Section 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604.

(6) School Bus Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support exclusive school bus operations except as permitted by 49 U.S.C. Sections 5323(f) or (g) and FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. Sections 5323(f) or (g).

g. Art. FTA recommends the following principles be used in procuring art works or the services of artists:

(1) Choosing Art Works and Services of Artists. The appropriate selection process should vary among projects, depending upon the nature and scope of the project, characteristics ofthe site, resources ofthe community, and State and local laws and regulations. The recipient's procedures should consist of the following:

(a) Process. A justifiable process demonstrating appropriate use of public funds that gives serious consideration to a variety of artists available and capable of working on the project.

(b) Nondiscrimination. Artists, regardless ofrace, color, creed, national origin, sex, or age, are eligible for consideration.

(c) Community Participation. The community surrounding the future facility participates in the selection process. This could include all levels of participation, including supplying information, attending panel meetings, and being voting members of the panel. The extent and type of participation should be determined by the commissioning entity and be appropriate to both the project and the community.

(d) Selection. Selection of art works or artists, or both, recommended to the recipient is determined by a panel of art and design professionals that may include, but need not be limited to, art administrators, artists, curators, and architects, and may include members of the community.

(2) Criteria for Art in Federally Assisted Transit Projects. When artists are involved in the planning and design of transit projects and/or when individual works of art are commissioned, the following should be considered:

(a) Quality. Quality of the art or design,

(b) Effect. Impact on the public,

(c) Relationship. Connection to the site or the adjacent community, or both; art that relates, in form or substance, to the cultures, people, natural or built surroundings, or history of the area in which the project is located,

(d) Suitability. Appropriateness for the site, including safety and scale,

(e) Resilience. Durability of materials and fabrication,

(f) Indestructibility. Resistance to vandalism, and

(g) Preservation. Minimum maintenance.

(3) Compensation of Artists. Artists may be paid a fixed fee or an hourly wage with a cap, similar to other FTA standard fees or wages for procurement of design professional services, in addition to other federally approved costs that may be recognized under the contract.

(4) Prohibition. Artistic undertakings that promote specific private or corporate business interests are ineligible for FTA funding.

h. Architectural Engineering (A&E) and Related Services— Special Requirements. Federal laws and regulations impose the following requirements on A&E and related procurements:

(1) Qualifications-Based Requirements. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.

(2) Relation to Construction. The nature of the services to be performed and its relationship to construction, not the nature of the prospective contractor, determines whether qualifications-based procurement procedures may be used.

(a) Purpose of Services. FTA has long administered the requirement for using qualifications-based procurement procedures for selection of contractors that perform A&E services, generally associated with the construction, alteration, or repair of real property. FTA interprets 49 U.S.C. Section 5325(b) to authorize the use of qualifications-based procurement procedures only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property. FTA's interpretation of 49 U.S.C. Section 5325(b) is consistent with typical Federal policies implementing the "Brooks Act," 40 U.S.C. Section 1102, which limits qualifications-based procurement procedures to research, planning, development, design, construction, alteration, or repair of real property. Thus if services, such as program management, feasibility studies, or mapping, are not directly in support of, directly connected to, or directly related to, or lead

to construction, alteration, or repair of real property, then the recipient may not use qualifications-based procurement procedures to select the contractor that will perform those services.

(b) Requirements in the Context of a Construction Project. A project involving construction (including an ITS project) does not always require the use of qualifications-based procurement procedures. Whether qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example:

1 End Products Used in Construction. The design or fabrication of message signs, signals, and movable barriers that will become off-the-shelf items or will be fabricated and delivered as final end products for installation in an FTA assisted construction project, including an (ITS) construction project, are not services for which qualifications-based procurement procedures maybe used.

Services Related to Design of Construction Projects. In contrast, services of a program manager, project designer, construction manager, or engineer in which the contractor would select the finished products to be acquired for an FTA assisted construction project are services for which qualifications-based procurement procedures must be used.

/ Actual Construction. The actual construction or improvement to the real property to be used in an FTA assisted construction project, however, are not services for which qualifications-based procurement procedures may be used.

(c) Type of Contractor Not Determinative. The nature of the firm performing the services does not determine whether it will be selected through the use of qualifications-based procurement procedures. For example, if a well-known A&E firm offers to provide mapping services not related to construction, alteration, or repair of real property, the recipient may not use qualifications-based procurement procedures to evaluate that contractor's offer. In contrast, if a firm that does not generally provide A&E services offers to provide mapping services that are directly in support of, directly connected to, or directly related to or lead to construction, alteration, or repair of real property, the recipient must evaluate that offer using qualifications-based procurement procedures.

(3) Equivalent State Law. SAFETEA-LU also divided the former 49 U.S.C. Section 5325(b) by separating procurement requirements for FTA assisted A&E services from audit requirements for FTA assisted A&E services. As amended by the SAFETEA-LU Technical Corrections Act, 49 U.S.C. Section 5325(b)(1) requires A&E services to be procured using either "Brooks Act" procedures or an

equivalent qualifications-based requirement adopted by a State before August 10, 2005.

(4) Special Requirements for Indirect Cost Rates. In addition, SAFETEA-LU amended 49 U.S.C. Section 5325 to require the acceptance of FAR indirect cost rates for applicable one-year accounting periods if those rates are not currently in dispute. After the indirect cost rates are accepted as required, the recipient must use those indirect cost rates for contract estimates, negotiation, administration, reporting, and payments, with administrative or de facto ceiling limitations. *See*, 49 U.S.C. Section 5325(b)(2) and subparagraph 2.j(2)(c) ofthis Chapter.

1. Construction-Special Requirements. The following Federal laws and regulations impose requirements that may affect FTA assisted construction projects:

(1) Bonding. The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold unless FTA determines that other arrangements adequately protect the Federal interest. PTA's bonding policies are as follows:

(a) Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

(b) Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

(c) Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect PTA's interest and will accept a local bonding policy that meets the following minimums:

1 Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,

2 More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or

2 More Than $5 Million. Two and one half million dollars ifthe contract price is more than $5 million.

(d) Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), **http://fms.treas.gov/c570/c570.html.** FTA encourages each governmental recipient to require similarly acceptable sureties.

(e) Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

(f) Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection, FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

(2) Seismic Safety. The recipient must include seismic safety provisions in its third party contracts for the construction of new buildings or additions to existing buildings as required by 42 U.S.C. Sections 7701 *et seq*., and DOT regulations, "Seismic Safety," 49 CFR Part 41 at Sections 41.117 and 41.120, implementing the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. Sections 7701 *et seq*.

(3) Value Engineering. The Common Grant Rule for governmental recipients encourages them to use value engineering provisions in contracts for construction projects, and cautions that value engineering can be a pre-requisite for some Federal assistance awards. FTA generally will not approve a New Starts grant application for final design funding or a full funding grant agreement until value engineering is complete. It is important to note that some contractual arrangements (for example, design-build contracts) may inherently include value engineering. When this is the case, FTA does not require separate value engineering proposals, contract changes, or other processes. From a procurement view, the concept of value engineering is more important than the form it takes.

(4) Egual Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

(5) Prevailing Wages. Under 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding $2,000 to include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. Sections 3141 *et seq.*, and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination. These requirements are in addition to the separate Wage and Hour Requirements addressed in paragraph 2.c(1) of this Chapter IV.

(6) Anti-Kickback. Section 1 ofthe Copeland "Anti-Kickback" Act, at 18 U.S.C. Section 874, prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion, or repair of a federally assisted building or work, to give up any part of his or her compensation to which he or she is otherwise entitled. Section 2 of that Act, at 40 U.S.C. Section 3145, as amended, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the

United States," 29 CFR Part 3, impose record keeping requirement on all third party contracts for construction, alteration, or repair exceeding $2,000. The Common Grant Rules also require provisions for compliance with the Copeland "Anti-Kickback" Act, as amended, and implementing DOL regulations.

(7) Construction Safety. The Common Grant Rules require provisions to ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704, and its implementing DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926. Notably, Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the threshold for construction safety protections to $100,000 from $2,000 as set forth in the Common Grant Rules, so that a federally assisted construction contract must exceed $100,000 before these construction safety requirements apply to that contract.

(8) Labor Neutrality. Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009, rescinds Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," February 17, 2001, as amended by Executive Order No. 13208, April6, 2001,41 U.S.C. Section 251 note. Consequently, a recipient may now require the use of a project labor agreement (PLA) in its third party contract, and a third party contractor or subcontractor may continue to use a PLA should it choose to do so.

(9) Preference for U.S. Property— Buy America. For any FTA assisted third party construction contract exceeding $100,000, FTA's Buy America requirements require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA

assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

(10) Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.;* DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCBDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

J. Research, Development, Demonstration, Deployment, and Special Studies — Special Requirements. Procurements ofresearch-type services can involve circumstances that bring special Federal requirements into effect. Among these are:

(1) Patent Rights. Irrespective of the status of the recipient, subrecipient, or third party contractor (for example, a large business, small business, State government, State instrumentality, local government, Indian tribe, non-profit organization, institution of higher education, individual, and so forth) the Common Grant Rules require provisions consistent with Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Part 401 (implementing the Bayh-Dole Act, 35 U.S.C. Sections 200 *et seq.),* unless the Federal Government requires otherwise. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent to the invention, for Federal Government purposes.

(2) Rights in Data. In general, FTA does not seek greater rights in data or copyright than described in the Common Grant Rules when it provides FTA capital assistance to support acquisitions. But when FTA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FTA generally seeks sufficient rights in the data developed so that the resulting data can be made available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor. FTA's general purpose in providing Federal assistance for a research, development, demonstration, or special studies project is to increase transportation knowledge, rather than limit the benefits of the project to project participants. Therefore, unless FTA determines otherwise in writing, FTA expects the following conditions to apply to rights in data

requirements for FTA assisted research, development, demonstration, or special studies projects.

(a) Publication Restrictions. Except for its own internal use, the FTA Master Agreement provides that neither the recipient nor the third party contractor may publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of the Federal Government, unless the Federal Government has released or approved the release of that data to the public. These restrictions do not apply to an institution of higher education.

(b) Distribution of Data. Except for contracts for adaptation of automatic data processing equipment or data provided in support of an FTA capital project, each recipient and third party contractor must agree that, in addition to the rights in data and copyrights that it must provide to FTA under the Common Grant Rules, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If, for any reason, the project is not completed, all data developed under the project is expected to be delivered as FTA may direct.

In certain circumstances, however, FTA may determine that it is in the public interest to take only those rights in data identified in the Common Grant Rules.

(3) Export Control. If data developed in the course of a third party contract is subject directly or indirectly to U.S. Export Control regulations, that data may not be exported to any countries or any foreign persons, without first obtaining the necessary Federal license or licenses and complying with any applicable Department of Commerce, Export Administration Regulations, 15 CFR Part 730.

(4) Protection of Human Subjects. A third party contractor providing services involving the use of human subjects must comply with the National Research Act at 42 U.S.C. Sections 289 *et seq.*, and DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.

(5) Protection of Animals. A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.

k. Audit Services. In general, the procedures of this circular apply to the acquisition of audit services financed with FTA assistance. The following considerations, however, are especially important in procurements of audit services:

(1) Single Audit Act. Each recipient that spends $500,000 or more in Federal awards in a single year must obtain an audit as required by the Single Audit Act of 1984, as amended, 31 U.S.C. Sections 7501 *et seq.*, and must ensure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised.

(a) Organizational Conflicts of Interest. The auditor selected must be independent of the recipient.

(b) Eligibility of Costs. The recipient may charge the costs for audits required by the Single Audit Act to its project as direct or indirect costs as permitted by applicable Federal Cost Principles. A recipient that spends less than $500,000 in Federal awards in a single year is not required to obtain this audit. Nor may a recipient spending less than $500,000 in Federal awards in a single year finance the costs of such an audit with Federal assistance.

(2) Other Project Audits. Before procuring audit services for a specific contract or project, the recipient should be aware of the following:

(a) Organizational Conflicts ofInterest. In general, the recipient must select an auditor that is independent of the third party contractor to be audited.

(b) Verification ofIndirect Costs. Federal verification of a contractor's indirect cost rates, such as provisional overhead (burden) and General & Administrative (G&A) rates, may be required. To the extent possible, relevant information available through undisputed audits of the contractor by other recipients should be used.

(c) Duplication of Services. To prevent duplication and ensure the eligibility of particular audit services for Federal participation, a recipient seeking a third party contract audit should contact FTA before undertaking or contracting for the audit. This is particularly important in connection with the procurement of A&E services, because 49 U.S.C. Section 5325(b)(2) requires that FAR Part 31 cost principles be used to audit A&E contracts. In addition, 49 U.S.C. Section 5325(b)(2) requires the recipient and its A&E contractors and subcontractors to accept indirect cost rates established under FAR cost principles if those rates are not under dispute. Thus, the recipient should not obtain duplicative audits because they are likely to produce disparate indirect cost rates and the costs of those audits may be ineligible for Federal assistance. Accordingly, FTA recommends that the recipient seek guidance from the cognizant Federal auditor or agency that approved the third party contractor's indirect cost rates before entering into contracts for audits.

(d) Obtaining Indirect Cost Rates. Recipients and third party contractors may obtain indirect cost rates based on FAR cost principles from the following sources:

1 Governmental Entities. Government entities may obtain indirect cost rates through negotiations with OMB. *See,* OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, App. E, "State and Local Indirect Cost Rate Proposals."

2 Indian Tribes. Indian tribes may obtain indirect cost rates with the Department of the Interior. *See,* OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, App. E, "State and Local Indirect Cost Rate Proposals."

3 Educational Institutions. Educational institutions may obtain facilities and administrative rates (indirect cost rates) from the Department of Health and Human Services (HHS) or the Department of Defense's Office of Naval Research (DOD), usually depending on which of the two agencies (HHS or DOD) has provided more funds to the educational institution for the most recent three years. *See,* OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 CFR Part 220, App. A, "Principles for Determining Costs Applicable to Grants, Contracts, and Other Agreements With Educational Institutions."

1. Non-Profit Entities. Non-profit entities may obtain indirect cost rates from the Federal agency with the largest dollar value of awards with an organization, unless different arrangements are agreed to by the agencies concerned. *See,* OMB Guidance for Grants and Agreements, "Cost Principles for Non-Profit Organizations (OMB Circular A-122)," 2 CFR Part 230, App. A, "General Principles."

.2. Private For-Profit Entities. Private for-profit entities may obtain indirect cost rates from the Defense Contract Audit Agency. *See,* the DCAA Web site: **http://www.dcaa.mil.**

(e) Eligibility of Costs. Costs of third party contract audits and proposal evaluations are eligible for reimbursement by FTA as a direct or indirect charge as permitted by applicable Federal cost principles. FTA reserves the right to disallow payments for duplicative audit charges.

# V. CHAPTERV

## SOURCES

A recipient will often have several sources from which to acquire the property and services it needs as described below:

1. FORCE ACCOUNT. As used in this circular, "force account" means the recipient's own labor forces and equipment. The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the recipient's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Although rarely exercised, FTA's grant or cooperative agreement secures FTA the right to determine the extent to which Federal assistance may be used to participate in force account costs. FTA's concern is to assure that the recipient will have adequate technical capacity to perform the work it undertakes reasonably economically and prudently. The third party contracting guidance of this circular does not apply to a recipient's use of its own forces to perform project work.

2. SHARED USE. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into agreements for shared use of property and services. FTA encourages non-governmental recipients to consider shared use if economical and feasible.

3. JOINT PROCUREMENTS. FTA uses the term "joint procurement" to mean a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of that contract.

   a. Use Encouraged. The Common Grant Rules and FTA encourage recipients to procure goods and services jointly with other recipients to obtain better pricing through larger purchases. Joint procurements offer the advantage ofbeing able to obtain goods and services that may match each participating recipient's requirements better than those likely to be available through an assignment of another recipient's contract rights. If economical and feasible, FTA also participates in the costs of joint procurements by non-governmental recipients.

   b. All FTA and Federal Requirements Apply. When obtaining goods or services in this manner, recipients participating in the joint procurement must ensure compliance with all applicable FTA and Federal requirements and include all required clauses and certifications in the joint solicitation and contract documents.

4. STATE OR LOCAL GOVERNMENT PURCHASING SCHEDULES OR PURCHASING CONTRACTS. FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. If the State or local government wishes to permit others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules, or it may permit the vendor to determine whether or not it wishes to do so.

   a. Use Encouraged. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into State and local intergovernmental agreements for procurements of property or services. If so permitted by State or local authorities, a non-governmental recipient may also use State and local sources of property and services.

   b. All FTA and Federal Requirements Apply. When obtaining property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the recipient will need to obtain a waiver from FTA before proceeding.

5. FEDERAL EXCESS AND SURPLUS PROPERTY. The Common Grant Rule for governmental recipients encourages recipients to use Federal excess and surplus property managed by GSA when feasible and economical rather than procuring new property. The GSA Federal Property Management Regulations, 41 CFR Parts 101-42 through 101-46, 101-48, and 101-49 govern the eligibility of recipients and subrecipients, as well as others, to acquire supplies and services through GSA's personal property utilization and disposal programs.

6. FEDERAL SUPPLY SCHEDULES. A recipient must be specifically authorized by Federal law before it may use a GSA Federal Supply Schedule.

   a. Full Use ofFederal Supply Schedules. Appendix B of GSA Order ADM 4800.2E, "Eligibility to Use GSA Sources of Supply and Services," explains that FTA recipients eligible for full use of GSA Schedules are limited by the Federal Property and

Administrative Services Act of 1949, as amended, at 40 U.S.C. Section 502(a)(3) to the Washington Metropolitan Area Transit Authority and the District of Columbia Department of Mass Transportation. The Government of American Samoa, the Government of Guam, Virgin Islands Department ofPublic Works, and the Commonwealth of the Northern Marianas are similarly authorized access to GSA schedules by 48 U.S.C. Section 1469e.

b. Limited Use of Federal Supply Schedules. Federal laws authorize State and Local Governments (including institutions of higher education) to use Federal Supply Schedules to acquire information technology (IT) and to purchase products and services to facilitate recovery from a major disaster. In both circumstances, GSA defines the term "State and Local Government" broadly to include many FTA governmental recipients and others as follows:

> The States ofthe United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

GSA has determined that the term "State and Local Government" does not include "contractors, or grantees, of State or local governments." Nevertheless, under the GSA Cooperative Purchasing Program, State and local governmental entities (including institutions of higher education) receiving Federal assistance, either as an FTA recipient or subrecipient, are eligible users by virtue of conforming to the definition of State or local government entities; the source of funding for these entities is irrelevant.

(1) Information Technology. Section 211 ofthe E-Government Act of2002, 40 U.S.C. Section 502(c), authorizes "State and local governments," within limits established by law, to acquire IT of various types through GSA's Cooperative Purchasing Program, Federal Supply Schedule 70. More information about cooperative purchasing is available at GSA's Web site: **http://www.gsa.gov/Portallgsa/ep/channeiView.do?pageTypeld=8199&channe1Page=%252Fep%252Fchannei%252Fgsa0verview.jsp&channelld=-13528.**

(2) Major Disaster or Emergency Recovery. Since February 1, 2007, Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007, Public Law 109-364, amended 40 U.S.C. Section 502(d), to authorize State and local government entities to use any GSA Federal Supply Schedule to acquire property and services in advance of a major disaster declared by the President of the United States, as well as in the aftermath of an emergency event. The State or

local government is then responsible for ensuring that the property or services acquired will be used for recovery. More information about major disaster and emergency recovery acquisition is available at GSA's Web site: **http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeld=8199&contentld=22410&contentType=GSA_OVERVIEW.**

c. All FTA and Federal Requirements Apply. When using GSA schedules to acquire property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including PTA's Buy America requirements) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain an FTA Buy America certification before entering into the purchase order. If the property to be purchased is Buy America compliant under FTA regulations, the recipient may proceed with its acquisition. If the property is not Buy America compliant under FTA standards, the recipient will need to obtain a waiver from FTA before proceeding.

d. Competition and Price Reasonableness. When using GSA schedules to acquire property or services, a recipient will have fulfilled the Common Grant Rules' competition requirements if it seeks offers from at least three sources. FTA expects a recipient using a price published on a GSA schedule to consider whether the GSA price is reasonable. The recipient may also seek a lower price than that published on the GSA schedules.

7. EXISTING CONTRACTS. Occasionally, a recipient may find it advantageous to use existing contract rights. As used in this circular, "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto, and does not include State or local government purchasing schedules or purchasing contracts as discussed in sections 4, 5, and 6 of this Chapter.

a. Permissible Actions. Within the conditions set forth below, FTA permits a recipient to use existing contract rights held by another recipient:

(1) Exercise of Options. A recipient may use contract options held by another recipient with the following limitations:

(a) Consistency with the Underlying Contract. FTA expects the recipient to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.

(b) Price. The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.

(c) Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:

1 Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.

2 Negotiating a Lower Option Price. Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under PTA's third party contract standards for sole source awards.

(2) Assignment of Contract Rights. FTA expects the recipient to limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. FTA expects the recipient to be able to justify the quantities it procures. Having written statements of its anticipated material requirements in the recipient's contract files may prove helpful.

For example, if the supplies or services were solicited, competed, and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the solicitation and also the contract award are expected to contain both a minimum and maximum quantity that represent the recipient's reasonably foreseeable needs. The establishment of State or local government purchasing schedules intended to be available for future use as discussed in section 4 of this Chapter, however, are not usually financed with FTA assistance. FTA assistance would be used to acquire property or services listed on such a contract only to the extent needed for public transportation purposes.

Nevertheless, a recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms

originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking."

(a) Acquisition Through Assigned Contract Rights. Although FTA does not encourage the practice, a recipient may find it useful to acquire contract rights through assignment by another recipient. A recipient that obtains contractual rights through assignment may use them after first determining that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance with all Federal requirements. The recipient need not perform a second price analysis if a price analysis was performed for the original contract. However, FTA expects the recipient to determine whether the contract price or prices originally established are still fair and reasonable before using those rights. *See*, FTA's "Best Practices Procurement Manual" for further information about procurements through assignment of another's contract rights. The recipient using assigned contract rights is responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America preaward review and post delivery review certifications. For further details, please refer to FTA's Pre-Award and Post-Delivery Handbook for buses and railcars, which contain copies of those certifications. The recipient seeking to use assigned contract rights will not usually be able to determine whether the assigning recipient originally procured unreasonably large quantities. Before proceeding with the assignment, however, FTA does expect the recipient seeking the assignment to review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

(b) Alternatives to Assigned Contract Rights. Assignments limit a recipient's choices to specific property and services acquired to meet another recipient's particular needs, and may be less suited to the needs of the recipient seeking the assignment. More desirable approaches may include:

1 Joint Procurements. Recipients should consider combining or "pooling" their procurements to obtain better pricing. In general, joint procurements are often more desirable than procurements through assignment because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement may also offer the advantage of permitting the parties to acquire property and services more closely responsive to each purchaser's material requirements than would be available through assignment of existing contract rights. FTA cautions, however, that if two or more parties jointly solicit and award an IDIQ contract, total minimum and

maximum quantities are expected to be stated in the solicitation and contract.

2 Intergovernmental Procurements. As discussed in sections 4, 5, and 6 of this Chapter, Federal, State, and local governmental resources may provide attractive procurement opportunities.

b. Impermissible Actions. A recipient may not use Federal assistance to finance:

(1) Improper Contract Expansion. A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the original recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity. The Common Grant Rules require the recipient to have procurement procedures that preclude the recipient from acquiring property or services it does not need.

(2) Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons." A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a "tag-on" or cardinal change.

(a) Identifying Cardinal Changes. Although FTA has provided additional guidance in its Best Practices Procurement Manual, FTA has not developed a finite list of acceptable contract changes. Recognizing a cardinal change to a third party contract can be difficult. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases.

(b) Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an "out-of-scope" change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States,* 260 U.S. 60 (1922) supports FTA's policy.

(c) Tests. Among other things, customary marketing practices can influence the determination of which changes will be "cardinal." Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original

contract was entered into, or the cumulative impact on the contract's quantity, quality, costs, and delivery terms.

(d) Rolling Stock. In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, at this time, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.

(e) Federal Procurement Standards. The broader standards applied in Federal contracting practice reflected in Federal court decisions, Federal Boards of Contract Appeals decisions, and U.S. Comptroller General decisions provide guidance in determining whether a change would be treated as a cardinal change. FTA does not imply that these Federal procurement decisions are controlling. FTA intends to consider the collective wisdom within these decisions in determining the nature of third party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes. Other guidance can be found in FTA's Best Practices Procurement Manual and "Frequently Asked Questions" at the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing 6039.html.**

FTA intends to monitor its recipients and oversight contractors to ensure that this concept is well understood and uniformly applied. This approach permits greater latitude but, because it requires analysis, it can sometimes require a greater knowledge of Federal contracting practices. In any event, before attempting to change the terms of its contract, the recipient should review the contract's provisions to ensure that the contract permits the change sought.

8. THE OPEN MARKET. The recipient will probably acquire most of the property and services it needs through procurements in the open market. The next two chapters of this circular will address proper procedures for conducting and administering such procurements.

# VI. CHAPTER VI

## PROCEDURAL GUIDANCE FOR OPEN MARKET PROCUREMENTS

1. COMPETITION REQUIRED. Except as permitted by Federal law or regulations, the Common Grant Rules require a recipient of Federal assistance to use third party procurement procedures that provide full and open competition. The Federal Transit Administration's (FTA) enabling legislation at 49 U.S.C. Section 5325(a), also requires an FTA recipient to conduct all third party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The recipient may make third party contract awards on the basis of:

   a. Solicitation by the Recipient. Compliance with the solicitation procedures described in this Chapter will fulfill FTA requirements for "full and open competition."

   b. Unsolicited Proposals. A recipient may also enter into a third party contract based on an unsolicited proposal, as defined in Chapter I of this circular, when authorized by applicable State or local law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, FTA expects the recipient to seek competition. To satisfy the requirement for full and open competition, FTA expects the recipient to take the following actions before entering into a contract resulting from an unsolicited proposal:

      (1) Receipt. Publicize its receipt of the unsolicited proposal,

      (2) Adequate Description. Publicize an adequate description of the property or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought,

      (3) Interest in the Property or Services. Publicize its interest in acquiring the property or services described in the proposal,

      (4) Adequate Opportunity to Compete. Provide an adequate opportunity for interested parties to comment or submit competing proposals, and

      (5) Contract Award Based on Proposals Received. Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

      If it is impossible to describe the property or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought, the recipient may make a sole source award to the offeror.

A sole source award may not be based solely on the unique capability of the offeror to provide the specific property or services proposed.

c. Prequalification. Prequalification lists are most commonly used in procurements of property involving lengthy evaluations needed to determine whether it satisfies the recipient's standards. The Common Grant Rule for governmental recipients permits a recipient to prequalify people, firms, and property for procurement purposes under the following standards:

(1) Lists. The recipient ensures that all prequalification lists it uses are current.

(2) Sources. The recipient ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition.

(3) Qualification Periods. The recipient permits potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). FTA, however, does not require a recipient to hold a particular solicitation open to accommodate a potential supplier that submits property for approval before or during that solicitation. Nor must a recipient expedite or shorten prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period.

Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements, as discussed further in subsections 3.e and 3.f of this Chapter, respectively.

2. SOLICITATION REQUIREMENTS AND RESTRICTIONS. The Common Grant Rules require that each solicitation provide the following information:

a. Description of the Property or Services. The solicitation and the contract awarded thereunder must include a clear and accurate description of the recipient's technical requirements for the property or services to be acquired in a manner that provides for full and open competition.

(1) What to Include. The description may include a statement of the qualitative nature of the property or services to be acquired. When practicable, the recipient should describe its requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. The Common Grant Rules for governmental recipients states that "Detailed product specifications should be avoided if at all possible." Both Common Grant Rules express a preference for performance or functional specifications, but do not prohibit the use of detailed technical specifications when appropriate.

(2) Quantities Limited to the Recipient's Actual Needs. FTA limits Federal assistance to the amount necessary to support the quantity of property or extent of services the recipient actually needs at the time of acquisition. The recipient may not add quantities or options to contracts solely to allow assignments at a later date. FTA will not knowingly support the additional cost of contract rights to property or services excess to the recipient's immediate needs, even though the recipient may assign its excess contract rights to others.

(3) Brand Name or Equal. When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The recipient must identify the salient characteristics of the named brand that offerors must provide. When using a "brand name" specification, the recipient does not need to reverse-engineer a complicated part to identify precise measurements or specifications in order to describe its salient characteristics. FTA's "Best Practices Procurement Manual," (BPPM) contains additional information on preparation of specifications including examples with specific language.

(4) Prohibitions. The Common Grant Rules prohibit solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following, all of which are identified in one or both Common Grant Rules:

(a) Excessive Qualifications. Imposing unreasonable business requirements for bidders or offerors.

(b) Unnecessary Experience. Imposing unnecessary experience requirements for bidders and offerors.

(c) Improper Pregualification. Using prequalification procedures that conflict with the prequalification standards described in subsection 1.c of this Chapter.

(d) Retainer Contracts. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.

(e) Excessive Bonding. To encourage greater contractor participation in FTA assisted projects, FTA does not require the recipient to impose bonding requirements on its third party contractors other than construction bonding specified by the Common Grant Rules and this circular for construction. FTA discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises.

Bond companies exercise their discretion and assure their profits primarily by declining to undertake excessive risks. Consequently many bidders have limited "bonding capacity." Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work. Small businesses with short histories may have particular difficulty obtaining bonds as may be specified.

Nevertheless, even though bonding can be expensive, FTA recognizes that a recipient might find bid, performance, or payment bonds to be desirable. Because bonding requirements can limit contractor participation, FTA expects the recipient's bonding requirements to be reasonable and not unduly restrictive. FTA, however, will not challenge State or local bonding requirements as unreasonably restrictive of competition, even though they might exceed Federal requirements. Nevertheless, if the recipient's bonding policies result in such "excessive bonding" that it would violate the Common Grant Rules as restrictive of competition. FTA will not provide Federal assistance for those procurements. Thus if the recipient's bonding policies far exceed those described in this subparagraph or are permissible under State or local law, the recipient should obtain FTA's written concurrence to ensure the availability of Federal assistance for the project.

(f) Brand Name Only. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

(g) In-State or Local Geographic Restrictions. Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers. Exceptions expressly mandated or encouraged by Federal law include the following:

1 Architectural Engineering CA&E) Services. Geographic location may be a selection criterion if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.

2 Licensing. A State may enforce its licensing requirements, provided that those State requirements do not conflict with Federal law.

3 Major Disaster or Emergency Relief. Federal assistance awarded under the Stafford Act, 42 U.S.C. Section 5150, to support contracts and agreements for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities permits a

preference, to the extent feasible and practicable, for organizations, firms, and individuals residing or doing business primarily in the area affected by a major disaster or emergency.

(h) Organizational Conflicts of Interest. Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules:

1 Occurrence. An organizational conflict of interest occurs when any ofthe following circumstances arise:

£! Lack oflmpartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.

Q Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

.£ Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

2 Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

(i) Restraint of Trade. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group ofbidders or offerors.

(j) Arbitrary Action. Taking any arbitrary action in the procurement process.

b. Evaluation Factors. The solicitation must identify all factors to be used in evaluating bids or proposals.

c. Contract Type Specified. The recipient's specifications should state the type of contract that will be awarded.

(1) Typical Contract Types. Contract types may include, but are not limited to, the following:

(a) Firm Fixed Price. A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

(b) Cost Reimbursement. A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

(2) Prohibited or Restricted Contract Types. The Common Grant Rule for governmental recipients provides more guidance on contract type than does the Common Grant Rule for non-governmental recipients, which merely authorizes the recipient to select the type of contract it will use (for example, fixed price, cost reimbursement, purchase order, or incentive contract) if it is appropriate for the particular procurement and promotes the best interests of the program or project involved.

The following contract types are restricted or prohibited:

(a) Cost Plus a Percentage of Cost— Prohibited. The Common Grant Rules expressly prohibit the use of the cost plus a percentage of cost method of contracting.

(b) Percentage of Construction Cost— Prohibited. The Common Grant Rules expressly prohibit the use of the percentage of construction cost method of contracting.

(c) Time and Materials-Restricted. The Common Grant Rule for governmental recipients permits the use oftime and material contracts only:

1 When to Use. After determining that no other contract type is suitable; and

2 Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

FTA strongly encourages non-governmental recipients to use similar procedures.

d. Other Federal Requirements Affecting the Property or Services to be Acquired. The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance. *See*, Chapter IV, subsection 2.b of this circular, and FTA's latest Master Agreement for references to Federal requirements established following publication of this circular.

e. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor. The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance. *See*, Chapter IV, subsection 2.a of this circular and FTA's latest Master Agreement that may reference more Federal requirements.

f. Award to Other Than the Low Bidder. If the recipient intends to reserve its right to award to other than the low bidder or offeror, that information should be stated in the solicitation document.

g. Rejection of All Bids or Offers. If the recipient intends to reserve its right to reject all bids or offers, that information should be stated in the solicitation document.

3. METHODS OF PROCUREMENT. The recipient should use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients.

a. Micro-Purchases. Consistent with the Federal Acquisition Regulation (FAR), FTA considers micro-purchases to be those purchases of $3,000 or less.

(1) When Appropriate. If permitted by State and local law, the recipient may acquire property and services valued at $3,000 or less without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding $2,000, even though the recipient uses micro-purchase procurement procedures. FTA does not intend to imply that the recipient must treat any purchase of$3,000 or less as a micro-purchase. The recipient may set lower thresholds for micro-purchases in compliance with State and local law, or otherwise as it considers appropriate.

(2) Procedures. The following procedures apply to micro-purchases:

(a) Competition. The recipient should distribute micro-purchases equitably among qualified suppliers.

(b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement merely to come within the micro-purchase limit.

(c) Documentation. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.

b. Small Purchases. The Common Grant Rule for governmental recipients authorizes governmental recipients to use relatively simple and informal small purchase procedures as follows:

(1) When Appropriate. Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, $3,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11) (currently $100,000). These purchases are also exempt from FTA's Buy America requirements. FTA does not intend to imply that any purchase of $100,000 or less must be treated as a small purchase. The recipient may set lower thresholds for small purchases in compliance with State and local law, or otherwise as it considers appropriate.

(2) Procedures. When using small purchase procedures:

(a) Competition. The recipient must obtain price or rate quotations from an adequate number of qualified sources.

(b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement to avoid the additional procurement requirements applicable to larger acquisitions.

c. Sealed Bids (Formal Advertising). The Common Grant Rule for governmental recipients acknowledges sealed bidding to be a generally accepted procurement method in which bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material tem1s and conditions of the invitation for bids, is lowest in price.

(1) When Appropriate. The Common Grant Rule for government recipients states a preference for the sealed bids procurement method for acquiring property, construction, and other services. Sealed bid procurements should be used when the following circumstances are present:

(a) Precise Specifications. A complete, adequate, precise, and realistic specification or purchase description is available.

(b) Adequate Sources. Two or more responsible bidders are willing and able to compete effectively for the business.

(c) Fixed Price Contract. The procurement generally lends itself to a firm fixed price contract.

(d) Price Determinative. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations discussed in later sections of this Chapter, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

(e) Discussions Unnecessary. Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

(2) Procurement Procedures. The following procedures apply to sealed bid procurements:

(a) Publicity. The invitation for bids is publicly advertised.

(b) Adequate Sources. Bids are solicited from an adequate number ofknown suppliers.

(c) Adequate Specifications. The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

(d) Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date ofbid opening.

(e) Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.

(f) Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the

lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

(g) Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

FTA strongly encourages non-governmental recipients to use similar procedures.

d. Competitive Proposals (Request for Proposals). The Common Grant Rule for governmental recipients acknowledges the use of competitive proposals to be a generally accepted procurement method when the nature of the procurement does not lend itself to sealed bidding and the recipient expects that more than one source will be willing and able to submit an offer or proposal.

(1) When Appropriate. Competitive proposals should be used when any of the following circumstances are present:

(a) Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.

(b) Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.

(c) Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the recipient's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.

(d) Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

(2) Procurement Procedures. The following procedures apply to procurements by competitive proposals:

(a) Publicity. The request for proposals is publicly advertised.

(b) Evaluation Factors. All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.

(c) Adequate Sources. Proposals are solicited from an adequate number of qualified sources.

(d) Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.

(e) Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.

(f) Best Value. If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.

FTA strongly encourages non-governmental recipients to use similar procedures.

e. Two-Step Procurement Procedures. If permitted by State and local law, the recipient may use two-step procurement procedures in both sealed bid and competitively negotiated procurements, provided the opportunity for full and open competition is retained.

(1) Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical approach to the recipient's request and technical

qualifications to carry out that approach. The recipient then may narrow the competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

(2) Review of Bids and Proposals Submitted by Qualified Prospective Contractors. The second step consists of soliciting and reviewing complete bids (sometimes referred to as "two-step sealed bidding") or proposals (as in "competitive negotiations"), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, the recipient should attempt to solicit bids or proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, and other contracts covered by 49 U.S.C. Section 5325(b) discussed in subsection 3.f of this Chapter, FTA expects the recipient to consider all bid or proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified bidder or offeror.

f. Architectural Engineering (A&E) Services and Other Services. FTA's enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, but also for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used as described below.

(1) Qualifications-Based Procurement Procedures Required. The recipient must use qualifications-based procurement procedures not only when contracting for A&E services, but also for other services listed in 49 U.S.C. Section 5325(b)(l) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA assisted construction project must be selected through qualifications-based procurement procedures.

(2) Qualifications-Based Procurement Procedures Prohibited. Unless FTA determines otherwise in writing, a recipient may not use qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to

construction may not be made through the use of qualifications-based procurement procedures.

A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that will become off-the-shelf items or will be fabricated and delivered as final end products for installation in an FTA assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor are actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

(3) Qualifications-Based Procurement Procedures. The following procedures apply to qualifications-based procurements:

(a) Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.

(b) Price. Price is excluded as an evaluation factor.

(c) Most Qualified. Negotiations are first conducted with only the most qualified offeror.

(d) Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

(e) Effect of State Laws. To the extent that a State has, before August 10,2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.

(4) Audits and Indirect Costs. As required by 49 U.S.C. Section 5325(b)(2), the following requirements apply to a third party contract for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services:

(a) Performance of Audits. The third party contract or subcontract must be performed and audited in compliance with FAR Part 31 cost principles.

(b) Indirect Cost Rates. The recipient and the third party contractor, its subcontractors and subrecipients, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute.

(c) Application ofRates. After a firm's indirect cost rates established as described in subparagraph 3.f(4)(b) above are accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.

(d) Prenotification; Confidentiality of Data. Before requesting or using cost or rate data described in subparagraph 3.f(4)(c) above, a recipient must notify the affected firm(s). That data must be kept confidential and may not be accessible by or provided by the agency or group of agencies that share cost data under this subparagraph, except by written permission of the audited firm. If prohibited by law, that cost and rate data may not be disclosed under any circumstances. FTA recognizes that many States have "Open Records" laws that may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using a firm's cost or rate data, not only should a recipient notify the affected firm, but it must also obtain permission to provide that data in response to a valid request under applicable State law. The confidentiality requirements of 49 U.S.C. 5325(b)(2)(D) cannot be waived, even if those confidentiality requirements conflict with State law or regulations.

g. 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 and regulations.

(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. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.

h. Design-Build. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design

and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2).

(1) Procurement Method Determined by Value. First, the recipient must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.

(a) Construction Predominant. The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

(b) Design Services Predominant. In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, as described in subsection 3.e of this Chapter.

(2) Selection Processes. The recipient may structure its design-build procurement using one or more steps as described below:

(a) One-Step Method. The recipient may undertake its design-build procurement in a single step.

(b) Two-Step Method. Another procurement method the recipient may use for large design-build projects is a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253m. This method consists of:

1 Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical qualifications and technical approach to the project. The recipient may then narrow the competitive range to those prospective contractors with satisfactory qualifications that demonstrate a technically satisfactory approach.

2 Review of Complete Proposals. The second step consists of soliciting and reviewing complete proposals, including price, submitted by prospective contractors first determined to be qualified.

By using this two-step method, it will not be necessary for the recipient to undertake extensive proposal reviews, nor will prospective offerors need to engage in expensive proposal drafting. This two-step selection procedure is separate and distinct from prequalification and is but one procurement method available to the recipient.

1. Other Than Full and Open Competition. Normally, the recipient must provide for full and open competition when soliciting bids or proposals. The Common Grant Rule for governmental recipients, however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

(1) When Appropriate. A recipient may use noncompetitive proposals only when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

(a) Adequate Competition. After soliciting several sources, FTA expects the recipient to review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

(b) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

- Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:

Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source.

Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

.Q Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.

.£ Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

Q Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

2 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

a 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 sole source.

.Q 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.

(c) Unusual and Compelling Urgency. The Common Grant Rule for governrnental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be

seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.

(d) Associated Capital Maintenance Item Exception Repealed. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.

(e) Authorized by FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:

1 Consortium, Joint Venture, Team, Partnership. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

2 FAR Standards. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

Statutory Authorization or Requirement. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

National Emergency. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.

Research. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that

has or will have an essential engineering, research, or development capability.

d Protests, Disputes, Claims, Litigation. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.

International Arrangements. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.

f National Security. When the disclosure of the recipient's needs would compromise the national security.

g Public Interest. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.

(2) When Prohibited. Less than full and open competition is not justified based on:

(a) Failure to Plan. The recipient's lack of advance planning, or

(b) Limited Availability ofFederal Assistance. Concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance previously available for award).

(3) Procurement Procedures. When less than full and open competition is available to the recipient, the Common Grant Rule for governmental recipients directs the recipient to:

(a) Potential Sources. Solicit offers from as many potential sources as is practicable under the circumstances.

(b) Sole Source Justification. Ifthe recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately in light of the standards of subparagraph 3.i(1)(b) ofthis Chapter. FTA expects this sole source justification to be in writing.

(c) Cost Analysis. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

(d) Preaward Review. Submit the proposed procurement to FTA for preaward review if FTA so requests.

4. ELIGIBLE COSTS. Property and services must be eligible for Federal participation under the standards of the Federal cost principles applicable to the recipient before the recipient may use FTA assistance to support its costs (2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, or FAR Part 31). A recipient may use its own cost principles that comply with applicable Federal cost principles. FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

5. INCENTIVE COSTS AND PAYMENTS. SAFETEA-LU added a new amendment, 49 U.S.C. Section 5309(1), authorizing incentive payments to contractors that provide accurate cost and ridership estimates in connection with a new fixed guideway capital project, and to contractors that enable a new fixed guideway capital project to be completed for less than its original estimated cost. These incentive payments will be allowable costs in addition to other eligible project costs and must be "necessary and reasonable." *See*, the Questions and Answers pertaining to incentive contracts at FTA's Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/faq/grants_financing_6148.htmi.**

6. COST ANALYSIS AND PRICE ANALYSIS. The Common Grant Rules require the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.

   a. Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

      (1) Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.

(2) Profit. FTA expects the recipient to 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 the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. As discussed previously in subsection 3.a of this Chapter, the price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

c. Guidance on Cost and Price Analysis. FTA recognizes that some recipients may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA nor DOT may change the Common Grant Rules' requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the FAR The recipient may use the following resources as guidance in preparing cost or price analyses:

(1) FTA's "Best Practices Procurement Manual," Chapter 5,

(2) The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment,"

(3) Pricing Guide for FTA Grantees, FTA Web Site: **http://www.fta.dot.gov/documents/Helpline_Price_Guide.doc.,**

(4) FAR Part 31, Contract Cost Principles and Procedures, and

(5) Defense Contract Audit Agency Audit Manual. *See*, the DCAA Web site: **http://www.dcaa.mil.**

Note, however, that the requirements ofFAR Part 31 and the Defense Contract Audit Agency Audit Manual may differ from restrictions applicable to an FTA recipient.

Each FTA recipient must comply with those Federal laws and regulations directly applicable to it.

7. EVALUATIONS. The following standards apply:

   a. General. When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.

   b. Options. In awarding the contract that will include options, the following standards apply:

      (1) Evaluation Required. In general, FTA expects the recipient to evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

      (2) Evaluation Not Required. The recipient need not evaluate bids or offers for any option quantities when the recipient determines that evaluation would not be in its best interests. An example of a circumstance that may support a recipient's determination not to evaluate bids or offers for option quantities is when the recipient is reasonably certain that funds will not be available to permit it to exercise the option.

   c. Evaluators. In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the recipient determines would be necessary or helpful. Although many FTA recipients assign evaluation duties to their own personnel, a recipient lacking qualified personnel within its organization may contract for the evaluation services it needs. If the recipient does contract for evaluation services, the procurement standards of this circular will apply to those contracts and to those contractors selected to perform procurement evaluation functions on behalf of the recipient.

8. CONTRACT AWARD. The following provisions apply to third party contract awards:

   a. Award to Other Than the Lowest Bidder or Offeror. Federal transit law at 49 U.S.C. Section 5325(c) authorizes the recipient to award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. The recipient may also award a contract to other than the offeror whose proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, the recipient should include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

b. Award Only to a Responsible Bidder or Offeror. SAFETEA-LU amended 49 U.S.C. Section 5325 to require FTA assisted contract awards be made only to "responsible" contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the recipient that it qualifies as "responsible" under the standards of 49 U.S.C. Section 5325, and that its proposed subcontractors also qualify as "responsible."

To designate a prospective contractor "responsible" as required by 49 U.S.C. Section 5325, FTA expects the recipient, at a minimum, to determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor must fulfill the following criteria:

(1) Integrity and Ethics. Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),

(2) Debarment and Suspension. Be neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,

(3) Affirmative Action and DBE. Be in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements,

(4) Public Policy. Be in compliance with the public policies ofthe Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),

(5) Administrative and Technical Capacity. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),

(6) Licensing and Taxes. Be in compliance with applicable licensing and tax laws and regulations,

(7) Financial Resources. Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),

(8) Production Capability. Have, or can obtain, the necessary production, construction, and technical equipment and facilities,

(9) Timeliness. Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and

(10) Performance Record. Be able to provide:

(a) Current Performance. A satisfactory current performance record, and

(b) Past Performance. A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:

1 Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,

2 Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and

J Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be nonresponsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

c. Rejection ofBids and Proposals. Depending on the type of recipient, the following applies:

(1) Governmental Recipients. The Common Grant Rule for governmental recipients asserts the recipient's right to reject all bids submitted in response to an invitation for bids or request for proposals.

(2) Non-Governmental Recipients. The Common Grant Rule for non-governmental recipients authorizes the recipient to reject any and all bids and proposals when it is in the recipient's interest to do so.

d. Extent and Limits of Contract Award. A selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

# VII. CHAPTER VII

## PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

FTA is not a party to its recipients' third party contracts, and does not have any obligation to any participant in its recipients' third party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of"Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

1. PROTESTS.

   a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with the initial responsibility to resolve protests of third party contract awards.

      (1) Protest Procedures. Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project.

      (2) Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist ofthe following:

         (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient

involved in a protest is similarly expected to notify PTA when it receives a third party contract protest to which the circular applies, and to similarly keep PTA informed about the status of the protest. The recipient is expected to provide the following information:

1 Subjects. A list of protests involving third party contracts and potential third party contracts that:

Have a value exceeding $100,000, or

b Involve a controversial matter, irrespective of amount, or

£ Involve a highly publicized matter, irrespective of amount.

2 Details. The following information about each protest:

A brief description of the protest,

h The basis of disagreement, and

£ If open, how far the protest has proceeded, or

d If resolved, the agreement or decision reached, and

Whether an appeal has been taken or is likely to be taken.

J. When and Where. The recipient should provide this information:

In its next quarterly Milestone Progress Report, and

h At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protests are outstanding.

4 PTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to PTA is likely to occur, PTA expects the recipient to inform the PTA Regional Administrator for the region administering a regional project, or the PTA Associate Administrator for the program office administering a headquarters project directly. PTA also encourages the recipient to keep its PTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(b) Access to Information. PTA expects the recipient to disclose information about any third party procurement protest to PTA upon request. PTA reserves the right to require the recipient to provide copies of a particular protest or all

protests, and any or all related supporting documents as FTA may determine necessary.

b. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

(1) Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1 Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3 Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

(b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.

(c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

(2) Extent ofFTA Review. As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

(a) The Recipient's Procedural Failures. FTA will consider a protest if the recipient:

1 Does not have protest procedures, or

2 Has not complied with its protest procedures, or

3 Has not reviewed the protest when presented an opportunity to do so.

(b) Violations ofFederal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations ofFederallaw for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

(c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

(3) FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

2. CHANGES AND MODIFICATIONS.

a. The Recipient's Role and Responsibilities. The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change. In general, FTA expects each recipient to comply with the following procedures:

(1) Approval Requirements. FTA expects the recipient to have cost justifications supporting each change order it may issue. FTA also expects the recipient's authorized official to approve any proposed change order before it is issued.

(2) Cost Restrictions. To be eligible for FTA assistance under the recipient's grant or cooperative agreement, the cost of the change, modification, change order, or

constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

A more extensive discussion on Changes and Modifications can be found in PTA's Best Practices Procurement Manual (BPPM).

b. PTA's Role and Responsibilities. PTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent ofFTA assistance that may be used to support those costs.

3. DISPUTES.

a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract disputes. If the recipient intends to request PTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the recipient's responsibilities are as follows:

(1) Notify PTA. PTA expects the recipient to provide the following information in connection with third party contract disputes in which it is involved:

(a) Subjects. A list of disputes involving third party contracts and potential third party contracts that:

1 Have a value exceeding $100,000,

.f Involve a controversial matter, irrespective of amount, or

J Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each dispute:

1 A brief description of the dispute,

.f The basis of disagreement, and

3 If open, how far the dispute has proceeded, or

4 If resolved, the agreement or decision reached, and

.2. Whether an appeal has been taken or is likely to be taken.

(c) When and Where. The recipient should provide this information:

1 In its next quarterly Milestone Progress Report, and

2 At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no disputes are outstanding.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about disputes with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Adequate Documentation. FTA expects the recipient to include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary.

(3) Audit. An audit can help the recipient demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The recipient should consider conducting or obtaining a formal audit to substantiate each part of a large contract dispute before entering into a settlement. The audit should be conducted in accordance with "Generally Accepted Auditing Standards" as defined by the American Institute of Certified Public Accountants. FTA also encourages the recipient to undertake an audit or similar analysis before settlement of a small dispute.

b. FTA's Role and Responsibilities. FTA generally does not become involved in negotiating the resolution of a recipient's disputes. However, FTA does reserve the right to become involved as follows:

(1) Determine Reasonableness. FTA may review the reasonableness of a negotiated settlement to determine the extent of its participation in the costs of the settlement.

(2) Review Documents. When FTA considers necessary, FTA may review the recipient's files and history pertaining to the dispute or experience under a particular grant or cooperative agreement. If the recipient has already disbursed amounts determined to be ineligible through subsequent audit or FTA review, the recipient must return those amounts to FTA, unless FTA determines otherwise. FTA reserves the right to defer participation in settlement costs until it receives an adequate audit.

4. CLAIMS AND LITIGATION.

a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with recipients of Federal assistance. The recipient is also responsible for

resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the recipient to:

(1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract claims and litigation with which it is involved.

(a) Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that:

1 Have a value exceeding $100,000,

2 Involve a controversial matter, irrespective of amount, or

J Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each claim or lawsuit:

1 A brief description of the claim or litigation,

2 The basis of disagreement, and

J If open, how far the claim or litigation has proceeded, or

4 If resolved, the decision or agreement reached, and

2 Whether an appeal has been or is likely to be taken.

(c) When and Where. The recipient should provide this information:

1 In its next quarterly Milestone Progress Report, and

At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no claims or litigation are outstanding.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about claims and litigation with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Legal Rights and Remedies. In resolving third party contract claims, FTA expects the recipient to take reasonable measures to pursue its rights and remedies available under law, including settlement, particularly if failure to do so would

jeopardize the Federal interest in the project or cause the recipient to seek additional Federal assistance.

b. PTA's Role and Responsibilities. In support of its financial interest in the settlement of claims and litigation involving any federally assisted third party contracts, FTA has retained its discretion to assert the following rights:

(1) Proceeds Recovered. FTA retains a right to a share of any net proceeds recovered through a third party contract claim or litigation, in proportion to the amount FTA has committed to the project, unless FTA permits other uses of the proceeds recovered.

(2) Liquidated Damages. If the third party contract includes a liquidated damages provision, FTA expects the recipient to credit any liquidated damages recovered to the project, unless FTA permits other uses of the liquidated damages. For example, in negotiating the terms of a claim or litigation settlement, it may be reasonable for the recipient to exchange some or all liquidated damages that may be due the recipient for additional property or services.

5. FTA PARTICIPATION IN SETTLEMENTS, ARBITRATION AWARDS, AND COURT AWARDS.

a. The Recipient's Responsibilities.

(1) Settlement Arrangements Must Be Reasonable. FTA recognizes that a settlement may require the recipient to relinquish its rights to amounts it would otherwise be due, including amounts for liquidated damages and other matters, were it to prevail on all matters at issue. Still, FTA expects the recipient to enter into a settlement only if the recipient can justify its terms as reasonable. Reasonable settlement arrangements can take many forms. In certain situations, an agreement by the contractor to provide extra property or services in lieu of payments or reduced payments for damages, including liquidated damages, may be reasonable.

(2) Maintain Sufficient Records. To justify PTA's participation in settlements, arbitration awards, or court awards, the recipient's records must be sufficient to demonstrate that the recipient has taken reasonable and prudent measures to prevent or offset the actions or circumstances resulting in the underlying protest, dispute, claim, or litigation.

(3) Obtain FTA Concurrence. When the recipient incurs costs due to binding arbitration or court decision, FTA expects the recipient to secure FTA review and its written concurrence in a proposed or final settlement involving a dispute, claim, or litigation before using Federal assistance to support its costs if one of the following circumstances is present:

(a) Exceeds $100,000. When the settlement exceeds $100,000.

(b) Insufficient Funds. When the approved project lacks sufficient funds to cover the settlement costs.

(c) Special Federal Interest or Federal Concern. When a special Federal interest or Federal concern is declared due to program management concerns, possible mismanagement, impropriety, waste, or fraud.

b. PTA's Prerogatives.

(1) Review Supporting Documentation. FTA reserves the right to review the recipient's supporting documentation.

(2) Provide Federal Assistance. If FTA assistance is available, FTA may provide a prorated share of any eligible costs resulting from protests, disputes, claims, litigation, or settlements that were not caused by the recipient 's mismanagement or are attributable to the contractor, and were otherwise properly incurred.

(3) Deny Federal Assistance. Protests, disputes, claims, litigation, or settlements that result from the recipient's negligence or error are usually ineligible for FTA participation. FTA reserves the right to determine the extent to which FTA assistance may be used for any dispute, claim, litigation, or settlement caused in whole or part by the recipient's negligence or error. Examples of situations that might be caused by a recipient's negligence or error include, but are not limited to, the following:

(a) Right-of-Way. Failure to ensure clear access to all needed right-of-way prior to award of the construction contract.

(b) Utility Agreements. Failure to execute all required utility agreements in time to assure uninterrupted construction progress.

(c) Planning and Scheduling. Failure to undertake comprehensive project planning and scheduling to achieve proper coordination among contractors.

(d) Subsurface Conditions. Failure to inform potential contractors of all available geo-technical information on subsurface conditions.

(e) Materials Compatibility. Failure to ensure that all materials provided by the recipient are compatible with contractor project facilities or equipment or both and available when needed.

# APPENDIX K

Property Management Standards

(f) Pre-Construction Surveys and Engineering. Failure to complete all pre-construction surveys and engineering prior to issuing the contractor a Notice to Proceed.

(g) Public Authority Approvals. Failure to complete the necessary approvals and agreements from all other public authorities affected by the project before contract award.

(h) Drawing Approvals. Failure by the recipient to approve and provide all design and shop drawings to the contractor promptly as needed.

# AUThv IZED VEHICLE INVENTORY

AS 0/10/2007

| | | | | | | | | | | | | | | | | | |
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| A,<!!O RY COMMU!"Il'f "ll | | | | | | | | | | | | | | | | | |
| HENRY coMMUNITY HEA :f!--1 | 331 | 1GAHG3gR711221 | 1 | i7_]cHEYY | | | | | | | | | | | | | |
| AARON HENRY COMMUNITY HEALTH | :A9336 | _0GAHG39R111221113 | | ıCHEVY | '2001 | | 151NO | ivAN | 37-01 | YES | r! | ANTONETIE GRAY | :624-5907 | 1 | 6/27/2001 | 22086.00 | |
| AARON HENRY COMMUNITY HEALTH | 1A9338 | J1GAHG39R511221194 | | _LCHEvY | | 20of | 5 N6 | - 37 | -01ES | | — 15j"N6 | vAN | 3f-o1 | | ANTONETIE Gy | -6g7t2oo1 | 22o86.o6 |
| MR<?_N HENRY–COMMUNITY HEAL'H | A9339 | '1H | v EABM82H531638 | | ll'JAVAfA_I2oo2 | | 29 | | 18:l | (j_A( | | ANTONETIE GRAY | 624 5907 | | 6/27/2001 | 22086.00 | |
| f{! .fi i Y COMMUNITY HEALTl:!! | A_340 | !! B GB .£' 3F3 | 4_8l_ | TBLl:!E!!Q_ | 20o3 | | | 'ES | BUS | !'. S. | 1 — A | _t-J.I ONETIE!!? | 5 ()_7 | | 5/5/2003 | 116547.60 | |
| AARON HENRY COMMUNITY HEALTH | 'A9341 | 1BAGBCPA93F213484 | | BLUEBIRD | 2003 | | 28 | YES | BUS | fES | +18 | ANTONETIE GRAY | 624-5907 | | 5/5/2003 | 116547.60 | |
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| (0R()N f:I RYOMM UNITY HEA | A 3_!3 | 1BAGBC!'A23F213486 | | BL!!EBI | D2Q_O- | | | YE | \!§ | | '(S-1B— | | | | | 5/5/2003 | 116547.60 |
| _RQ!'J tiE:RY COMMUNITY HEALTlj | 45 | 1BAGBfPA63F213 | ±88 | tBLUEBIR6i | 003 | 5/6/2003 | 2 YE | BUS | | | E | | | | 5/5/2003 | 116547.60 | |
| AARON HENRY COMMUNITY HEALTH | :A934ifl1GNDU03E130296941 | | | CHEVY | 003 | | 7 NO | !VAN | i03-15 | APL | 18 | ANTONETIE GRAY | 624-5907 | | 8/14/2003 | 17426.06 | |
| R qi"i=IENRY coMMUNITY HEAl.TH_ | l'fr\iouo3Eo3o3oo574 | | if_HEVY | 2oo3 | | | 7!Nq | Q.3:! | AECt | 18 | | ANTONETIE GRA'(t62 | 5: | | 8t14t2oo3 | 17426.06 | |
| AARON HENRY COMMUNITY HEALTH | ,A9348 | 1GNDU03E630299463 | | CHEVY | 2003 | | 7 NO | VAN | [16-30 | APL | 18 | ANTONETTE GRAY | 624-5907 | | 8/14/2003 | 17426.06 | |
| IMR:6_N 8l· coMMUNITY HEA | 5 | BAAKCSH1RF !! | :!! | _! | '=-l! | BiRo | 94 | | | | | ANTONETIE GRAY | 5 <Ji | | 2/3/1994 | 54794.00 | |
| AARON HENRY COMMUNITY HEALTH | iB8910 | 11FDKE30G2SHC02184 | | iFORD | 1995 | | zstYES | BUS | 3-08 | APt-li | | ANTONETIE GRAY | 624-5907 | | 1/25/1996 | 41600.00 | |
| oi!:_.{ NRYCOMMUNITY HEALTH | | ! 91 | 1:j1GDHGJ1KORF533Tii1GrV1c | | | 9-6 | 17 YES | BUs | '3: oa | 1-'Al | j--- | ANTONETIE GRAY | 2}} | 9o7 | 1130/199 | 737375-:56 | |
| ON HENRY COMMUNITY HEALTH | C7712 | 4CDK59M27R2107136 | | [OSHKOSH | 1994 | 3/9/2001 | 36 YES | BUS | 3-08 | DEL | 1B— | ANTONETIE GRAY | 624-5907 | 15/1993 | | 78024.00 | |
| _AARON HENRY COMMUNITY HEALTH | lC7713 | 4CDK59M29R21071:l | | lOSHKOiifif-:t"994 | | 3/9/2001 | 36 YES | BUS | 3-08 | DEL | 18 | ANTONETIE GRAY | 624-5907 | | 12/15/1993 | 78024.00 | |
| AARONHENRYCOMMUNITYHEALTH | AN#1 | JT3YR22W4K5058810 | | TOYOTA | 1989 | 2/5/1996 | 9NO | VAN | C | DEL | 18 | ANTONETIEGRAY | 624-5907 | | | 11000.00 | |
| RON HENRY COMMUNITY HEALTHTvAN#2 | | JT3YR22W9K5059788 | | TOYOTA | 1989 | 2/5/1996 | 9 NO | VAN | C | DEL | 18 | ANTONETIE GRAY | 624-5907 | | | 11000.00 | |
| ON HENRY COMMUNITY HEALTH_ | iA9349 | 1FDWE35L55HA19356 | | FORD | 2005 | | 17 YES | BUS | 03-15 | APL | 18 | ANTONETIE GRAY | 624-5907 | | 7/28/2004 | 43500.00 | |
| [_AARON HENRY COMMUNITY HEALTH | lA9350 | 1FDWE35L95HA19358 | | FORD | 2005 | | 17 YES | BUS | 03-15 | APL | 18 | ANTONETIE GRAY | 624-5907 | | 7/28/2004 | 43500.00 | |
| AARON HENRY COMMUNITY HEALTH | A10901 | 2B5WB35Z1XK529312 | | DODGE | 1999 | | | | | YES | 18 | ANTONETIE GRAY | 662-624-5907 | | | | |
| ADVENTISTHEALTHCENTER | C0101 | 2GBHG31M6E4130381 | | CHEVY | 1984 | 11/13/1996 | 15NO | BUS | 16 | YES | 16 | PATRICIALEE | 442-8681 | | | 0.00 | |
| ALCORN CO HRA | A0201 | 2B5WB31RICK147782 | | DODGE | 1982 | 11113/1996 | 15 NO | VAN | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0202 | 2B5WB31R8CK147780 | | DODGE | 1982 | 12/8/1993 | 12 NO | VAN | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0203 | 2B5WB31RXCK147781 | | DODGE | 1982 | 12/8/1993 | 12 NO | VAN | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0204 | 'B32JEAX103419 | | DODGE | 1980 | 9/17/1991 | 12 NO | VAN | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0205 | 1FBHS31G6EHB68975 | | FORD | 1984 | 8/21/1990 | 15 NO | VAN | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0206 | 2GBHG31M7F4169823 | | CHEVY | 1985 | 6/16/1995 | 15 NO | BUS | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0207 | 2B7KB33R6BK255784 | | DODGE | 1981 | 12/8/1993 | 15 YES | BUS | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |
| ALCORN CO HRA | A0209 | 2GBHG31MOE4176692 | | CHEVY | 1984 | 5/29/1987 | 17 NO | BUS | 16 | DEL | 16 | ANNETIE MITCHELL | 286-7748 | | | 0.00 | |

PROJECT DIRECTOR

MOOT MANAGER

MOOT TRANSIT SPECIALIST

# AUThJRIZED VEHICLE INVENTORY



| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ALcoRN CO HRA | A0213 | 1FBJS31H9PHA92648 | FORD | 1993 | | 15 | VAN | 16-20 | | | | | |
| ALCORN CO HRA | A0216 | 2B5WB35ZXRK145368 | DODGE | 1994 | | 15 NO | VAN | 116-21 | | | NNETTE MITCHEL 286-7748 | 4/12/1994 | 16641.11 |
| ALCORN CO HRA | ifo218 | 1FBJS31H9SHB95867 | FORD | 1995 | | 15 NO | VA | j16-23 | | | ANNEITE MITCHEI,lj2B6-7748 | 1&4/1995, | 19447.47 |
| | | 2003 | | 17 YES | BU | 16-30 | | | | | 1J:.-I- H ?.!J6-7748 | 8/19/20 | -43716.00 |
| | | 1979 | | 15 NO | VAN | T16 | | 16 | N/A | | tN/ | | 0.00 |
| ALLIED ENTERP. | A0404 | 'B36BE8K132024 | DODGE | 1978 | 6/27/19881 | 15 NO | VAN | 116 | DEL | 16 | N/A | N/--:::-:=- | 0.00 |
| BEACONHARBORS,INc | B3605 | 2GBHGiiM2E4123394 | ICH"EW"-19a4 | | 5/7/1991 | 15YES | BUS | 16 | DEL | 16 | &_LIZABETHPOWER | 453-5403 | 0.00 |
| BOLIVAR COUNTY GOA | A0501 | 'B36JE9K375049 | DODGE | 1979 | 10/6/1988 | 15 NO | VAN | 16 | DEL | 18 | J.Y.TRICE | 1846-6161 | 0.00 |
| BOLIVAR COUNTY C<:)- | | AQ5o2 2B7KB B fl_!S 5786 | DODGE | 1981 | | 12 YES | VAN | 16 | JDEL | 1f=: | TRICE | 1846-6161 | 0.00 |
| BOLIVAR COUNTY g9 | A0503 | 1 1:) E3!) | FORD | | | 17 YES | BUS | 16-29 | R8 | | J.Y.TRICE | 846-6161 | 5/2 Q_0! £ 65.00 |
| BOLIVAR COUNTY C<:)-- | A7501 | 1S 61!)56 | DODGE | | | 15 NO | VAN | 18 | DE | | TRIC5 | 846-6161 | T 9 :00 |
| BOLIVAR COUNTY COA | A7502 | 1FDKE30L1EHA56409 | FORD | 1984 | 9/21/HJ93 | 25 NO | BUS | 18 | DEL | 18 | J.Y.TRICE | 846-6161 | 0.00 |
| OLIR COUN:ritaE | | ?l. 2B5YJB35?2"K© | DODGE | 1989 | 2o/1996 | 15 NO | VAN | 1Q | | | IJ\TRIf | 846-6161 | 7/11/ 15359.91 |
| BOLIVARCOUNTYCOA | A7504 | "fFDKE37GXLHB48494 | FORD | 1990 | 11/23/2004 | 21 YES | BUS | 18-07 | YES | 18 | J.Y.TRICE | 846-6161 | 4/4/1991 38172.35 |
| BOLIVAR COUNTY GOA | A7505 | 1FDKE30G4NHB60430 | FORD | -1-1992 | 10/01/2003 | 25 YES | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 12/15/1992 41159.00 |
| BOLIVAR COUNTY COA | A7506 | 1FDKE30GOPHB32725 | FORD | 1993 | f0/01/2003 | 25 YES | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 6/28/1993 42694.50 |
| BOLIVAR COUNTY COA | A7507 | 1FDKE30G2PHB32726 | FORD | 1993 | 10/01/2003 | 25 YES | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 6/28/1993 42694.50 |
| BOLIVAR COUNTY COA | A7508 | 1FDKEJOG1PHB69895 | FORD | 1993 | 11/05/2003 | 25 NO | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 10/15/1993 37794.50 |
| BOLIVAR COUNTY COA | A7509 | 1FBJS31H9SHB95870 | FORD | 1995 | | 15 NO | VAN | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 9/25/1995 19447.47 |
| BOLIVAR COUNTY COA | A7510 | 1FDKE30G3SHB96508 | FORD | 1995 | | 25 YES | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 2/28/1996 43760.00 |
| BOLIVAR COUNTY COA | A7511 | 1FDKE30G9SHC02179 | FORD | 1995 | 11/23/2004 | 25 YES | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 2/28/1996 43760.00 |
| BOLIVAR COUNTY COA | A7512 | 1FDKE30G5SHC02180 | FORD | 1995 | 11/05/2003 | 25 NO | BUS | 3-08 | YES | 18 | J.Y.TRICE | 846-6161 | 2/28/1996 38760.00 |
| BOLIVARCOUNTYCOA | A7513 | 1FDXE40S2WHA14027 | FORD | 1998 | | 25 NO | BUS | 16-23 | YES | 18 | J.Y.TRICE | 846-6160 | 3/16/1998 41151.00 |
| BOLIVAR COUNTY COA | A7514 | 1FDWE30L9WHB97506 | FORD | 1998 | | 17 YES | BUS | 16-25 | YES | 18 | J.Y.TRICE | 846-6161 | 3/1/1999 39744.00 |
| BOLIVAR COUNTY COA | A7515 | 2B5WB35ZXXK529311 | DODGE | 1999 | 5/30/2001 | 15 NO | VAN | 16-25 | DEL | 18 | J.Y.TRICE | 846-6161 | 3/25/1999 20914.75 |
| BOLIVAR COUNTY COA | A7516 | 2B5WB35Z7XK529315 | DODGE | 1999 | | 15 NO | VAN | 16-25 | YES | 18 | J.Y.TRICE | 846-6161 | 3/25/1999 20914.75 |
| BOLIVAR COUNTY COA | A7517 | 1FDXE40S3XHA44624 | FORD | 1999 | | 29 YES | BUS | 16-25 | YES | 18 | J.Y.TRICE | 846-6161 | 5/21/1999 55396.00 |
| BOLIVAR COUNTY COA | A7518 | 1FDXE40S5XHA44625 | FORD | 1999 | 5/30/2001 | 29 YES | BUS | 16-25 | DEL | 18 | J.Y.TRICE | 846-6161 | 5/21/1999 55396.00 |
| BOLIVAR COUNTY COA | A7519 | 1GAHG39R921237626 | CHEVY | 2002 | | 15 NO | VAN | 03-15 | APL | 18 | J.Y.TRICE | 846-6161 | 10/17/2002 20395.00 |
| BOLIVAR COUNTY COA | A7520 | 4UZAACBW03CL03363 | FREIGHTLI | 2003 | | 29 YES | BUS | 3-15 | APL | 18 | J.Y.TRICE | 846-6161 | 6/23/2003 85257.00 |

PROJECT DIRECTOR

MOOT MANAGER

MOOT TRANSIT SPECIALIST

(NOTE: ATTACH TO SIGNED INVENTORY)

PROGRAM YEAR: 2004 - 2005

Name of Organization: Aaron Henry Community Health Services Contract: 501523

"ANNUAL CERTIFICATION OF USE OF 5311 PROJECT EQUIPMENT"

1. Is the equipment/facility acquired with F.T.A. funds continuing to be used in accordance with the approved application? Yes No

2. Does the equipment/facility exceed that which is needed for transit operation? Yes No
If yes, please explain disposition plan below.

3. During the past twelve months, has any equipment been sold, damaged or otherwise taken out of service. Yes No

4. Any equipment__/ facilities_ leased or otherwise operated by a third party Yes No

5. Has the equipment been maintained in accordance with the manufacturer's and/or the Department's recommended maintenance schedule and in conformance with warranty requirements? Yes No

6. Procedures and practices are in place to prevent loss, damage, or theft of equipment/property? Yes No

If you answered "no" on questions 1 or 6; "yes" on questions 2, 3 or 4 please include below an explanation(s) for each item.

SIGNED: DATE: _____

# Request for Declaration of End of Useful Life FY2010

Project Name: _____

The following information must be provided for each vehicle that is requested to be declared "End of Useful Life" before the request can be processed.

1. V.I.N _____ 2. MDOT#: 3.Year: 4. CAPACITY:

5. Make:

6. Odometer Reading:

7. Estimated Value:

Based on: 2 Independent appraisals
Straight-line depreciation

8. Odometer reading on present drive train if any major components have been replaced: _____

9. Location of Vehicle: _____

10. Current Service Status:

In service:
Out of service: Date taken out of service:

11. List all Repairs made in the past twelve months:

| Date | Cost of Repairs | ofRepairs |
|---|---|---|
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |

12. List All Repairs that need to be made at present:

| | Estimated Cost | Type of Repairs |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

13. List all Major Repairs (i.e. $350 or more) made during the past thirty-six months:

| Date | Cost of Repairs | ofRepairs |
|---|---|---|
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |

14. Current Insurance Cost per Year: ___$_____

15. Anticipated Insurance Refund: ___$_____ Saving: _____

16. Anticipated Other Savings: _____

Signed:_____ Date: __ __ __

Title: _____

# APPENDIX L

Pre-Award and Post-Delivery Audit of Rolling Stock Purchases

**PUBLIC TRANSIT DIVISION**
**CHECKLIST**

**Pre-Award Stage:**

Before the awarding ofthe contract, the following things must be done:

| Completion Date/Initials | Task |
|---|---|
| _____ | Buy America Certification (Pre-Award) |
| _____ | Bid Specification Pre-Award |
| _____ | Receipt of Manufacturer's FMVSS Certification |

**Post-Delivery Stage**

The following things must be done during the time after the vehicle(s) is (are) delivered and before formal acceptance of those same vehicles:

| | |
|---|---|
| _____ | Buy America Certification (Post-Delivery) |
| _____ | Vehicle Sight Inspection |
| _____ | Vehicle Road Test |

**File Maintenance:**

| | |
|---|---|
| _____ | Copy of Solicitation documents Certification |
| _____ | of Buy America compliance Certification of |
| _____ | bid specification compliance Certification |
| _____ | (from manufacturer) of FMVSS |
| | information (or its' inapplicability) |

# PRE-AWARD FMVSS
# COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____(the recipient) certifies that it received, at the pre-award stage, a copy of _____ (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code ofFederal Regulation, Part 571.

Date: _____

Signature: _____

Title: _____

# PRE-AWARD BUY AMERICA
# COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663- Subpart B, — — — — — — — — — -(the recipient) is satisfied that the buses to be purchased,,_____ (number and description of buses) from _____(the manufactures), meet the requirements of Section 165(b)(3) ofthe Surface Transportation Assistance Act of 1982, as amended. The recipient, — — — — — — — — — — — — has reviewed documentation provided by the manufactures, which list (1) the proposed component and subcomponent parts of the buses identified by manufacturer, county of origin, and cost; and (2) the proposed location of the final assembly point for the buses; including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____Title: _____

# PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663- Subpart D, _____(the recipient) certifies that it received, at the pre-award stage, a copy of _____ (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulation, Part 571.

Date: _ _ _ _ _ _ _ _ _ _ _ _

Signature: _____Title: _____

# MANUFACTURES FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

The bidder herby certifies that construction of the current year model _____ _____

_____buses, manufactured by the _____ _____, meet

or exceed all applicable requirements of the Federal Motor Vehicle Safety Standards.

_____ _____

Signature Title

_____

Date

# POST-DELIVERY INSPECTION FORM

Customer Name: Warren Yazoo Mental

Address: 3444 Wisconsin Ave

City, State, ZIP: Vicksburg, MS 39182

Model: 20 ❙❙ Dodge 7 Passenger

Chassis YIN:

O MOOT O Dealer O Agency Representative

Each Item Must Be Checked and Signed Off by ALL Parties on the lines designated below:
The purpose of this inspection is to ensure that the vehicle meets the vehicle specifications that were the basis of the bid. This inspection does not relieve the Dealer of manufacture of any warranty requirements on the product.

## CHASSIS

O Check under hood, proper wire & hose routing
O Belt tension
O Engine fluid levels
0 Correct tire inflation / Size __ __ __ __ __
0 Undercarriage inspection

## EXTERIOR BODY

O Visually inspected vehicle
O Detail clean-up/check for over-spray
O Paint inspection/touch-up
0 Paint/Graphics to specification (if applicable)

## EXTERIOR ELECTRICAL

0 High/low beam, turn signals, brake lights
O Side marker lights/clearance lights

## DRIVER'S AREA

O Driver seat appearance and operation
0 Interior/exterior mirror adjustment
O Driver 's switches and controls operational
O Driver 's dash, floor, door appearance check

## INTERIOR PASSENGER AREA

O Trim pad, moldings & panels inspected for proper fit & finish
O Cab and headliner check
O Sidewall check
O Floor covering check for trim and cleanliness
O Trim and access panels

## INTERIOR ELECTRICAL

0 Switches, Horn, windshield wiper-washer operational check
O Stepwell/cou11esy/reading lights check
O Control console and fuse operational check (if applicable)

## DOORS AND WINDOWS

0 Walk-around inspection for proper operation
O Visually inspected windshield

## SEATING

O Visually inspected seats
O Recliners/arm rests operation
O Seat style and fabric to specification

## OPTIONS/FEATURES

O A/C and heat operation and output levels
0 Entertainment options operational check
O Luggage doors and fixture inspection

Agency is responsible for complying with the Manufacturers Lift requirements. The following operations must be functionally verified. Refer to operator's manual for procedures.

0 Handicap equipment operational check (all accessories included)
O Vehicle movement is prevented unless the lift door is closed, ensuring the lift is stowed.
O Lift operation shall be prevented unless the vehicle is Stopped and vehicle movement is prevented.
O The platform will not fold/stow if occupied.

POST-DELIVERY INSPECTION FORM

Customer Name: Warren Yazoo Mental

Address: 3444 Wisconsin Ave

City, State, ZIP: Vicksburg, MS 39182

Model: 2011 Dodge 7 Passenger

Chassis YIN:

COMMENTS:

PRINT AGENCY REPRESENTATIVE NAME

DATE

AGENCY REPRESENTATIVE SIGNATURE

DATE

I the undersign hereby certify that the above reference vehicle meets the vehicle Specifications that were the basis of the bid and that it meets all applicable Buy America, Federal Motor Vehicle Safety Act and American's With Disability Act Regulations.

Print Authorized Dealers / Manufacturers Name

DATE

Print Authorized Representative Name

Authorized Representative Signature

DATE

Department of Transportation Representative Signature

DATE

**APPENDIX M**

Special Warranty Agreement

## 20. SPECIAL 5333(b) (formerly SECTION 13(c)) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Rural General Public Transportation of the Act:

A. General Application

The Public Body _____ agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Rural General Public Transportation funding in the absence of a finding of non-compliance by the Department ofLabor.

B. Standard Terms and Conditions

I. The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interest of affected employees The terms "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economics related thereto; provided, however, that volume rises and fall of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the

also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, adrnin.stration and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

9. Any labor organization which is the collective bargaining representative of employees covered by these arrangements may become a party to these and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organizations shall participate shall be determined by the Secretary of Labor.

10. In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of Federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required projections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these projections shall apply to the Project.

D. Acceptance of Warranty

I, , by the signatures on the following page, do hereby certify that the has agreed to the terms and conditions of this Warranty and will accept this agreement as part ofthe contract of assistance with the Mississippi Department of Transportation.

# APPENDIXN

Section 5310/5311 and 5316 Monitoring Formats
Sub-recipient Alcohol/Drug Checklist

**Mississippi Department of Transportation**
**Public Transit Division**

# Elderly and Disabled Monitoring Report

Grantee
Address
Contract No.
Telephone Contact Person
Subcontractor/Operator
Address
Telephone Contact Person
Monitoring Date Date of Last Monitoring

I. Administration

1. Clientele Being Served:
   O General Public
   D Agency Clients
   D Non-disabled Elderly
   O Other (Specify) _____
   O Non-elderly Disabled Only
   D Elderly/Disabled
   D Disabled over 60

2. How Are Passengers selected For Service?

3. Average number of passenger trips: Per Day___ Per Month

4. Purpose of trips by percentage:
   Nutrition _____ Shopping/Personal
   Medical Educational
   _____ Employment _____ HHS Agency
   Social/Recreational _____ Other (Specify) _____

5. Type of scheduling used:
   D Fixed Route
   D Other (Specify) _____
   O Demand Response

6. Average number of miles all vehicles traveled:
   Per Day___ Per Month

7. (a) Days vehicle(s) available for use: _____
   (b) Days vehicle(s) routinely used: _____

8. Hours of the day vehicle(s) available:.:.

9. Average number ofhours vehicle(s) actually operated each day: _____

10. (a) Insurance coverage amounts adequate? DYes D No
    (b) Is MDOT listed as loss payee on the policy? DYes D No

(c) Are all approved vehicles included in the policy? D Yes D No
IfNo, Explain: _____

11. Copy of insurance on file with MDOT? D Yes D No

12. Contributions accepted from riders? D Yes D No

13. Method for accepting contributions from riders:
D Farebox D Donation Box 0Driver(s) D N/A
D Other (Specify) _____

14. How arcontributions used?

15. Compliance audit performed? DYes D No (Attach copy of audit report and summarize any findings and actions taken as a result of the audit.)

16. Indicate source(s) and amount(s) of funds budgeted to support operating expenses:
Title III Title XX _____ United Way
_____ City _____ County CSBG
_Other (Specify) _____

17. List amounts received year-to-date::
Title III Title XX _____ United Way
_____ City County CSBG
_____Other (Specify) _____

18. Copy ofMDOT contract on file? DYes D No
(a) Any special contract conditions? DYes D No
(b) If yes, explain: _____

19. Can contractor provide copies of previous months' reports?

| | Yes | No |
|---|---|---|
| Monthly reports | D | D |
| Trip by trip reports | D | D |
| Daily Checklist | D | D |
| Maintenance records | D | D |

20. Monthly Vehicle Reports:

| | | |
|---|---|---|
| Completed on each vehicle | D | D |
| Summary report completed | D | D |
| Computations correct | D | D |

21. Six Month Reports:

| | | |
|---|---|---|
| Completed on each vehicle | D | D |
| Summary report completed | D | D |
| Computations correct | D | D |
| Trip purposes listed correctly | D | D |
| Vehicle identification listed | D | D |
| Mileage calculated | D | D |

| | | |
|---|---|---|
| Operating cost listed | D | D |
| Submitted on time | D | D |

If no, explain: _____

22. Is contractor maintaining adequate Elderly and Disabled Transportation files?
D Yes D No Explain: _____

Detail any efforts made to coordinate with other transportation providers, including Rural Public Transit:

II. Vehicle Records/Inspection

24. Vehicle Inventory:

| | Yes | No | N/A |
|---|---|---|---|
| (a) Vehicle titles on file? | D | D | D |
| (b) Vehicle titles correct? | D | D | D |

Number of vehicles purchased with Title XX Funds
Number of vehicles purchased with Elderly and Disabled Program funds
In-kind vehicles
Other (Specify)
Total
Number ofVehicles Designated as Backup
(c) Review MDOT Vehicle Inventory with project vehicles and list any necessary changes:

(d) Does Project have a non-expendable property file? DYes 0No
If no, explain: _____

25. Are all approved vehicles providing services? DYes D No
If no, explain (include date and reasons any vehicles taken out of service): _____

Comments:

III. Maintenance Program (Review at least one month's maintenance records)

26. Does project have an acceptable preventive maintenance program? Explain:

27. Have there been any excessive or recurring maintenance expenditures?

28. Has project complied with MDOT's recommended Scheduled Preventive Maintenance program?

| | Yes | No |
|---|---|---|
| Records maintained on each vehicle | D | D |
| Preventive maintenance being performed | D | D |
| Daily pre-trip inspections by staff? | D | D |
| Has required maintenance interfered with provision of transit services? | D | D |

Summarize any problems identified and possible corrective action to be taken:

29. Vehicle warranties on file? DYes D No DNA

30. Vehicle Inspection

MDOT's Project Monitor will inspect and/or ride several project vehicles and will then answer the following questions:

| | Yes | No | N/A |
|---|---|---|---|
| Logos are on vehicles as required. | D | D | D |
| Outside of vehicle(s) is(are) clean. | D | D | D |
| Interior(s) is(are) clean. | D | D | D |
| Safety equipment (e.g.fire extinguisher, first aid kit, safety triangles and flares) on vehicles | D | D | D |
| Inspection sticker(s) current. | D | D | D |
| Tag(s) current. | D | D | D |

Summarize major findings:

31. List any vehicle that has been sold, damaged or otherwise taken out of service (verify end of useful life documentation and disposition of vehicle).

32. List information for all vehicle(s) inspected:

(l)MDOT# Make Capacity
VIN# Exact Mileage _____

(2) MDOT# Make Capacity
VIN# Exact Mileage _____

(3) MDOT# Make Capacity
VIN# Exact Mileage _____

(4) MDOT # Make Capacity
VIN# Exact Mileage _____

(5) MDOT# Make Capacity
VIN# Exact Mileage _____

(6)MDOT# Make Capacity
VIN# Exact Mileage _____

33. Have all drivers completed:

| | Yes | No |
|---|---|---|
| First Aid training | D | D |
| Defensive Driver training | D | D |
| Pre-employment physical exams | D | D |
| Behind the wheel supervised orientation | D | D |

34. Review drivers; training records: list type and latest completion date:

35. Does project have:

| | | |
|---|---|---|
| Written safety program? | DYes | DNo |
| Accident reporting procedure for drivers? | DYes | DNo |
| Accident reporting procedure to MDOT? | DYes | DNo |

Comments:

36. Attach a list of current drivers' names and commercial driver's license numbers.

37. Service changes -note any changes in services (routes, demand response, fares, etc.)

38. Problems, concerns, or comments presented by grantee:

**39.** Have all prior monitoring concerns been resolved _yes no na
If no, explain

IV. **Civil Rights/Non-Discrimination**

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | Grantee has written policies prohibiting unlawful discrimination in: | | | |
| | a. Employment | D | D | D |
| | b. Contracting | D | D | D |
| | c. Service provision | D | D | D |
| B. | Grantee has an EEO/Affirmative Action Plan. | D | D | D |
| C. | Title VI and ADA Policies are posted in places visible to the general public. | D | D | D |
| D. | All Grantee subcontracts contain non-discrimination clauses | D | D | D |
| E. | Does Grantee have compliant resolution procedure? | D | D | D |
| F. | Grantee maintains records of discrimination complaints. | D | D | D |
| G. | Have there been any Civil Rights complaints filed against the project. If yes, please attach details. | D | D | D |
| H. | Records of how complaints were resolved are maintained. | D | D | D |
| I. | The project is in compliance with Title VI Civil Rights Assurances. | D | D | D |
| J. | The project has policies and procedures detailing public outreach and involvement efforts initiated to ensure that minority and low income individuals have meaningful access to program activities. (Please attach) | D | D | D |
| K. | The project has a written plan for providing language assistance for persons with limited English proficiency (LEP) (Please attach) | D | D | D |

Comments:

Monitored by: _____ Date:

_____ _____

MDOT Monitor Date

_____ _____

PTD Manager Date

Concerns and Recommendations

Z:\Monitoring\53LOMonBlankForm.doc

# SECTION 5311 PROGRAM MONITORING REPORT

Project: _____
Project Address: _____

Contract Number: _____

Date of Last Monitoring:

Date of Visit: _____

I. **Audit Performed:** D Yes D No D N/A (If Yes, indicate type) _____
Year-end Statement Submitted: DYes D No D N/A (If Yes, check one of the following D Undergoing PTD Review D Submitted to IAD D Completed D Final Payment Processed

A. Attach a copy of Audit Report and/or Year-end Statement. Summarize any findings and action taken as a result of the Audit or Year-end Statement.

1.
2.
3.

B. Has a Corrective Action Plan been developed to address findings? Attach copy of plan. D Yes D No D N/A

C. Comment on status of corrective actions:

D. Financial Management Checklist administered? DYes 0No D N/A

II. **Administration and Management**

A. Managerial Capability
Sub-recipient must have the managerial capability to implement the project, manage contracts, and comply with federal and state requirements. To demonstrate managerial capability, sub-recipients/grantees must have an adequate number of staff; maintain adequate documentation of key policies; and submit timely, accurate, and complete quarterly reports.

1. Who is responsible for the day-to-day management of the transit program?

2. Please describe staffing and the responsibilities of key staff:

a. Does the number of staff appear appropriate for the number and complexity of tasks and the size of the program? DYes D No D N/A

3. What policies are documented in writing?
a. Maintenance plan (required)

b. Drug and alcohol policy (required)
c. Title VI procedures (required)
d. Complaint resolution procedures (required)
e. Marketing plan
f. Emergency procedures
g. Safety policies and procedures
h. Operators' manual/service policies
i. Training program
J. Job descriptions
k. Accounting manual
I. Personnel policies
m. Fare evasion policies

**Comments:**

4. Who is responsible for preparing and submitting the quarterly reports?
   a. Are reports submitted on time? O Yes O No O N/A
      If no, what are the reasons for the delay?

   b. Reviewer, discuss any comments or issues with the reports.

5. Is the special labor protection warranty (Section 5333(b)) posted clearly for all employees to see? O Yes O No O N/A

   Sub-recipients must report any special labor warranty complaints and how they were resolved to MOOT.
   a. Have any special labor protection warranty complaints been received? O Yes O No O N/A
      If yes, explain in detail

   b. How were the complaints resolved?

6. Do you contract with private operators or other agencies? If yes, please identify.
   a. Who is responsible for managing the contract?

   b. What procedures are used to ensure that quality service is provided?

   Sub-recipients must have procedures for managing service contractors to ensure that quality service is provided.

## III. Administration

A. Review previous monitoring report and list action taken:
   1. On all concerns or recommendations cited.

   2. Specifically identify all unresolved concerns or questions.

B. Review appropriate reports for previous two months and address the following:

| Reimbursement Request | Yes | No | N/A |
|---|---|---|---|
| 1. Submitted on time | D | O | D |
| 2. Signed original(s) submitted | O | D | D |
| 3. Programmed amounts correct | D | D | D |
| 4. Current expenses identified | D | D | D |
| 5. Support documentation (Invoices, receipts, tickets) for all expenses | O | D | D |
| 6. All expenses documented as paid | D | D | D |
| 7. All expenses allowable | D | O | D |
| 8. Line item transfers documented | O | D | D |
| 9. Totals requested to date correct | O | O | O |
| 10. Total budgeted funds correct | D | D | D |
| 11. Reimbursement advice memos reviewed and on file | O | D | D |

12. Explain any expenses that could not be reconciled with documentation:

| Monthly Vehicle Reports | Yes | No |
|---|---|---|
| Initials | | |
| 1. Completed on each vehicle used | O | O |
| 2. Summary Report completed | D | D |
| 3. Completed correctly | D | D |
| a. Computations correct | D | D |
| b. Revenue identified | D | D |
| c. Vehicle identified correctly | D | O |
| d. Cost identified | O | O |
| 4. Submitted on time | O | O |
| 5. Reports cite vehicles out of service | O | O |
| Comments and/or suggested changes: | | |
| 6. Quarterly Fleet Summary Reports | D | D |

| Other Reports | Yes | No | N/A |
|---|---|---|---|
| Initials | | | |
| 1. DBE Reports submitted on time | O | D | D |
| 2. DBE Reports completed correctly | O | O | O |
| 3. DBE goal met | D | D | O |
| 4. Contractor required to have a DBE program? | D | D | D |
| a. Has program been approved by MOOT | D | O | D |

Comments and/or suggested changes:

| C. BudgeURevenues | Yes | No | N/A |
|---|---|---|---|
| 1. CurrenUApproved Budget on file | O | D | D |
| 2. Budget Narrative correct: | | | |
| a. All line items identified | D | D | D |
| b. Calculation/computations explain all extension amounts | D | D | D |

| | | | | |
|---|---|---|---|---|
| | c. All staff positions identified by title & percentage of time | D | D | D |
| | d. All local match identified by source & amount | D | D | D |
| | e. All contract revenue identified by source, type & amount | D | D | D |
| | f. documentation of local match commitment | D | D | D |
| | g. All unrestricted federal funds identified by type & amount | D | D | D |
| | h. Unrestricted federal funds applied consistent with formula | D | D | D |
| | i. All other revenue(s) identified by source & amount | D | D | D |
| | j. All "Other" specifically identified/explained | D | D | D |
| | k. Indirect supported by approved rate/plan | D | D | D |
| | l. Revenue projections appear realistic | D | D | D |
| 3. | Contractor has Capital Reserve Account | D | D | D |
| | a. Approved by MOOT | D | D | D |
| | b. Supported by accounting/ audit records/audit | D | D | D |
| 4. | a. Daily trip sheets/ridership reports reconcile with deposit records | D | D | D |
| | b. All vehicles contain fareboxes | D | D | D |
| | c. All farebox revenue recorded in general ledger or cash receipts journal | D | D | D |
| | d. Summarize farebox revenue collection, recording and deposit procedures, including chain of custody, in Comments section | D | D | D |
| 5. | All contract revenue reported by source & amount in general ledger or cash receipts journal | D | D | D |
| 6. | Any changes in source/amount of contract revenue projections | D | D | D |
| 7. | Farebox revenue records adequate (including deposit records/ procedure). | D | D | D |
| 8. | Implemented fare evasion policies to prevent theft | D | D | D |
| 9. | Contracts on file. (attach copy of each) | D | D | D |
| 10. | Contract revenue records adequate. | D | D | D |
| 11. | Contracts contain required clauses | D | D | D |
| 12. | Records reflect all interest earned by the project on transportation income. | D | D | D |
| 13. | Quarterly budget analysis completed | D | D | D |
| 14. | Inter-budget or inter-program transfers are occurring. (If Yes, explain below) | D | D | D |

Comments and/or suggested changes:

List current service contracts by contractor and amount:

List amounts received to date by contractor and amount:

List all other funding sources by source and amount:

D. Project Records

| | Yes | No | N/A |
|---|---|---|---|
| Contractor maintains financial project records for at least 3 years | IT | D | IT |
| **Administrative Records** | | | |
| 1. Bids solicited for all appropriate purchases. | D | D | D |
| 2. Project advertised for all purchases over $50,000 unit cost. | D | D | D |
| 3. Bid specifications provided for adequate competition. | D | D | D |
| 4a. Lowest bid accepted in each case | D | D | D |
| b. Written approval from MOOT | D | D | D |
| 5. Procurement records document history in accordance with 4220.1F (If No, Explain) | D | D | D |
| 6. Written Standards of Conduct | D | D | D |
| **Other Records** | | | |
| 1. In-kind Documented Correctly | D | D | D |
| 2. Any excessive/questionable cost (Explain below) | D | D | D |
| 3. Insurance policy/Bond current | D | D | D |
| 4. Coverage amounts adequate | D | D | D |
| 5. Is MOOT listed as loss payee on the policy | D | D | D |
| 6. All property/equipment shown on policy | D | D | D |
| 7. Copy of policy on file with PTD | D | D | D |
| 8 Employee time records adequate: | | | |
| a. Maintained for all staff | D | D | D |
| b. Signed by employee | D | D | D |
| c. Approved by supervisor's signature | D | D | D |
| d. Reflect hours worked, leave and holidays | D | D | D |
| e. Consistent with allocations approved via budget | D | D | D |
| 9. Project has complied with bonding requirements | D | D | D |
| 10. Approved project contract file includes the following: | | | |
| a. Notice to proceed | D | D | D |
| b. Signed contract | D | D | D |
| c. Approved budget | D | D | D |
| d. Original application | D | D | D |
| e. Certificate of Convenience & Necessity | D | D | D |
| f. Annual renewal current (Intrastate Carrier) | D | D | D |

Comments:

Capital Expense and Property Records

| | | | |
|---|---|---|---|
| 1. Bids or quotations solicited as appropriate. | D | D | D |
| 2. Project advertised for all purchases over $5,000 unit cost. | D | D | D |
| 3. Bid specifications provided for adequate competition. | D | D | D |
| 4. Lowest bid accepted in each case. | D | D | D |
| 5a. Bid(s) on file. | D | D | D |
| b. Written approval from MOOT. | D | D | D |
| 6. Procurement records document history | | | |

in accordance with 4220.1F (If No, Explain). D D D

7. Written Standards of Conduct. D D D

8. In-kind documented correctly. D D D

9. Does contractor purchase real property for the Section 5311 or Section 5310 assisted project? D D D

10. Does contractor make incidental use of any real property? D D D

a. If yes, was MOOT approval obtained? D D D

b. Explain incidental use below:

11. Does contractor maintain continuing control over the property? D D D

11.a. Any liens, assignments, loans or other financial obligations affecting or involving project equipment or facilities? If so please describe in detail below and attach documentation D D D

12. Is revenue used for transit, capital, or operating expenses? D D D

13. Does contractor have any excess real property? D D D

a. If yes, is there an excess real property inventory and utilization plan? D D D

b. Has the plan been updated, if necessary? D D D

14. Does contractor have equipment records that provide the following required information? Description, I.D. Number, Acquisition Date, Cost, Federal Percentage, Grant Number, Location, Use and Condition, Disposition Action, Vested Title. D D D

15. Did contractor conduct a physical inventory of all MDOT/FTA funded equipment in the past two years? D D D

16. Were the results of the inventory reconciled with the equipment records? D D D

17. Contractor has an adequate control system to prevent loss, damage or theft of property/equipment? D D D

18. Contractor maintains control of all Federally-funded sub-contractor-operated or leased equipment? D D D

19. Did contractor dispose of any FTA-funded real property or equipment during the last year? D D D

20. Property disposition documents adequate. D D D

21. Does contractor have a Capital Acquisition Asset Management Plan (CAAMP)? D D D

a. Is CAAMP approved by MOOT D D D

b. Capital Replacement Plan being used? D D D

c. Is replacement plan consistent with "capital reserve account?" D D D

If no, please explain:

Summarize the status of capital equipment approved but not purchased:

---

Vehicle Expense Records

| | Yes | No | N/A |
|---|---|---|---|
| 1. Operational expense documented adequately (mileage and vehicle identification) | IT | D | IT |
| 2. In-kind documented correctly | D | D | D |

3. Insurance policy current O O O
4. Insurance limits adequate O O O
5. All vehicles listed on policy O O O
6. Insurance premium consistent with budget O O O
7. Amounts requested for reimbursement are for approved vehicles only O O O

Comments:

## IV. Vehicle Inventory

_____
Initials

A. Vehicle titles on file with MOOT O O O
B. Vehicle titles correct O O O
C. All approved vehicles providing services O O O
D. Number of vehicles purchased with Section 5311 Funds
E. Number of vehicles purchased with Section 5310 Funds
F. Number of vehicles purchased with Section 5309 Funds
G. In-kind vehicles
H. Other_____
I. Total
J. Number of vehicles designated as backup
K. Review MOOT Vehicle Inventory with project records and list any necessary changes below:

Comments:

## V. Operating Procedures

A. Is project fully staffed? (If No, list vacancies and reasons)

B. Attach a list of current drivers' names and COL numbers

C. All drivers have completed:

| | Yes | No |
|---|---|---|
| 1. Selection process | IT | O |
| 2. DMV check | O | O |
| 3. Physical exams | O | O |
| 4. Behind the wheel supervised orientation | O | O |
| 5. Safety training | O | O |

D. Review drivers' training records; list type and frequency below:

E. Project has safety/risk management program D D

1. written accident and medical emergency procedures D D
2. training for drivers. D D
3. drivers are required to check in with dispatcher when it is necessary to leave "in service" vehicle unattended. D D

Comments:

F. Service changes: Note any changes in service (routes, demand response, fares, etc.)

G. If service changes were made, justify:

1. Were changes authorized by MOOT?
2. PSC approval?

**H.** Ridership

1. Daily ridership reports are kept for each vehicle. D D
2. Ridership reports are reconciled with farebox revenues. D D
3. What percentage of passengers during the past quarter were general public?

I. Charter Service:

| | Yes | No | N/A |
|---|---|---|---|
| 1. Charter service is being provided | D | D | O |
| 2. Approved by MDOT/FTA | D | D | D |
| 3. Approved by PSC | D | D | D |

4. Summarize any proposed changes in this service:

J. Service provided to within contiguous states: D D D

1. Federal Motor Carrier Administration Authority obtained? D D D
2. State authorization obtained? D D D

K. Maintenance

1. Does this project have an acceptable written Preventive Maintenance Program? Explain:

2. Have there been excessive or recurring maintenance expenditures? D D D
**If yes, explain in detail**
Have these been discussed with PTD staff? D D D
If yes give details of actions to resolve:

3. Preventive maintenance program includes lifts and other accessibility features(e.g. ramps, tie downs, lights, PA System and enunciators) D D D

4. Staff will review maintenance records for at least one month to determine if the project is complying with the Scheduled Preventive Maintenance Program developed by MOOT:

| | Yes | No | N/A |
|---|---|---|---|
| a. Records maintained on each vehicle | O | O | |
| b. Regularly scheduled preventive maintenance being performed | O | O | O |
| c. Drivers or other staff performs **daily** inspections of vehicles prior to operating each day | O | O | O |
| d. Daily inspection reports are signed | O | O | O |
| e. Required maintenance has interfered with provision of transit services | O | O | O |
| f. Project is complying with applicable EPA regulations for disposition of waste materials | O | O | O |
| g. Vehicle Warranties on file | O | O | O |
| h. Summarize any problems identified and possible corrective actions to be taken: | | | |
| I. Designated number of staff periodically visits and assess bus stop locations | O | O | O |
| m. Agency has a vehicle security display? | O | O | O |
| 1. Vehicle keys are secured at the end of each shift | O | O | O |
| 2. Keys are kept in lock box or other secure storage location | O | O | O |
| 3. Keys are signed in and out | O | O | O |

## VI. Vehicle Inspection

**A. MOOT's Monitor will inspect and/or ride several project vehicles and will then answer the following questions:**

| | Yes | No | N/A |
|---|---|---|---|
| 1. Logos are on vehicles as required. | D | O | O |
| 2. Outside clean. | O | O | O |
| 3. Interior clean. | O | O | O |
| 4. Operable safety equipment (fire extinguisher and first aid kit) on vehicles. | O | O | O |
| 5. Inspection stickers current. | O | O | O |
| 6. Tag(s) current. | O | O | O |
| 7. Visible body damage | O | O | O |
| 8. Broken windows/doors | O | O | O |
| 9. Seats damaged | O | O | O |
| 10. Floor damaged | O | O | O |
| 11. Emergency exits clearly labeled | O | O | O |
| 12. Emergency exits operable | O | O | O |
| 13. Destination signs visible | O | O | O |
| 14. Lift and tie downs operable | O | O | O |
| 15. P/A system operable | O | O | O |

**B. Summarize major findings**:

C. List information for all vehicle(s) inspected:

(1)MDOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(2) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(3) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(4) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(5) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(6) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(List additional vehicles inspected on Supplemental Sheet for Vehicle Inspection.)

## VII. **Performance**

A Performance standards are computed. D D D
B. Computations are used in project management. D D D
C. Project goals are established. D D D
D. Measurable objectives are established. D D D
F. Review goals and objectives and cite level of accomplishment below:

G. Review performance standards with Project Manager. Justify or explain significant changes and make comments:

H. Cite coordination efforts that have been made.

## VIII. **Civil Rights/Non-Discrimination**

| | Yes | No | N/A |
|---|---|---|---|
| A Grantee has written policies prohibiting unlawful discrimination in: | | | |
| a. Employment | D | D | D |
| b. Contracting | D | D | D |
| c. Service provision | D | D | D |
| B. Grantee has an EEO/Affirmative Action Plan. | D | D | D |

| | | | | |
|---|---|---|---|---|
| C. | Title VI and ADA Policies are posted in places visible to the general public. | D | D | D |
| D. | All Grantee subcontracts contain non-discrimination clauses . | D | D | D |
| E. | Grantee maintains records of discrimination complaints. | D | D | D |
| F. | Have there been any Civil Rights complaints filed against the project. If yes, please attach details. | D | D | D |
| G. | Records of how complaints were resolved are maintained. | D | D | D |
| H. | The project is in compliance with Title VI Civil Rights Assurances. | D | D | D |
| I. | The project has policies and procedures detailing public outreach and involvement efforts initiated to ensure that minority and low income individuals have meaningful access to program activities. (Please attach) | D | D | D |
| J. | The project has a written plan for providing language assistance for persons with limited English proficiency (LEP) (Please attach) | D | D | D |

Comments:

IX. ADA Paratransit Plan/Paratransit Service

| | | Initials | Yes | No | N/A |
|---|---|---|---|---|---|
| A. | An acceptable ADA Paratransit Plan has been developed and approved by MOOT and FTA. If No, please explain: | | D | D | D |
| B. | The ADA Plan was filed on time. | | D | D | D |
| C. | The Plan (Update) appears to be reasonable based on the following: | | | | |
| | 1. Current fixed route and paratransit service | | D | D | D |
| | 2. Eligibility process and public participation | | D | D | D |
| | 3. Coordination of funding and resources | | D | D | D |
| | 4. Period of time projected to implement the plan | | D | D | D |
| | 5. Ridership estimate projections | | D | D | D |
| | 6. Demand estimates | | D | D | D |

D. Are there circumstances that bear on the ability of the Grantee to carry out the Plan (Update) as presented? If Yes, please explain:

| | | Yes | No | N/A |
|---|---|---|---|---|
| 1. | Milestones are achievable. | O | DO | |
| 2. | Required financial resource projections are realistic | D | D | D |
| 3. | Cost projections are adequate. | D | D | D |
| 4. | The Grantee has the operational and management capabilities. | D | D | D |

| | | | | |
|---|---|---|---|---|
| E. | Is the Plan (Update) consistent with statewide planning activities? | D | D | D |

If No, please explain:

F. The Project has the operating and capital resources estimated to implement the proposed Plan. D D D

G. The Project has a formal ADA complaint procedure. D D D

H. All complaints have been responded to in writing. D D D

I. The Project provides complementary paratransit services. D D D

J. The Project has eligibility criteria and/or a certification process for persons with disabilities. D D D

Obtain a copy(s) of any certification or eligibility criteria/procedures that are not included in the Paratransit Plan and summarize the criteria or procedures below:

K. Do services comply with the applicable ADA-required service provisions, including:

1. Maintenance of accessible features D D D
2. Procedures to ensure lift availability
   a. When lift is inoperable, is vehicle taken out of service and repaired before return to service? D D D
   b. Are alternative arrangements made? D D D
   c. If vehicle(s) is/are left in service is it repaired within 5 days? D D D
3. Lift and securement use. D D D
4. Announcements on vehicles (fixed route service only). D D D
5. Vehicle identification mechanisms. D D D
6. Service animals. D D D
7. Use of accessibility features. D D D
8. Public information/communications. D D D
9. Lift deployment at any designated stop. D D D
10. Service to persons using respirators or portable oxygen. D D D
11. Adequate time for vehicle boarding and disembarking. D D D
12. Accessible vehicles marked with blue symbol D D D

## X. Drug and Alcohol Abuse Program

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | The Contractor has implemented a drug testing program. | O | DIT | |
| B. | The program complies with 49CFR, Part 655. | D | D | D |
| C. | Policy and program approved by MOOT | D | D | D |
| D. | Date program monitored Policy approval date: | | | |
| E. | The contractor has submitted a signed certification of compliance. If not, explain below: | D | D | D |

## XI. Planning

A. Does the agency/project make use of a planning process? D D D

B. Who has primary responsibilities for service planning?

C. How is the planning process used to evaluate and improve transit system/service performance?

1. Do drivers have input? O O O
2. Are passengers surveyed? O O O
3. Are other persons/organizations surveyed? O O O

B. Is project located in an MPO planning area? O O O
1.What is the level of involvement with the MPO?

2. Is the project included in the MPO? O O O
3. Does the project/organization have a short range development plan? O O O

C. Explain the level of involvement with Planning and Development District, City and County planning entities:

D. Describe public participation process:

---

XII. **Marketing**

A. Does project/organization have a marketing plan? O O O
B. Does project have route maps/ brochures O O O
C. Does project use ads, public notices or fliers? O O O
D. How does project promote services:
E. What is the amount and source of marketing/promotion budget?

XIII. **Contractor's Observations and Comments:**

Monitored by:

MOOT Monitor _____ Date _____

Other Staff Review (ADA/Inventory/Maintenance) _____ Date _____

Other Staff Review (DBE/Training/Aicohol & Drug) _____ Date _____

| | |
|---|---|
| Other Staff Review (Other Reports) | Date |
| PTD Administrator | Date |

## Concerns and Recommendations

Supplemental Sheet for Vehicle Inspection:

(7) MOOT# Make Capacity
VIN# Exact Mileage

(8) MOOT# Make Capacity
VIN# Exact Mileage

(9) MOOT# Make Capacity
VIN# Exact Mileage

(10) MOOT# Make Capacity
VIN# Exact Mileage

(11) MOOT# Make Capacity
VIN# Exact Mileage

(12) MOOT# Make Capacity
VIN# Exact Mileage

(13) MOOT# Make Capacity
VIN# Exact Mileage

(14) MOOT# Make Capacity
VIN# Exact Mileage

(15) MOOT# Make Capacity
VIN# Exact Mileage

(16) MOOT# Make Capacity
VIN# Exact Mileage

(17) MOOT# Make Capacity
VIN# Exact Mileage

(18) MOOT# Make Capacity
VIN# Exact Mileage

(19) MOOT# Make Capacity
VIN# Exact Mileage

(20) MOOT# Make Capacity
VIN# Exact Mileage

(21) MOOT# Make Capacity
VIN# Exact Mileage

(22) MOOT# Make Capacity
VIN# Exact Mileage

# SECTION 5311(f) INTERCITY PROGRAM MONITORING REPORT

This monitoring tool is designed to review and document the portion of sub-recipients intercity bus services that are supported or operated with Section 5311(f) assistance.

Project: _____

Project Address: _____

Contract Number: __ __

Date of Last Monitoring:

Date of Visit: _____

I. **Financial Statements:** D Yes D No D N/A (If Yes, indicate type) ____

II. **Oversight and Management**

A. Managerial Capability

Sub-recipient must have the managerial capability to implement the project, manage contracts, and comply with federal and state requirements. To demonstrate managerial capability, sub-recipients/grantees must have an adequate number of staff; maintain adequate documentation of key policies; and submit timely, accurate, and complete quarterly reports.

1. Who is responsible for the day-to-day management of the transit project?

2. Please describe staffing and the responsibilities of key staff:

   Does the number of staff appear appropriate for the number and complexity of tasks and the size of the program? D Yes D No D N/A

3. What policies are documented in writing?
   a. Maintenance plan (required)
   b. Title VI procedures (required)
   c. Complaint resolution procedures (required)
   d. Marketing plan
   e. Emergency procedures
   f. Safety policies and procedures
   g. Operators' manual/service policies
   h. Training program
   1. Job descriptions
   j. Personnel policies

**Comments:**

4. Average number of passenger trips: per quarter _____

Average number of revenue miles: per quarter _____

Average number of hours of revenue operation: per quarter _____

5. Sub-recipients must report any labor complaints and how they were resolved to MOOT.
   a. Have any labor complaints been received?
   D Yes D No D N/A
   If yes, explain in detail

   b. How were the complaints resolved?

6. Do you contract with other operators or other agencies to provide services supported with Section 5311(f) resources? If yes, please identify:
   _____
   _____

## III. Administration and Reporting

A. Quarterly Vehicle Reports

| | Yes | No |
|---|---|---|
| Initials | | |
| 1. Completed on each vehicle used | D | D |
| 2. Summary Report completed | D | D |
| 3. Completed correctly | D | D |
| a. Revenue identified | D | D |
| b. Vehicle identified correctly | D | D |
| 4. Submitted on time | D | D |
| 5. Reports cite vehicles out of service | D | D |
| 6. Quarterly Fleet Summary Reports | D | D |

B. Project Records

| | Yes | No | N/A |
|---|---|---|---|
| Initials | | | |
| Procurement records are maintained for at least 3 years | IT | D | IT |
| Other Records | | | |
| 1. Insurance policy/Bond current | D | D | D |
| 2. Coverage amounts adequate | D | D | D |
| 3. All property/equipment shown on policy | D | D | D |
| 4. Copy of policy on file with PTD | D | D | D |
| 5. Project has complied with bonding requirements | D | D | D |
| 6. Approved project contract file includes the following: | | | |
| a. Notice to proceed | D | D | D |
| b. Signed contract | D | D | D |
| c. Approved budget | D | D | D |
| d. Original application | D | D | D |
| e. Certificate of Convenience & Necessity | D | D | D |
| f. Annual renewal current (Intrastate Carrier) | D | D | D |

Comments:

Capital Expense and Property Records

1. Bids or quotations solicited as appropriate. D D D
2. All5311(f) purchases over $5,000 unit cost advertised. D D D
3. Bid specifications provided for adequate competition. D D D
4. Lowest bid accepted in each case. D D D
5a. Bid(s) on file. D D D
b. Written concurrence from MOOT. D D D
6. Procurement records document history in accordance with 4220.1F? (If No, Explain). D D D
7. Written Standards of Conduct. D D D
8. Any liens, assignments, loans or other financial obligations affecting or involving project equipment or facilities? If so please describe in detail below and attach documentation D D D
9. Does contractor have equipment records that provide the following required information? Description, I.D. Number, Acquisition Date, Cost, Federal Percentage, Grant Number, Location, Use and Condition, Disposition Action, Vested Title. D D D
10. Did contractor conduct a physical inventory of all MDOT/FTA funded equipment in the past two years? D D D
11. Were the results of the inventory reconciled with the equipment records? D D D
12. Contractor has an adequate control system to prevent loss, damage or theft of property/equipment? D D D
13. Contractor maintains control of all Federally-funded sub-contractor-operated or leased equipment? D D D
14. Did contractor dispose of any FTA-funded real property or equipment during the last year? D D D
15. Property disposition documents adequate. D D D

Comments:

---

IV. **Vehicle Inventory** _____

A. Vehicle titles on file with MOOT D D D
B. Vehicle titles correct **(MOOT listed as lien holder)** D D D
C. All approved vehicles providing services D D D
D. Number of vehicles purchased with Section 5311(f) funds?
E. Review MOOT Vehicle Inventory with project records and list any necessary changes below:

Comments:

**V. Operating Procedures**

A. Attach a list of current drivers' names and expiration date of COL's.

B. All drivers have completed: Yes No

1. Selection process D D
2. DMV check D D
3. Physical exams D D
4. Behind the wheel supervised orientation D D
5. Safety training D D

C. Review drivers' training records; list type and frequency below:

D. Project has safety/risk management program D D
1. Written accident and medical emergency procedures D D
2. Training for drivers. D D

Comments:

E. Service changes: Note any changes in intercity routes.

F. If service changes were made, please explain:

G. Charter Service: Yes No N/A
1. Charter service is being provided D D D
2. Contractor registered on FTA charter website? D D D
3. Summarize any proposed changes in this service:

H. Service provided to within contiguous states: D D D
1. Federal Motor Carrier Administration Authority current? D D D

I. Maintenance

1. Does this project have an acceptable written Preventive Maintenance Program? Explain:

2. Preventive maintenance program includes lifts and other accessibility features(e.g. ramps, tie downs, lights, PA System and enunciators) D D D

3. Staff will review maintenance records for at least one month to determine if the project is complying with the Scheduled Preventive Maintenance Program:

Yes No N/A
a. Records maintained on each vehicle D D D
b. Regularly scheduled preventive maintenance being performed D D D
c. Drivers or other staff performs **daily** inspections of vehicles prior to operating each day D D D
d. Daily inspection reports are signed D D D
e. Required maintenance has interfered with provision of

transit services D D D

f. Project is complying with applicable EPA regulations for disposition of waste materials D D D

g. Vehicle Warranties on file D D D

h. Summarize any problems identified and possible corrective actions to be taken:

I. Designated number of staff periodically visits and assess bus stop locations D D D

j. Agency has a vehicle security display? D D D

1. Vehicle keys are secured at the end of each shift D D D
2. Keys are kept in lock box or other secure storage location D D D
3. Keys are signed in and out D D D

COMMENTS:

## VI. Vehicle Inspection

**A. MOOT's Monitor will inspect and/or ride several project vehicles and will then answer the following questions:**

| | Yes | No | N/A |
|---|---|---|---|
| 1. Logos/MOOT# are on vehicles as required. | D | D | IT |
| 2. Outside clean. | D | D | D |
| 3. Interior clean. | D | D | D |
| 4. Operable safety equipment (fire extinguisher and first aid kit) on vehicles. | D | D | D |
| 5. Inspection stickers current. | D | D | D |
| 6. Tag(s) current. | D | D | D |
| 7. Visible body damage | D | D | D |
| 8. Broken windows/doors | D | D | D |
| 9. Seats damaged | D | D | D |
| 10. Floor damaged | D | D | D |
| 11. Emergency exits clearly labeled | D | D | D |
| 12. Emergency exits operable | D | D | D |
| 13. Destination signs visible | D | D | D |
| 14. Lift and tie downs operable | D | D | D |
| 15. P/A system operable | D | D | D |

**B. Summarize major findings:**

C. List information for all vehicle(s) inspected:

(1) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(2) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(3) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(4) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(5) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(6) MOOT# Make Capacity
VIN# Exact Mileage
Lift Operable Pass. Restraints Operable

(List additional vehicles inspected on Supplemental Sheet for Vehicle Inspection.)

## VII. Civil Rights/Non-Discrimination

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | Grantee has written policies prohibiting unlawful discrimination in: | | | |
| | a. Employment | O | O | O |
| | b. Contracting | O | O | O |
| | c. Service provision | O | O | O |
| B. | Grantee has an EEO/Affirmative Action Plan. | O | O | O |
| C. | Title VI and ADA Policies are posted in places visible to the general public. | O | O | O |
| D. | All Grantee subcontracts contain non-discrimination clauses . | O | O | O |
| E. | Grantee maintains records of discrimination complaints. | O | O | O |
| F. | Have there been any Civil Rights complaints filed against the project. If yes, please attach details. | O | O | O |
| G. | Records of how complaints were resolved are maintained. | O | O | O |
| H. | The project is in compliance with Title VI Civil Rights Assurances. | O | O | O |
| I. | The project has policies and procedures detailing public outreach and involvement efforts initiated to ensure that minority and low income individuals have meaningful access to program activities. (Please attach) | O | O | O |
| J. | The project has a written plan for providing language assistance for persons with limited English proficiency (LEP) (Please attach) | O | O | O |

Comments:

## VIII. ADA Requirements

| | | Initials | Yes | No | N/A |
|---|---|---|---|---|---|
| A. | Do services comply with the applicable ADA- provisions, including: | | | | |
| | 1. Does contractor have written policies to ensure that services that comply with | | | | |

applicable ADA requirements are available and accessible? D D D

2. How are ADA related complaints resolved?
3. Maintenance of accessible features D D D
4. Procedures to ensure lift availability
   a. When lift is inoperable, is vehicle taken out of service and repaired before return to service? D D D
   b. Are alternative arrangements made? D D D
   c. If vehicle(s) is/are left in service is it repaired within 5 days? D D D
5. Lift and securement use. D D D
6. Vehicle identification mechanisms. D D D
7. Service animals policy. D D D
8. Use of accessibility features. D D D
9. Public information/communications. D D D
10. Lift deployment at any designated stop. D D D
11. Service to persons using respirators or portable oxygen. D D D
12. Adequate time for vehicle boarding and disembarking. D D D
13. Accessible vehicles marked with blue symbol D D D

## IX. Planning

A. Is Contractor involved in local/regional coordinated planning process? D D D

If yes please explain

## X. Marketing

A. Does project/organization have a marketing plan? D D D
B. Does project have route maps/ brochures D D D
C. Does project use ads, public notices or fliers? D D D
D. How does project promote services:

Monitored by:

_____ _____

MOOT Monitor Date

_____ _____

PTD Administrator Date

## Concerns and Recommendations

# MDOT
# Facility Maintenance Program

**POLICY STATEMENT:** MDOT is committed to preserving and protecting all assets acquired through State and federal assistance programs. Consequently the operation of all facilities developed and or supported with State and/or federal funds must be maintained to ensure that they remain fully operational and available for transit related purposes through out the useful life of the assets. To assist our sub-recipients in meeting the FTA requirements to protect the federal interest, adequate operating and maintenance procedures must be routinely implemented.

**OBJECTIVES:** All facilities and equipment used in support of the projects public transit project are to be maintained at a minimum to the specifications in the operation and maintenance manual provided with the facility and equipment. In addition there will be an employee designated with facility management responsibilities to insure the following routine maintenance and care functions are provided:

1.) **Entrance and Overhead Doors** - Each entrance and overhead door used to provide vehicle access will be inspected and lubricated at least semi annually. Assigned staff should provide written documentation of all maintenance and repairs.

2.) **Lifts/hoists** -Assigned staff will visually inspect and cycle lifts/hoists at least quarterly; Lubricate are to be done as needed. Lubrication and repairs are to be documented.

3.) **Plumbing** - Assigned staff should inspect all plumbing fixtures monthly to insure proper operation and make sure there are no leaks. Any corrosion or poor operation will be noted and scheduled for repair/replacement.

4.) **Roof-** At least annually, the facility manager or assigned staff will visually inspect/walk the roof to insure that roof components including flashings, gutters and roofing materials are in good repair. All damage is to be documented and referred for repairs promptly. All leaks are to be repaired in a timely manner to prevent further deterioration and damage to the facility and/or equipment.

5.) **Heating/Cooling/ Ventilation--** These systems will be serviced twice annually, once each at the beginning of the heating and cooling seasons. All units will be programmed/set to operate at peak efficiency. In addition each system will be inspected monthly and have filters cleaned or replaced as appropriate.

6.) **Generator-** The back-up power system will be tested monthly for 10 minutes to insure proper operation, and serviced as per the manufacturer's specifications, but no less than twice annually.

7.) **Exterior Care** - The exterior of the facility will be inspected at least semi-annually and needed repairs noted and requested. This inspection shall include, but not be limited to: gutters, doors, sidewalks, windows, flashings, roof overhangs, caulking, signage and general appearance issues. All painted markings designating delivery, fire lanes, no parking or handicapped parking restrictions are to be refreshed as needed.

8.) **Parking Lots! Driveways-** The parking lots and driveways will be sealed and stripe (if appropriate) once every three or four years based upon recommendation of the facility manager. In each case this maintenance will be performed as needed to insure safety and durability of the parking and driving surfaces.

9) **Fences** - All fencing shall be inspected annually to insure soundness, stability and determine repairs/replacement needs. Entrance points, gates and securement devices are to be inspected at least semi-annually. Inspections, maintenance and repairs are to be documented. Repairs are to be done in a timely manner.

10) **Landscaping** - Assigned staff shall assure that all landscaped areas are maintained to include trimming, grass cutting, mulching and live growth replacement when needed.

11) **Wheel Balancer, & Tire Changer** - The facility manager will arrange for factory calibration and service on this equipment twice yearly.

12) **Diagnostic Equipment**- The facility manager will arrange for calibration and servicing of this equipment at least twice annually.

13) **Service pits**- The fleet manager will incorporate the cleaning and service requirements of these areas into the regular maintenance program to insure proper disposal of oil and corrosives, prevent damage to concrete/metal surfaces and to ensure safety.

14) **Bus Washing: Equipment-** The facility manager will arrange for twice annual factory service of the bus washing equipment. He will also inspect said equipment quarterly for signs of wear and recommend service as appropriate.

15) **Accessibility** - All ADA accessibility features (e.g. doors, ramps and communication devices) are to be inspected at least semi-annually. Maintenance is to be done in accordance with manufactures standards. Repairs are to be done promptly. Alternate accommodations are to be made available within as short a time period as possible.

Each month the facility manager should ensure that a written inspect report is prepared based on a physical walk through of the facility. The report should note any and all repairs to both minor and major equipment items and provide the project coordinator or director with a written report of any item needing service or repair.

# SECTION 5316 PROGRAM MONITORING REPORT

Project:
Project Address:
Contract Number:
Date of Last Monitoring:
Date of Visit:

## I. PERFORMANCE

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | Performance standards are computed. | D | D | D |
| B. | Computations are used in project management. | D | D | D |
| C. | Project goals are established. | D | D | D |
| D. | Measurable objectives are established. | D | D | D |

E. Actual number of rides (as measured by one-way trips) provided _____

F. Actual number of jobs that can be accessed as a result of funding _____

G. How Are Passengers selected For Service?

H. Ridership

| | | Yes | No | N/A |
|---|---|---|---|---|
| 1. | Daily ridership reports are kept for each vehicle. | D | D | D |
| 2. | Ridership reports are reconciled with farebox revenues. | D | D | D |

I. What percentage of passengers during the past quarter were general public?

J. Review goals and objectives and cite level of accomplishment below:

K. Review performance standards with Project Manager. Justify or explain significant changes and make comments:

L. Service changes: Note any changes m service (routes, demand response, fares, etc.) If service changes were made, justify:

1. Were changes authorized by MDOT?

M. Cite coordination efforts that have been made.

## II. AUDIT

A. Audit Performed. DYes D No D N/A (If Yes, indicate type) _____

Year-end Statement Submitted: DYes D No D N/A

If Yes, check one of the following:

D Undergoing PTD Review D Submitted to lAD D Completed D Final Payment Processed

B. Attach a copy of Audit Report and/or Year-end Statement. Summarize any findings and action taken as a result of the Audit or Year-end Statement.

1.
2.
3.

C. Has a Corrective Action Plan been developed to address findings? (Attach copy of plan.)
DYes 0No ON/A

**D. Comment on status of corrective actions:**

E. Financial Management Checklist administered? D Yes 0No ON/A

## III. ADMINISTRATION AND MANAGEMENT

A. Managerial Capability. Sub-recipient must have the managerial capability to implement the project, manage contracts, and comply with federal and state requirements. To demonstrate managerial capability, sub-recipients/grantees must have an adequate number of staff; maintain adequate documentation of key policies; and submit timely, accurate, and complete quarterly reports.

1. **Who is responsible for the day-to-day management of the transit program?**
2. **Please describe staffing and the responsibilities of key staff:**

B. Does the number of staff appear appropriate for the number and complexity of tasks and the size of the program? DYes 0No ON/A

C. What policies are documented in writing?

| | | Yes | No | N/A |
|---|---|---|---|---|
| 1. | Maintenance plan (required) | D | D | D |
| 2. | Drug and alcohol policy (required) | D | D | D |
| 3. | Title VI procedures (required) | D | D | D |
| 4. | Complaint resolution procedures (required) | D | D | D |
| 5. | Marketing plan | D | D | D |
| 6. | Emergency procedures | D | D | D |
| 7. | Safety policies and procedures | D | D | D |
| 8. | Operators' manual/service policies | D | D | D |
| 9. | Training program | D | D | D |
| 10. | Job descriptions | D | D | D |
| 11. | Accounting manual | D | D | D |
| 12. | Personnel policies | D | D | D |
| 13. | Fare evasion policies | D | D | D |

**Comments:**

D. **Who is responsible for preparing and submitting the quarterly reports?**

1. Are reports submitted on time? DYes 0No ON/A
   **If no, what are the reasons for the delay?**
2. **Reviewer, discuss any comments or issues with the reports.**

E. Is the special labor protection warranty (Section 5333(b)) posted clearly for all employees to see? (Sub-recipients must report any special labor warranty complaints and how they were resolved to MDOT.) DYes 0No ON/A

1. **Have any special labor protection warranty complaints been received? (lfyes, explain in detail)**
   DYes 0No ON/A

2. How were the complaints resolved?

F. Do you contract with private operators or other agencies? (If yes, please identify.)

1. Who is responsible for managing the contract?

What procedures are used to ensure that quality service is provided? (Sub-recipients must have procedures for managing service contractors to ensure that quality service is provided.)

## IV. ADMINISTRATION

A. Review previous monitoring report and list action taken on all concerns or recommendations cited.

1. Specifically identify all unresolved concerns or questions.

B. Review appropriate reports for previous two months and address the following:

| Reimbursement Request | Yes | No | N/A |
|---|---|---|---|
| 1. Submitted on time | D | D | D |
| 2. Signed original(s) submitted | D | D | D |
| 3. Programmed amounts correct | D | D | D |
| 4. Current expenses identified | D | D | D |
| 5. Support documentation (Invoices, receipts, tickets) for all expenses | D | D | D |
| 6. All expenses documented as paid | D | D | D |
| 7. All expenses allowable | D | D | D |
| 8. Line item transfers documented | D | D | D |
| 9. Totals requested to date correct | D | D | D |
| 10. Total budgeted funds correct | D | D | D |
| 11. Reimbursement advice memos reviewed and on file | D | D | D |

12. Explain any expenses that could not be reconciled with documentation:

| Monthly Vehicle Reports | | | |
|---|---|---|---|
| 13. Completed on each vehicle used | D | D | D |
| 14. Summary Report completed | D | D | D |
| 15. Completed correctly: | D | D | D |
| a) Computations correct | D | D | D |
| b) Revenue identified | D | D | D |
| c) Vehicle identified correctly | D | D | D |
| d) Cost identified | D | D | D |
| 16. Submitted on time | D | D | D |
| 17. Reports cite vehicles out of service | D | D | D |
| Comments and/or suggested changes: | | | |
| 18. Quarterly Fleet Summary Reports | D | D | D |
| Other Reports | | | |
| 19. DBE Reports submitted on time | D | D | D |
| 20. DBE Reports completed correctly | O | O | O |

| | | | | |
|---|---|---|---|---|
| **21.** | DBE goal met | D | D | D |
| **22.** | Contractor required to have a DBE program? | D | D | D |
| | **a)** Has program been approved by MDOT | D | D | D |

**Comments and/or suggested changes:**

| | | Yes | No | N/A |
|---|---|---|---|---|
| **C.** | **Budget/Revenues** | | | |
| **1.** | Current/Approved Budget on file | D | D | D |
| **2.** | Budget Narrative correct: | | | |
| | **a)** All line items identified | D | D | D |
| | **b)** Calculation/computations explain all extension amounts | D | D | D |
| | c) All staff positions identified by title & percentage of time | D | D | D |
| | **d)** All local match identified by source & amount | D | D | D |
| | e) Documentation of local match commitment | D | D | D |
| | **f)** All other revenue(s) identified by source & amount | D | D | D |
| | g) All "Other" specifically identified/explained | D | D | D |
| | **h)** Indirect supported by approved rate/plan | D | D | D |
| | **i)** Revenue projections appear realistic | D | D | D |
| 3. | Contractor has Capital Reserve Account | D | D | D |
| | **a)** Approved by MDOT | D | D | D |
| | **b)** Supported by accounting/ audit records/audit | D | D | D |
| **4.** | Daily trip sheets/ridership reports reconcile with deposit records | D | D | D |
| | **a)** All vehicles contain fareboxes | D | D | D |
| | **b)** All farebox revenue recorded in general ledger or cash receipts journal | D | D | D |
| | **c)** Summarize farebox revenue collection, recording and deposit procedures, including chain of custody, in comments section. | D | D | D |
| **5.** | All contract revenue reported by source & amount in general ledger or cash receipts journal | D | D | D |
| 6. | Any changes in source/amount of contract revenue projections | D | D | D |
| 7. | Farebox revenue records adequate (including deposit records/ procedure) | D | D | D |
| **8.** | Implemented fare evasion policies to prevent theft | D | D | D |
| **9.** | Contracts on file (attach copy of each) | D | D | D |
| **10.** | Contract revenue records adequate | D | D | D |
| **11.** | Contracts contain required clauses | D | D | D |
| **12.** | Records reflect all interest earned by the project on transportation income. | D | D | D |
| **13.** | Quarterly budget analysis completed | D | D | D |

14. Inter-budget or inter-program transfers are occurring. O O O
(If Yes, explain below)

Comments and/or suggested changes:

15. List current service contracts by contractor and amount:

16. List amounts received to date by contractor and amount:

17. List all other funding sources by source and amount:

| D. Project Records | Yes | No | N/A |
|---|---|---|---|
| Contractor maintains financial project records for at least 3 years | O | O | O |
| Cauital Exuense and Prouertv Records | | | |
| 1. Bids or quotations solicited as appropriate. | O | O | O |
| 2. Project advertised for all purchases over $50,000 unit cost. | O | O | O |
| 3. Bid specifications provided for adequate competition. | O | O | O |
| 4. Lowest bid accepted in each case. | O | O | O |
| 5. Bid(s) on file. | O | O | O |
| a) Written approval from MDOT. | O | O | O |
| 6. Procurement records document history in accordance with 4220.1D (If No, Explain). | O | O | O |
| 7. Written Standards of Conduct. | O | O | O |
| 8. In-kind documented correctly. | O | O | O |
| 9. Does contractor purchase real property for the Section 5316 or Section 5310 assisted project? | O | O | O |
| 10. Does contractor make incidental use of any real property? | O | O | O |
| a) If yes, was MDOT approval obtained? | O | O | O |
| b) Explain incidental use below: | | | |
| 11. Does contractor maintain continuing control over the property? | O | O | O |
| 12. Any liens, assignments, loans or other financial obligations affecting or involving project equipment or facilities? If so please describe in detail below and attach documentation. | O | O | O |
| 13. Is revenue used for transit, capital, or operating expenses? | O | O | O |
| 14. Does contractor have any excess real property? | O | O | O |
| a) If yes, is there an excess real property inventory and utilization plan? | | | |
| b) Has the plan been updated, if necessary? | O | O | O |
| 15. Does contractor have equipment records that provide the following required information: Description, I.D. Number, Acquisition Date, Cost, Federal Percentage, Grant Number, Location, Use and Condition, Disposition Action, Vested Title? | O | O | O |
| 16. Did contractor conduct a physical inventory of all MDOT/FTA funded equipment in the past two years? | O | O | O |
| 17. Were the results of the inventory reconciled with the equipment records? | O | O | O |
| 18. Contractor has an adequate control system to prevent loss, | O | D | D |

damage or theft of property/equipment?

| | | | | |
|---|---|---|---|---|
| **19.** | Contractor maintains control of all Federally-funded sub-contractor-operated or leased equipment? | D | D | D |
| **20.** | Did contractor dispose of any FTA-funded real property or equipment during the last year? | D | D | D |
| **21.** | Property disposition documents adequate. | D | D | LJ |
| **22.** | Does contractor have a Capital Acquisition Asset Management Plan (CAAMP)? | D | D | D |
| | a) Is CAAMP approved by MDOT | D | D | D |
| | b) Capital Replacement Plan being used? | D | D | D |
| | c) Is replacement plan consistent with "capital reserve account?" **If no, please explain:** | D | D | D |

**Summarize the status of capital equipment approved but not purchased:**

| **Other Records** | | Yes | No | N/A |
|---|---|---|---|---|
| **23.** | In-kind Documented Correctly | D | D | D |
| **24.** | Any excessive/questionable cost (Explain below) | D | D | D |
| **25.** | Employee time records adequate: | | | |
| | **a)** Maintained for all staff | D | D | D |
| | **b)** Signed by employee | D | D | D |
| | **c)** Approved by supervisor's signature | D | D | D |
| | **d)** Reflect hours worked, leave and holidays | D | D | D |
| | **e)** Consistent with allocations approved via budget | D | D | D |
| **26.** | Project has complied with bonding requirements | D | D | D |
| **27.** | Approved project contract file includes the following: | | | |
| | **a)** Notice to proceed | D | D | D |
| | **b)** Signed contract | D | D | D |
| | **c)** Approved budget | D | D | D |
| | **d)** Original application | D | D | D |
| | **e)** Certificate of Convenience & Necessity | D | D | D |

**Comments:**

| **Vehicle <u>Expense</u> Records** | | Yes | No | N/A |
|---|---|---|---|---|
| **33.** | Operational expense documented adequately (mileage and vehicle identification) | D | D | D |
| **34.** | In-kind documented correctly | D | D | D |
| **35.** | Insurance policy current | D | D | D |
| **36.** | Copy of policy on file with PTD | D | D | D |
| **37.** | All property/equipment shown on policy | D | D | D |
| **38.** | MDOT listed as Loss Payee | D | D | D |
| **39.** | Coverage amounts adequate | D | D | D |
| **40.** | All vehicles listed on policy | D | D | D |
| **41.** | Insurance premium consistent with budget | D | D | D |
| **42.** | Amounts requested for reimbursement are for approved | D | D | D |

vehicles only

Comments:

## V. VEHICLE INVENTORY

A. Vehicle titles on file with MDOT D D D

B. Vehicle titles correct D D D

C. All approved vehicles providing services D D D

D. Number ofvehicles purchased with Section 5311 Funds

E. Number ofvehicles purchased with Section 5316 Funds

F. Number ofvehicles purchased with Section 5310 Funds

G. Number of vehicles purchased with Section 5309 Funds

H. In-kind vehicles

I. Other (specify)._____

J. Total

K. Number of vehicles designated as backup

L. Review MDOT Vehicle Inventory with project records and list any necessary changes below:

Comments:

## VI. OPERATING PROCEDURES

A. Is project fully staffed? (lfNo, list vacancies and reasons)

B. Attach a list of current drivers' names and CDL numbers

| C. All drivers have completed: | Yes | No | N/A |
|---|---|---|---|
| 1. Selection process | D | D | D |
| 2. DMV check | D | D | D |
| 3. Physical exams | D | D | D |
| 4. Behind the wheel supervised orientation | D | D | D |
| 5. Safety training | D | D | D |

D. Review drivers' training records; list type and frequency below:

| E. Project has safety/risk management program | D | D | D |
|---|---|---|---|
| 1. Written accident and medical emergency procedures | D | D | D |
| 2. Training for drivers. | D | D | D |
| 3. Drivers are required to check in with dispatcher when it is necessary to leave "in service" vehicle unattended. | D | D | D |

Comments:

| F. Charter Service | Yes | No | N/A |
|---|---|---|---|
| 1. Charter service is being provided | D | D | D |
| 2. Approved by MDOT/FTA | D | D | D |

3. Summarize any proposed changes in this service:

4. Service provided to _____within _____contiguous states: D D D

5. Federal Motor Carrier Administration Authority obtained? D D D

6. State authorization obtained? D D D

G. Maintenance

1. Does this project have an acceptable written Preventive Maintenance Program? Explain:

2. Have there been excessive or recurring maintenance expenditures? (If yes, explain in detail) D D D

   a) Have these been discussed with PTD staff? D D D

   b) If yes give details of actions to resolve:

3. Preventive maintenance program includes lifts and other accessibility features(e.g. ramps, tie downs, lights, PA System and enunciators) D D D

4. Staff will review maintenance records for at least one month to determine if the project is complying with the Scheduled Preventive Maintenance Program developed by MDOT: Yes No N/A

   a) Records maintained on each vehicle D D D

   b) Regularly scheduled preventive maintenance being performed D D D

   c) Drivers or other staff performs daily inspections of vehicles prior to operating each day D D D

   d) Daily inspection reports are signed D D D

   e) Required maintenance has interfered with provision of transit services D D D

   f) Project is complying with applicable EPA regulations for disposition of waste materials D D D

   g) Vehicle Warranties on file D D D

   h) Summarize any problems identified and possible corrective actions to be taken:

   i) Designated number of staff periodically visits and assess bus stop locations D D D

   j) Agency has a vehicle security display? D D D

      i. Vehicle keys are secured at the end of each shift D D D

      ii. Keys are kept in lock box or other secure storage location D D D

      iii. Keys are signed in and out D D D

VII. VEHICLE INSPECTION

A. MDOT's Monitor will inspect and/or ride several project vehicles and will then answer the following questions: Yes No N/A

| | | | | |
|---|---|---|---|---|
| 1. | Logos are on vehicles as required. | D | D | D |
| 2. | Outside clean. | D | D | D |
| 3. | Interior clean. | D | D | D |
| 4. | Operable safety equipment on vehicles (fire extinguisher and first aid kit) | D | D | D |
| 5. | Inspection stickers current. | D | D | D |
| 6. | Tag(s) current. | D | D | D |
| 7. | Visible body damage | D | D | D |
| 8. | Broken windows/doors | D | D | D |
| 9. | Seats damaged | D | D | D |
| 10. | Floor damaged | D | D | D |
| 11. | Emergency exits clearly labeled | D | D | D |
| 12. | Emergency exits operable | D | D | D |
| 13. | Destination signs visible | D | D | D |
| 14. | Lift and tie downs operable | D | D | D |
| 15. | *PIA* system operable | D | D | D |

Summarize major findings:

B. List information for all vehicle(s) inspected:

1. MDOT# Make Capacity
   VIN# Exact Mileage
   Lift Operable Pass. Restraints Operable

2. MDOT# Make Capacity
   VIN# Exact Mileage
   Lift Operable Pass. Restraints Operable

3. MDOT# Make Capacity
   VIN# Exact Mileage
   Lift Operable Pass. Restraints Operable

4. MDOT# Make Capacity
   VIN# Exact Mileage
   Lift Operable Pass. Restraints Operable

5. MDOT# Make Capacity
   VIN# Exact Mileage
   Lift Operable Pass. Restraints Operable

## VIII. CIVIL RIGHTS/NON-DISCRIMINATION

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | Grantee has written policies prohibiting unlawful discrimination in: | | | |
| 1. | Employment | D | D | D |

2. Contracting D D D
3. Service provision D D D

B. Grantee has an EEO/Affirmative Action Plan D D D

C. Title VI and ADA Policies are posted in places visible to the general public D D D

D. All Grantee subcontracts contain non-discrimination clauses D D D

E. Grantee maintains records of discrimination complaints D D D

F. Have there been any Civil Rights complaints filed against the project. If yes, please attach details. D D D

G. Records of how complaints were resolved are maintained D D D

H. The project is in compliance with Title VI Civil Rights Assurances D D D

I. The project has policies and procedures detailing public outreach and involvement efforts initiated to ensure that minority and low income individuals have meaningful access to program activities (Please attach). D D D

J. The project has a written plan for providing language assistance for persons with limited English proficiency (LEP) (Please attach). D D D

Comments:

IX. <u>ADA PARATRANSIT PLAN/PARATRANSIT SERVICE</u> (Subrecipients providing fixed-route service must provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service)

| | Yes | No | N/A |
|---|---|---|---|
| A. An acceptable ADA Paratransit Plan has been developed and approved by MDOT and FTA. (If No, please explain: | D | D | D |
| B. The ADA Plan was filed on time. | D | D | D |
| C. The Plan (Update) appears to be reasonable based on the following: | | | |
| 1. Current fixed route and paratransit service | D | D | D |
| 2. Eligibility process and public participation | D | D | D |
| 3. Coordination of funding and resources | D | D | D |
| 4. Period of time projected to implement the plan | D | D | D |
| 5. Ridership estimate projections | D | D | D |
| 6. Demand estimates | D | D | D |
| D. Are there circumstances that bear on the ability of the Grantee to carry out the Plan (Update) as presented? If Yes, please explain: | | | |
| 1. Milestones are achievable. | D | D | D |
| 2. Required financial resource projections are realistic | D | D | D |
| 3. Cost projections are adequate. | D | D | D |
| 4. The Grantee has the operational and management capabilities. | O | O | O |
| E. Is the Plan (Update) consistent with statewide planning activities? If No, please explain: | D | D | D |
| F. The Project has the operating and capital | D | D | D |

resources estimated to implement the proposed Plan.

| | | | | |
|---|---|---|---|---|
| **G.** | The Project has a formal ADA complaint procedure. | D | D | D |
| **H.** | All complaints have been responded to in writing. | D | D | D |
| **I.** | The Project provides complementary paratransit services. | D | D | D |
| **J.** | The Project has eligibility criteria and/or a certification | D | D | D |

process for persons with disabilities. Obtain a copy(s) of any certification or eligibility criteria / procedures that are not included in the Paratransit Plan and summarize the criteria or procedures below:

**K.** Do services comply with the applicable ADA-required service provisions, including:

| | | | | |
|---|---|---|---|---|
| **1.** | Maintenance of accessible features | D | D | D |
| 2. | Procedures to ensure lift availability: | | | |
| **a)** | When lift is inoperable, is vehicle taken out of service and repaired before return to service? | D | D | D |
| **b)** | Are alternative arrangements made? | D | D | D |
| **c)** | Ifvehicle(s) is/are left in service is it repaired within 5 days? | D | D | D |
| 3. | Lift and securement use. | D | D | D |
| 4. | Announcements on vehicles (fixed route service only). | D | D | D |
| **5.** | Vehicle identification mechanisms. | D | D | D |
| **6.** | Service animals. | D | D | D |
| 7. | Use of accessibility features. | D | D | D |
| **8.** | Public information/communications. | D | D | D |
| **9.** | Lift deployment at any designated stop. | D | D | D |
| **10.** | Service to persons using respirators or portable oxygen. | D | D | D |
| **11.** | Adequate time for vehicle boarding and disembarking. | D | D | D |
| **12.** | Accessible vehicles marked with blue symbol | D | D | D |

## X. DRUG AND ALCOHOL ABUSE PROGRAM

| | | Yes | No | *N/A* |
|---|---|---|---|---|
| A. | The Contractor has implemented a drug testing program. | D | D | D |
| **B.** | The program complies with 49CFR, Part 382 of the Federal Motor Carrier Safety Administration (FMCSA) | D | D | D |
| **C.** | Policy and program approved by MDOT | D | D | D |
| **D.** | Date program monitored _____Policy approval date: _____ | | | |
| E. | The contractor has submitted a signed certification of compliance. **If not, explain below:** | D | D | D |

## XI. PLANNING

| | | Yes | No | *N/A* |
|---|---|---|---|---|
| A. | Does the agency/project make use of a planning process? | D | D | D |

B. Who has primary responsibilities for service planning?

C. How is the planning process used to evaluate and improve transit system/service performance?

1. Do drivers have input? D D D
2. Are passengers surveyed? D D D
3. Are other persons/organizations surveyed? D D D

D. Is project located in an MPO planning area? D D D

1. What is the level of involvement with the MPO?
2. Is the project included in the MPO? D D D
3. Does the project/organization have a short range development plan? D D D

F. Explain the level of involvement with Planning and Development District, City and County planning entities:

G. Describe public participation process:

XII. MARKETING

| | | Yes | No | N/A |
|---|---|---|---|---|
| A. | Does project/organization have a marketing plan? | D | D | D |
| B. | Does project have route maps/ brochures | D | D | D |
| C. | Does project use ads, public notices or fliers? | D | D | D |

D. How does project promote services:

E. What is the amount and source of marketing/promotion budget?

XIII. CONTRACTOR'S OBSERVATIONS AND COMMENTS:

Monitored by:

_____ _____
MDOT Monitor Date

_____ _____
Other Staff Review (ADA/Inventory/Maintenance) Date

_____ _____
Other Staff Review (DBE/Training/Alcohol & Drug) Date

_____ _____
Other Staff Review (Other Reports) Date

_____ _____
PTD Administrator Date

# CONCERNS AND RECOMMENDATIONS

# MDOT

## FTA Drug Abuse and Alcohol Misuse Testing Program
## Subrecipient Program Compliance Checklist

| |
|---|
| Agency/Organization Name: |
| Contract Number: |
| Date of Compliance Review: |
| MDOT Policy Approval Date: |
| Agency's Drug and Alcohol Program Manager: |
| **Grantees and their contractors must have a drug and alcohol-testing program in place for all safety-sensitive employees. Maintenance contractors for providers in non urbanized areas not required to have a drug and alcohol-testing program.** |

| *Ref* | | | *Yes* | *No* |
|---|---|---|---|---|
| 655.12(a) | *Policy Statement- Does the policy statement include:* | | | |
| 655.12(a) | **1)** | A statement describing your organization's policy on prohibited drug use and alcohol misuse in the workplace? | | |
| 655.15(a) | 2) | The identity of the person, office, branch, and/or position designated to answer employee questions about your organization's anti-drug use and alcohol misuse programs? | | |
| 655.15(b) | 3) | The categories of employees who are subject to FTA Drug and Alcohol testing requirements?<br>List safety-sensitive positions:<br>_____<br>_____<br>_____ | | |
| 655.15(c) | 4) | Specific information concerning the behavior and conduct prohibited by theFTA regulations? | | |
| 655.15(d) | 5) | The specific circumstances under which a covered employee will be tested under the FTA regulations? | | |
| 655.15(e) | 6) | The procedures that will be used to: | | |
| | | a) Test for the presence of illegal drugs or alcohol misuse? | | |
| | | b) Protect the employee's privacy? | | |
| | | c) Protect the integrity of the drug and alcohol testing process? | | |
| | | d) Safeguard the validity of the test results? | | |
| | | e) Ensure that the test results are attributed to the correct employee? | | |

# MDOT

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| 655.15(f) | 7) | The requirement that an employee must submit to drug and alcohol testing administered? in accordance with FTA regulations? | | | |
| 655.15(g) | 8) | A description of the kind of behavior that constitutes: | | | |
| | | a) | A refusal to take a drug or alcohol test? | | |
| | | b) | A statement that such a refusal constitutes a violation of your organization's policy? | | |
| 655.15(h) | 9) | The consequences for: | | | |
| | | a) | An employee who has a confirmed positive drug test? | | |
| | | b) | An employee who has a confirmed alcohol test with an alcohol concentration of 0.04 or greater? | | |
| | | c) | An employee who refuses to submit to a drug or alcohol test? | | |
| | | d) | Do those consequences include the requirement that, in the case of a confirmed positive test or refusal, the employee be removed immediately from the safety-sensitive function and be evaluated by a substance abuse professional? | | |
| | 10) | The consequences for a covered employee who is found to have an alcohol concentration of0.02 or greater but less than 0.04? | | | |
| 655.15(i) | 11) | A distinction between what portions of your organization's drug and alcohol testing program are operated under your own authority and those that are required under FTA regulations? | | | |
| 655.16 | *Policy Distribution* | | | | |
| | 1) | Was written notice of your organization's anti-drug and alcohol misuse policies and procedures provided to: | | | |
| | | a) | Every covered employee? | | |
| | | b) | Where appropriate, representatives of the employee organizations (unions)? | | |
| | | c) | Do you have documentation on file ofthe notice being distributed to employees?<br>*Comments:*_____ | | |
| 40.25 | *Pre Employment Administrative Requirements* | | | | |
| 40.25(a) | I) | Did you request the following information from the employee's/applicant's previous employers covering the prior 2 years | | | |
| 40.25(b) | | a) | Did the employee/applicant have any Alcohol tests with a result of .04 or greater? | | |
| | | b) | Did the employee/applicant have a verified positive drug tests? | | |
| | | c) | Did the employee ever refuse to be tested (including adulterated or substituted results)? | | |
| | | d) | Did the employee/applicant have any other violations of the DOT drug and alcohol testing regulations | | |

# MDOT

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| 40.25(d) | 2) | Did your organization refrain from placing the employee/applicant in safety sensitive duty until the information was received? | | | |
| | | a) | If no, do you have documentation on file that reflects your good faith efforts to obtain the information? | | |
| 40.25(e) | 3) | Did you receive information from previous employers that indicated the employee/applicant had violated the DOT drug and alcohol testing regulations? | | | |
| | | a) | If yes, was the person hired? | | |
| | | | *Contracted Services* | | |
| 40.15 | I) | Service Agents/Third Party Administrators (C/TPA's)- Do you use a service agent to perform any of the tasks needed to comply with the USDOT and FTA drug and alcohol regulations? If yes, | | | |
| | | a) | Who is your service agent? _____ _____ | | |
| | | | ▪ Do you have a contract? | | |
| | | | ▪ Does your contract contain the required FTA language? | | |
| | | b) | What tasks does the service agent perform for you? _____ | | |
| 40.15(b) | | c) | Have you reviewed the service agent's procedures to ensure they are in compliance with 49 CFR Part 40 and Part 655? | | |
| | | | ▪ When was the review completed? | | |
| | | | ▪ Were there any compliance problems? | | |
| | | | ▪ If yes, did you conduct a follow up review? | | |
| | | | (i) When? | | |
| 40.17 | 2) | Do you receive information from your C/TPA without significant delay? *Comments:*_____ _____ | | | |
| 40, C-E | *Urine Collection Facilities* | | | | |
| | | a) | What collection sites are used by your organization? | | |
| 655.45 | | b) | Do these collection facilities allow for testing at all hours of your service? | | |
| 40.35 | | c) | Have you provided the name of your Designated Employee Representative to each collection facility? | | |

# MDOT

| *Ref* | | | | | | *Yes* | *No* |
|---|---|---|---|---|---|---|---|
| 40.33 | | d) | Have the collection site personnel received the required training? | | | | |
| | | | Does your organization have documentation of the training? | | | | |
| | | e) | Has your organization conducted an on-site review of the collection facility(s) to ensure they are in compliance with DOT drug and alcohol testing regulations? | | | | |
| | | | ▪ | If yes, Date of review: | | | |
| | | | ▪ | Were there any findings? | | | |
| | | | | (i) | If yes, did you conduct a follow-up review? | | |
| | | | | (ii) | Date of follow-up review: | | |
| | | | | (iii) | Were the issues resolved?<br>*Comments:*_____ | | |
| 40, F | *Laboratories* | | | | | | |
| | | a) | What laboratory does your organization use? | | | | |
| 40.81 | | b) | Do you have documentation that shows the laboratory is certified, by HHS, under the National Laboratory Certification Program? | | | | |
| | | | ▪ | Attach documentation | | | |
| 40.103 | | c) | Does your organization or your TPA submit blind specimens to the lab? | | | | |
| 40.105 | | | ▪ | Have any of the results shown different results than expected? | | | |
| 40.105(a) | | | ▪ | If yes, did you or your TPA investigate the issue? | | | |
| 40.105(b-c) | | | | (i) | What steps were taken to resolve this issue?<br>*Comments:*_____ | | |
| 40.107 | | d) | Have you or your TPA reviewed the laboratory? | | | | |
| | | | ▪ | If yes, were there any compliance problems? | | | |
| | | | | (i) | If yes, did you conduct a follow up review? | | |
| | | | | (ii) | Date of follow up review:<br>*Comments:*_____ | | |

# MDOT

| Ref | | | | | | Yes | No |
|---|---|---|---|---|---|---|---|
| 40, G | *Medical Review Officer* ***(MRO)*** | | | | | | |
| | | a) | Who is your MRO? | | | | |
| 40.121 (a) | | b) | Does the MRO have the proper credentials? | | | | |
| 40.121(b) | | c) | Does the MRO possess the required basic knowledge? | | | | |
| 40.12l(c-d) | | d) | Has the MRO completed the required training? | | | | |
| 40.12I(e) | | e) | Do you have documentation on file to evidence the above? | | | | |
| | | f) | Have you or your TPA conducted a review of the MRO? | | | | |
| | | | ▪ | If yes, were there any compliance problems? | | | |
| | | | | (i) | If yes, did you conduct a follow up review? | | |
| | | | | (ii) | Date of follow up review: | | |
| | | | | | *Comments:*_____ | | |
| Part 40, J-N | *Blood Alcohol Technicians and Screening Test Technicians* | | | | | | |
| 40.213 | | a) | Who are your BATs or SSTs? | | | | |
| | | b) | Do you have documentation on file evidencing their training? | | | | |
| 40.231 | | c) | What devices are used by your BAT's or STT's? | | | | |
| | | d) | Have you conducted a review of the BAT's or STT's practices and procedures? If yes, date: *Comments:*_____ | | | | |
| | | | ▪ | Were there any compliance problems? | | | |
| | | | | (i) | If yes, did you conduct a follow up review? | | |
| | | | | (ii) | Date of follow up review: | | |
| Part 40,0 | *Substance Abuse Professional* | | | | | | |
| | | a) | Who is your SAP? | | | | |
| 40.28l(a) | | b) | Does the SAP have the proper credentials? | | | | |
| 40.28l (c) | | c) | Has the SAP completed the required training? | | | | |
| | | | ▪ | Do you have documentation on file to evidence the training? | | | |

# MDOT

| Ref | | | | | | Yes | No |
|---|---|---|---|---|---|---|---|
| | | d) | Have you conducted a review of the SAP's practices and procedures? If yes, date: _____ | | | | |
| | | | ▪ Were there any compliance problems? | | | | |
| | | | | (i) | If yes, did you conduct a follow up review? | | |
| | | | | (ii) | Date of follow up review: _____ | | |
| | | | | | *Comments:* _____ | | |
| 655.14 | *Employee Education and Training* | | | | | | |
| 655.14(a) | 1) | Does your organization display and distribute, to every covered employee: | | | | | |
| | | a) | Information material about the drug and alcohol testing program? | | | | |
| | | b) | Community service hot-line telephone number for employee assistance (if available)? | | | | |
| 655.14(b)1 | 2) | Do covered employees receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment? | | | | | |
| 655.14(b)2 | 3) | Do supervisors and other employees, authorized to make reasonable suspicion determination, receive: | | | | | |
| | | a) | At least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use? | | | | |
| | | b) | At least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse? | | | | |
| | | c) | Has the drug and alcohol program manager received the minimum required training? | | | | |
| | | c) | *Comments:* _____ | | | | |
| | *Testing Requirements* | | | | | | |
| 655.21 (a) & 655.31(a) | 1) | Does your organization's program include testing under the following circumstances? | | | | | |
| | | a) | Pre-employment (required for drug, optional for alcohol) | | | | |
| | | b) | Post-accident | | | | |
| | | c) | Reasonable suspicion | | | | |
| | | d) | Random | | | | |

# MDOT

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| | | e) | Return to duty/follow-up | | |
| 655.21(b) | 2) | Does your organization ensure that the test includes detection of the following drugs? | | | |
| | | a) | Marijuana | | |
| | | b) | Cocaine | | |
| | | c) | Opiates | | |
| | | d) | Amphetamines | | |
| | | e) | Phencyclidine | | |
| 655.21(c) | 3) | Is the use of the substances, identified above, prohibited at all times? | | | |
| 655.21(c)<br>655.31(b) | 4) | Requirements specific to Alcohol testing | | | |
| | | a) | Does your program prohibit covered employees with an alcohol concentration of 0.04 or greater from performing, or continuing to perform a safety-sensitive function? | | |
| 655.31(a) | | b) | Are covered employees prohibited from using alcohol within 4 hours prior to performing safety sensitive functions? | | |
| 655.33(b) | | c) | On-Call status: | | |
| 655.33(b)l | | | ▪ Are on-call employees prohibited from consuming alcohol during the on-call period? | | |
| 655.33(b)2 | | | ▪ Do employees, in on-call status, have an opportunity to acknowledge the use of alcohol at the time he or she is called to report to duty any their inability to perform safety sensitive functions? | | |
| 655.33(b)3 | | | ▪ Do you require an alcohol test if an on-call employee acknowledges alcohol use but claims the ability to perform safety sensitive functions? | | |
| 655.34 | | d) | Are covered employees prohibited from consuming alcohol for eight hours following an accident or until he/she undergoes a post accident alcohol test (which ever comes first)? | | |
| 655.35(a)<br>& 40.23(c) | | e) | If an employee tests positive with an alcohol concentration of between 0.02 and 0.04 is he/she removed from safety sensitive duty? | | |
| 655.35(a) | | f) | After removing an employee, who with an alcohol concentration that falls between 0.02 and 0.04, do they refrain from returning him/her to safety sensitive duty until: | | |
| | | | ▪ The alcohol concentration falls below 0.02? | | |
| | | | ▪ The start of the employee's next regularly scheduled duty period but not less than eight hours following the administration of the test? | | |
| 655.35(b) | | g) | Is any action taken, other than that listed in "e)" above, when an employee tests positive with an alcohol concentration of less than 0.04? | | |
| | | | ▪ If yes, does your organization have legal authority to do so? | | |

# MDOT

| Ref | | | | | Yes | No |
|---|---|---|---|---|---|---|
| | | | | *Comments:*_____ | | |
| | *Conditions on Testing* | | | | | |
| 655.41 | 1) | Pre-employment testing | | | | |
| | | a) | Drug testing: | | | |
| 655.41(a)l | | | ▪ | Do you refrain from placing an employee/:applicant into safety sensitive duty, for the first time, until after they receive a confirmed negative test result? | | |
| 655.4l (a)2 | | | ▪ | If an employee/applicant has previously failed or refused a pre-employment drug test, do they require the employee to provide documentation evidencing that they have successfull y completed an SAP referral, evaluation, and treatment plan? | | |
| 655.41(b) | | | ▪ | Do they conduct a pre-employment test when transferring an employee from a non-safety sensitive function to a safety sensitive function? | | |
| 655.4l (c) | | | ▪ | When a pre-employment test is cancelled, do you require the employee/applicant to take another pre-employment drug test? | | |
| 655.4l(d) | | | ▪ | Does your organization require an employee, not performing safety sensitive functions for 90 or more consecutive days, to submit to a pre-employment drug test? | | |
| | | | ▪ | If no, was the employee(s) retained in your random pool? | | |
| 655.42 | | b) | Alcohol Testing: | | | |
| | | | ▪ | Does your organization conduct pre-employment alcohol testing? If yes: | | |
| 655.42(a) | | | ▪ | Is the test conducted prior to placing the employee/applicant into a safety sensitive function? | | |
| 655.42(b) | | | ▪ | Is the test required for all employees/applicants? | | |
| 655.42(c) | | | ▪ | Is the test conducted after making a contingent offer of employment? | | |
| 655.42(d ) | | | ▪ | Are all pre-employ ment alcohol tests conducted in accordance with 49 CFR Part 40? | | |
| 655.42(e) | | | ▪ | Is a test result of less than 0.02 received prior to placing the employee into safety sensitive duty? | | |
| 655.43 | 2) | Reasonable Suspicion Testing | | | | |
| 655.43(b) | | a) | Have the employees authorized to make reasonable suspicion determinations received the required training? | | | |
| | | b) | Have any reasonable suspicion tests been conducted? If yes, | | | |
| | | | ▪ | Was the employee who made the determination authorized and trained to make reasonable suspicion determinations? | | |

# MDOT

| Ref | | | | | Yes | No |
|---|---|---|---|---|---|---|
| | | | ▪ | Was the determination based on specific, current, and describable observations concerning the appearance, behavior, speech, or body odors of the employee? | | |
| 655.43(c) | | c) | If a reasonable determination was made for alcohol consumption was the test conducted: | | | |
| | | | ▪ | While the employee was performing a safety sensitive function? | | |
| | | | ▪ | Just before the employee was to perform a safety sensitive function? | | |
| | | | ▪ | Just after the employee has ceased performing a safety sensitive function? | | |
| 655.43(d) | | | ▪ | Within two hours of the determination? | | |
| | | | | (i) If no, is there documentation on file detailing the reasons the test was not conducted? | | |
| 655.44 | 3) | Post Accident Testing | | | | |
| 655.44(a)l | | a) | Fatal Accidents- Were there any accidents involving the loss of human life? If yes: | | | |
| | | | ▪ | Was a post accident test conducted as soon as possible? | | |
| | | | | (i) How long after the accident was the drug test administered? | | |
| | | | | (ii) How long after the accident was the alcohol test administered? | | |
| | | | ▪ | Were all surviving covered employees operating the vehicle(s) involved in the accident tested? | | |
| | | | ▪ | Were other covered employees, who's actions may have contributed to the accident, tested? | | |
| 655.44(a)2 | | b) | Non-Fatal Accidents- Were there any other accidents (as defined in 49 CFR Part 655.4)? If yes, | | | |
| | | | ▪ | Was a post accident test conducted as soon as possible? | | |
| | | | | (i) How long after the accident was the drug test administered? | | |
| | | | | (ii) How long after the accident was the alcohol test administered? | | |
| 655.44(a)2 | | | ▪ | Were all covered employees operating the vehicle(s) involved in the accident tested? | | |
| | | | ▪ | Were other covered employees, who's actions may have contributed to the accident, tested? If not, | | |

# MDOT

| Ref | | | | | | Yes | No |
|---|---|---|---|---|---|---|---|
| | | | | (i) | Do you have documentation on file that shows that the employees' actions can be completely discounted as a causing factor to the accident? | | |
| 655.45 | 2) | Random Testing | | | | | |
| 655.45(a) | | a) | Were random drug tests performed on the equivalent of 50 percent of your organization's covered employees? | | | | |
| | | b) | Were random alcohol tests performed on the equivalent of 10 percent of your organization's covered employees? | | | | |
| 655.45(e) | | c) | What procedures does your organization use for its random draw? | | | | |
| | | | _____ | | | | |
| 655.45(g) | | d) | Are random tests conducted throughout your organization's hours of service? | | | | |
| | | e) | Are random tests conducted at varying times during the month? | | | | |
| 655.45(h) | | f) | Are employees selected for random tests required to proceed to the testing facility immediately upon notification? | | | | |
| 655.46 | 3) | Return to Duty Tests | | | | | |
| | | a) | Did any employees refuse to submit to a drug or alcohol test? | | | | |
| | | b) | Did any employees have a confmned positive test result? | | | | |
| | | c) | If the answer to "a)" or "b)" above was yes: | | | | |
| | | | ▪ | Was a return to duty test conducted? | | | |
| | | | | (i) | If not, why? | | |
| 40.301 | | | | (ii) | If yes, did the employee complete the SAP process? | | |
| 40.30l(c)l | | | | (iii) | Does your organization have documentation to support this claim? *Comments:*_____ | | |
| 655.61 | *Test results* | | | | | | |
| 40.21 | 1) | Does your organization "Stand Down" employees prior to the MRO completing the verification process? | | | | | |
| | | a) | If yes, were you granted a waiver by USDOT? | | | | |
| | | b) | Do you have documentation on file showing this waiver? | | | | |
| 655.61 (a) & 40.23 | 2) | Did any employees or applicants have a confirmed positive test result for drugs or alcohol (.04 or greater); or refuse to submit to a test? If yes: | | | | | |
| | | a) | Was the employee immediately removed from safety sensitive *dutyn* | | | | |

# MDOT

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| 655.62 | | b) | Was the employee/applicant referred to a Substance Abuse Professional (SAP?) | | |
| | | c) | Did the employee comply with the SAP recommendations? | | |
| | | | ▪ Do you have documentation on file evidencing compliance with the SAP recommendations? | | |
| 655.6l(b) | | d) | Were return to duty and follow up tests conducted? | | |
| | | | ▪ Ifno, why? | | |
| 40.23(b) | 3) | | Did your organization receive any test results that were verified adulterated? | | |
| | | a) | If yes, did you treat the result as a refusal to test? | | |
| 40.23(e) | 4) | | Did your organization receive any test results that indicated the specimen was diluted? | | |
| | | a) | If yes, was the diluted test result positive or negative? | | |
| 40.197(a) | | | ▪ If verified positive, was the test treated as other positive tests? | | |
| 40.197(b) | | | ▪ If verified negative, did you require the employee to be re-tested? | | |
| 40.197(c) | | | (i) Are all employees treated in this manner? | | |
| 40.23(f) | 5) | | Did you receive any test results indicating that the specimen was invalid? If yes, | | |
| | | a) | Did you direct the employee to submit another test under direct observation? | | |
| | | b) | Did you attach any other consequences? | | |
| | | c) | Was the employee given advance notice? | | |
| | | d) | Did you indicate the same type of test as the original on the CCF1? | | |
| 40.23(f) | 6) | | Did you receive any cancelled tests? If yes, | | |
| | | a) | Was a negative test required (pre-employment, return to duty, follow up) If yes, | | |
| | | | ▪ Was the employee/applicant directed to immediately submit to another test? | | |
| | | | *Comments:*_____ | | |
| | | | '1121 | | |
| 655-71 & 40.333 | *Records control and retention* | | | | |
| 655.71 (a) | 1) | | Where are your testing records kept? | | |
| | 2) | | Is this a secure location? | | |

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| | | a) | Who has access to the records? _____ | | |
| 655.7 1 (c) | 3) | What types of records are maintained by your organization? _____ | | | |
| 655.71(c) | | a) | Records related to the collection process | | |
| | | | ▪ Collection log books (if used) | | |
| | | | ▪ Documents relating to the random selection process | | |
| | | | ▪ Documents generated in connection with a decision reasonable suspicion test | | |
| | | | ▪ Documents generated in connection with a decision tests | | |
| | | | ▪ MRO documents verifying existence of a medical explanation for inadequate urine or breath | | |
| 655.71(c)2 | | b) | Records related to test results | | |
| | | | ▪ The employer's copies of the chain of custody form | | |
| | | | ▪ Documents related to test refusals | | |
| | | | ▪ Documents from employee disputing the test results | | |
| 655.71(c)3 | | c) | Records related to SAP referral | | |
| | | | ▪ Employee/applicant referral | | |
| | | | ▪ Return to duty | | |
| | | | ▪ Follow up tests | | |
| | | | ▪ Employee's! Applicant's entry into and successful completion of the SAP recommended treatment program | | |
| 655.7 1 (c)4 | | d) | Employee Training records | | |
| | | | ▪ Training materials on drug and alcohol awareness are available | | |
| | | | ▪ Awareness training- Names, dates, and times of training | | |
| | | | ▪ Reasonable suspicion training conducted | | |
| | | | ▪ Certification that the training complies with 49 CFR Part 655 | | |
| 655.71(b) | 4) | How long do you retain the records? | | | |
| | | a) | Five Years | | |
| | | | ▪ Verified positive test results | | |
| | | | ▪ Documentation oftest refusals | | |

# MDOT

| Ref | | | | Yes | No |
|---|---|---|---|---|---|
| | | | ▪ Employee referrals to SAP | | |
| | | | ▪ Copies of the annual MIS report(s) | | |
| | | b) | Two Years | | |
| | | | ▪ Records related to the collection process | | |
| | | | ▪ Documentation of employee training | | |
| | | c) | One Year | | |
| | | | ▪ Records of negative test results | | |
| 40,P | 5) | Confidentiality | | | |
| 40.321 | | a) | Have you released any employee drug and alcohol testing information to anyone without the written permission of the employee? | | |
| | | | ▪ If yes, what were the circumstances that surrounded the release of information? | | |
| | | | ▪ Did you receive written consent from the employee authorizing you to release the information? | | |
| 655.72 | *MIS Reports* | | | | |
| | 1) | Did you submit your annual MIS report to MDOT in a timely manner? | | | |
| | 2) | Did the reports contain all of the required information? | | | |

MDOT REVIEWERS

DATE

MDOT REVIEWERS

DATE

DATE REPORT/CHECKLIST RELEASED TO PROJECT

# MDOT

COMMENTS AND RECOMMENDATION:

**APPENDIXO**

Pre-site Visit
Financial Management
Minimum Maintenance Checklist

# PRE-SITE VISIT CHECKLIST

Entity: _____ Contact:

Contract/Grant Number: _____ Date:

Monitoring Visit Schedule:
Date: _____ Time:
Place: _____ Confirmation Letter:

Date of Contract: _____ Comact Period:
Special Contract Conditions:

Correspondence Reviewed:

Requests for Reimbursements Reviewed:

Financial Status Reports Reviewed: N/A

Monthly Progress Reports and Summary Reports Reviewed:

Performance Standards Reviewed:

Prior Monitoring Reports Reviewed:

Areas To Be Examined (Note which monitoring checklists should be used): A complete monitoring review.

Comments:

Program Staff Signature _____ _____ ____Date:_____

Manager Signature_____ _____ ____Date:_____

# FINANCIAL MANAGEMENT SYSTEM COMPLIANCE CHECKLIST

Pumose: The objective of *this* checklist is ensure that a comprehensive monitoring visit is conducted in a manner that will allow for a review of compliance issues and increase the probability that problem areas will detected and documented.

Applicability: This checklist is intended to be used in the routine monitoring process for all General Public Transit contractors. It is intended to especially enhance our ability to identify and deal with high risk contractors. Unless otherwise instructed by the Manager, all questions must be answered during each monitoring visit.

Description: The checklist is generally organized by broad areas of concern. It is intended that when areas calling for extensive explanations are identified, information will be provided on a separate page along with copies of any documentation that the monitor considers necessary to support the explanation provided. This information is to be referenced within the body of the checklist and attached to the checklist.

The questions in this checklist have been designed to indicate "Yes" or "N/A" answers as favorable responses. All unfavorable responses must be fully explained. It should be noted that unfavorable answers identify situations that could be undesirable, but are not necessarily unjustifiable or unacceptable.

This document is intended as a guide for the areas covered. The monitor must also use professional judgement.

# FINANCIAL MANAGEMENT MONITORING CHECKLIST

**CONTRACTOR**

**CONTRACT#** **RPT#____**

## FISCAL ADMINISTRATION

1. Does the organization have a complete copy (including all attachments) of the award agreement on file? If no, cite missing items below. DYes D No D N/A
   If no, explain: _____

2. Does the organization have an administrative manual?
   DYes 0No ON/A
   Ifno, explain: _____

3. Does the administrative manual address the topics listed below? (Check all appropriate):
   - D Budgetary process
   - D Organizational structure
   - D Time and attendance policies
   - D Travel policies
   - D Administrative procedures
   - D Pettycash
   - D Telephone policies
   - D Employee benefits
   - D Employee termination
   - D Holidays and office hours

4. Does the organization have copies of previous audit reports on file?
   DYes 0No ON/A

   If no, explain _____

5. Have previous audit reports been adequately resolved?
   DYes 0No ON/A

   If no, explain _____

6. Have vendor files been established? DYes 0No ON/A
   If no, explain _____

7. Are all rental or lease charges in accordance with the budget?
   DYes 0No ON/A
   If no, explain _____

8. Are all rental or lease charges properly documented? D Yes D No ON/A
If no,explain _____

9. Are there procedures in place to safeguard the organization's financial records?
DYes 0No ON/A
Ifno, explain _____

**ACCOUNTING SYSTEM**

1. Are copies of all regulations, laws, and special conditions applicable to the contract on file?
DYes 0No ON/A

2. Are there written accounting procedures (i.e., and accounting manual)?
DYes 0No ON/A

3. Are those procedures being followed by the organization?
DYes 0No ON/A
If no, explain _____

4. Does the accounting manual address the topics listed below? (Check all that apply)

O Fiscal duties of staff
O Job descriptions
D Cash depositories
O Accounts payable
D Cash receipts
D Cash disbursements
O Timesheet and labor distribution
O Payroll
O PettyCash
O Purchasing requirements
O Pension
D Accounting forms

5. Does the grantee maintain the records listed below? (Check all that apply)

O.a. Cash disbursement journal
O.b. Cash receipts journal
O c. Generaljournal
D d. General ledger
D e. Payroll register/journal
O f. Equipment ledger

6. Are entries to the books of accounts supported by clear explanations and back-up documentation? DYes D No D N/A
If no, explain _____

7. Are the ledger books posted up to date? DYes DNa ON/A
If no, explain _____

8. Are the ledger books kept in ink for permanence or are computer-maintained accounting records available in hard copy and retrievable from disk storage?
DYes DNa ON/A
If no, explain _____

9. Are trial balances prepared, balanced, and reviewed? DYes 0No ON/A
Ifno, explain _____

**INTERNAL CONTROL**

1. Have internal control procedures been established? DYes 0No ON/A
Ifno, explain _____

2. Does the grantee have written standard operating procedures for financial management? O Yes O No D N/A
If no, explain: _____

3. Have grantee representatives responsible for cash and other significant assets been bonded? DYes D No D N/A
IfYes, list below:

| Name | Bonding Amount | Expiration Date |
|---|---|---|

**PAYROLL**

1. Does the grantee have written payroll procedures? DYes DNa ON/A
If no, explain _____

2. Are procedures regarding payroll being followed? DYes 0No ON/A
If no, explain _____

3. Are there systems adequate to document the following items?
D Hours worked
D Vacation hours accrued
D Sick leave accrued

O Vacation used
O Sick leave used

4. Are all Federal and State withholding taxes paid on a timely basis?
DYes 0No ON/A
Ifno, explain _____

5. Are time records maintained to support all time for which an employee is paid?
DYes 0No ON/A
If no, explain _____

6. Are all time records signed in ink by employees? DYes 0No ON/A
If no, explain _____

7. Are all time records approved by Supervisors? DYes 0No ON/A
If no, explain _____

8. Do authorized hourly rates agree with payroll rates? DYes 0No ON/A
If no, explain _____

**FRINGE BENEFITS**

1. Are fringe benefits being allocated according to the cost allocation plan or approved budget?
DYes 0No ON/A
Ifno, explain _____

2. Is the grantee charging only those fringe benefits that are consistent with organizational policies and procedures? O Yes O No O N/A
If no, explain _____

3. Are all employees covered on health, life, and workers' compensation insurance policies during the appropriate time frame, with coverage discontinued when employment is terminated?
DYes 0No ON/A
If no, explain _____

**CASH MANAGEMENT**

1. Are cash management procedures in place and being followed?
DYes 0No ON/A
If no, explain _____

2. Is the grantee's cash management system adequate to ensure proper receipt and depositing of funds? DYes 0No ON/A
If no, explain _____

3. Are systems in place to minimize excessive cash on hand? O Yes 0No ON/A
Ifno, explain _____

4. Are all cash receipts immediately deposited? DYes 0No ON/A
Ifno, explain _____

5. Are voided checks marked in a manner that prevents reuse? O Yes 0No ON/A
Ifno, explain _____

6. Are all bank statements reconciled promptly each month? O Yes 0No ON/A
If no, explain _____

7. Are the monthly bank reconciliations prepared by an employee who is not responsible for handling or receiving cash receipts or disbursements? O Yes O No O N/A
If no, explain _____

8. Are bank reconciliations reviewed and approved? DYes 0No ON/A
If so, by whom? _____
Ifno, explain _____

**CASH RECEIPTS**

1. Are the procedures regarding cash receipts being followed? O Yes 0No ON/A
Ifno, explain _____

2. Are receipts deposited daily and intact? DYes 0No ON/A
Ifno, explain _____

3. Is supporting documentation maintained for all cash receipts? O Yes 0No ON/A
If no, explain _____

**CASH DISBURSEMENTS**

1. Are procedures regarding the disbursement of funds being followed?
DYes 0No ON/A
Ifno, explain _____

2. Are the following items verified before a check is released?
O Invoice, subcontract, obligating document
O Agreement ofvoucher(s) amount with check amount
O Approval signatures
O Signature and date filled in on check.

3. Are all checks preprinted and prenumbered? DYes 0No ON/A
If no, explain _____

4. Are there procedures to prevent the writing of checks payable to "cash"?

DYes 0No ON/A

If no, explain _____

5. Are there procedures to prevent checks from being signed in advance?

DYes 0No ON/A

Ifno, explain _____

6. Are all invoices, receiving reports, receipts, etc., pertaining to disbursement kept on file? O Yes O No O N/A

Ifno, explain _____

7. Are all invoices canceled with check number and date paid? O Yes 0No ON/A

If no, explain_

8. Is the check-signing authority restricted to executives who do not have responsibility for maintaining accounting records? O Yes O No O N/A

If no, explain _____

9. Are checks voided if they are outstanding for 90 days or longer?

DYes 0No ON/A

Ifno, explain _____

**PETTY CASH**

1. Are the procedures regarding petty cash being followed? DYes 0No ON/A

Ifno, explain _____

2. Are disbursements documented by receipts? DYes 0No ON/A

If no, explain _____

3. Is the petty cash reconciled frequently? DYes 0No ON/A

If no, explain _____

**TRAVEL**

1. Are the procedures regarding travel being followed? DYes 0No ON/A

If no, explain _____

2. Are travel policies updated to keep current? DYes 0No ON/A

Ifno, explain _____

3. If the contractor pays travel advances to employees, are they charged to a receivable account and reconciled when the travel is complete? O Yes O No O N/A

Ifno, explain _____

4. Do the travel advance amounts appear reasonable? DYes 0No ON/A
Ifno, explain _____

5. Are travel expense reports supported by receipts and other required documentation?
DYes 0No ON/A
Ifno, explain _____

**FINANCIAL MANAGEMENT**

1. Are periodic financial reports used as management tools, i.e., are budgeted amounts compared to actual activities and the reason for significant variances or required actions document?
DYes 0No ON/A
If no, explain _____

2. Does management use those reports? DYes 0No ON/A
Ifno, explain _____

3. Verify on a sample basis that the information recorded in the disbursement, payroll and cash receipts journal can be traced to the general ledger?
DYes 0No ON/A
Ifno, explain _____

4. Trace a sample month from the general ledger to the Requests for Reimbursement and verify that this information can be reconciled.
DYes 0No ON/A
If no, explain _____

5. Were there any Reimbursement Requests outside the effective contract date?
DYes 0No ON/A
If no, explain _____

6. Does the contractor maintain the disbursement journal in accordance with contractual line item budget? DYes D No D N/A
If no, explain _____

7. Determine by reviewing the bank statements if the grant funds are being deposited in a interest bearing account? If yes, have provisions been made for the return of this interest income? Please document those provisions.
DYes 0No ON/A
If no, explain _____

**SOURCE AND APPLICATION OF FUNDS**

1. Does the budget identify all expenditures for the grant program?
DYes 0No ON/A
Ifno, explain _____

2. Is documentation (timesheets, travel logs, travel vouchers, invoices for goods, etc.) maintained to support expenditures? DYes D No D N/A
If no, explain _____

3. Do the records identify matching funds received by amount and source?
DYes 0No ON/A
Ifno, explain _____

4. Is documentation maintained to support expenditures of matching funds?
DYes 0No ON/A
If no, explain _____

5. Are all other funds (matching, etc.) expended at the proportionate ratio required by the contract? DYes 0No ON/A
If no, explain _____

6. List in-kind contributions by amount(s) and type(s):

7. Are all in-kind contributions documented? DYes 0No ON/A
If no, explain _____

8. Are cash contributions properly recorded as to source, type and date?
DYes 0No ON/A
Ifno, explain _____

9. Is documentation maintained to support cash contributions? D Yes 0No ON/A
Ifno, explain _____

**BUDGET VS. ACTUAL EXPENDITURES**

1. Are interprogram transfers occurring? DYes 0No ON/A
If no, explain _____

2. Are all expenditures within the approved budget? DYes 0No ON/A
If no, explain _____

3. Are intrabudget transfers occurring? DYes 0No ON/A
If yes, explain _____

4. Has prior approval been given for these transfers? DYes 0No ON/A
Ifno, explain _____

5. Are all costs charged to the correct budget category? DYes 0No ON/A
Ifno, explain _____

## PROPERTYPROCUREMENTANDINVENTORY

1. Has all equipment specified in the budget been purchased?
DYes 0No ON/A
If no, explain _____

2. Is property purchased with the grant funds being used only for project activities?
DYes 0No ON/A
If no, explain _____

3. Are adequate records maintained for leased and purchased non-expendable property?
DYes 0No ON/A
Ifno, explain _____

4. Has an inventory system been established? DYes 0No ON/A
Ifno, explain _____

5. Review a sample of purchases to determine if they have been placed on inventory.
DYes 0No ON/A
Ifno, explain _____

6. Verify, on a sample basis, that the grantee can document that proper purchase procedures have been followed:
D a. Proper advertisement
D b. Proper bid specifications
D c. Lowest bid been taken
D d. Documentation for sole source purchases
(List each instance of this type of purchase)

7. Do the purchasing procedures comply with state regulations and contract requirements?
DYes 0No ON/A
If no, explain _____

8. Is an inventory conducted periodically to account for all property?
DYes 0No ON/A
If no, explain _____

9. Are purchase orders and/or requisitions numbered and recorded sequentially?
DYes 0No ON/A

If no, explain _____

10. Are invoices processed in a timely marmer to ensure prompt payment and/or to avoid penalties and interest? O Yes O No O N/A
If no, explain _____

**INDIRECT COST**

1. Does the grantee have a cost allocation plan or an indirect cost plan?
DYes 0No ON/A
Ifno, explain _____

2. Has the plan received federal approval? DYes 0No ON/A
Ifyes, date of approval
Ifno, explain _____

3. Have procedures been established to ensure that costs are not being treated as both direct and indirect costs? D Yes D No D N/A
Ifno, explain _____

4. Is the approved cost allocation plan being followed? D Yes 0No ON/A
If no, explain _____

5. Does the organization have timesheets to support the allocation of staff time?
DYes 0No ON/A
If no, explain _____

**PROGRAM INCOME**

1. Does the grantee have program income? DYes 0No ON/A
If no, explain _____

2. Do the grantee's records reflect income/interest earned by program? (Prepare a schedule to document program income.) O Yes O No O N/A
Ifno, explain _____

3. List program income by projected source and amount.

Source: Amount:

4. List program income received to date by source and amount.

Source: Amount:

5. Is the rate of program income consistent with award/subcontract documents?
DYes DNa ON/A
If no, explain _____

6. Are there any special provisions or restrictions placed on program income?
DYes 0No ON/A
If no, explain _____

**Comments/Recommendations**

1. Contractor's comments, concerns or recommendations:

2. Monitor's, comments, concerns or recommendations:

_____ _____

**MDOT Monitor** **Date**

_____ _____

**Reviewed By** **Date**

# 4,000-6,000 MILE MAINTENANCE

PROJECT GRANTEE: _____

MDOT Number_____

Actual Mileage_____

Vehicle Make & Year_____

V.I.N. _____

NOTE: All service listed on this page must be completed at each 4,000-6,000 mile interval. This page must be placed in vehicle file along with cop of invoice.

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x) | PARTS/MATERIALS | LABOR | TOTAL |
| Change engine oil | | | | |
| Replace engine oil filter | | | | |
| Check power steering fluid level and add as necessary. | | | | |
| Inspect tires for wear | | | | |
| Check fluid levels in the transmission and real axle. | | | | |
| Lube brake pedal linkage points and parking brake control lever. | | | | |
| Inspect fluid level in brake master cylinder. | | | | |
| Lube steering linkage ball joints and wheel stops. | | | | |
| Inspect all belt drives for cracks, cuts and replace as necessary. | | | | |
| Check brake and power steering hoses for deterioration and leaks. Inspect all hose connections such as clamps and couplings. | | | | |

TOTAL _____

Service Performed By:_____ _____
Date

Reviewed By:_____ _____
Date

# 8,000-12,000 MILE MAINTENANCE

PROJECT GRANTEE: _____

MDOT Number_____

NOTE: All service listed on this page must be completed at each 4,000-6,000 mile interval. This page must be placed in vehicle file along with copy of invoice.

Actual Mileage_____

Vehicle Make & Year_____

V.I.N. — — — — — — — — — — — — — — —

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x) | PARTS/MATERIALS | LABOR | TOTAL |
| Clean carburetor air filter. | | | | |
| Check exhaust system for leaks, missing or damaged parts. | | | | |
| Check headlight aim. | | | | |
| Check cooling system for leaks, radiator cap for proper vacuum sealing and operation & antifreeze concentration. | | | | |
| Check belts and operation of control for air conditioning unit. | | | | |
| Inspect seals on suspension ball joints, steering linkage pivots and U-joints. | | | | |
| Lubricate body mechanisms: hood, door hinges, window latches. | | | | |
| Apply solvent carburetor choke shaft. | | | | |
| Apply solvent to fast idle cam & pivot pin. | | | | |
| Change oil | | | | |
| Additional Maintenance: | | | | |

TOTAL _____

Service Performed By:_____ _____
Date

Reviewed By:_____ _____
Date

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# 20,000-24,000 MILE MAINTENANCE

PROJECT GRANTEE: _____

MDOT Number_____

Actual Mileage_____

Vehicle Make & Year_____

V. I. N. — — — — — — — — — — — — —

NOTE: All service listed on this page must be completed at each 20,000-24,000 mile interval. This page must be placed in vehicle file along with copy of invoice.

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x) | PARTS/MATERIALS | LABOR | TOTAL |
| Drain and refill real axle fluid. | | | | |
| Replace carburetor air filter. | | | | |
| Re-lubricate front suspension ball joints. | | | | |
| Front end alignment / inspect brakes. | | | | |
| Inspect rear wheel bearings. Clean and repack as necessary & whenever brake linings are replaced or brake drums resurfaced. | | | | |
| Replace spark plugs. | | | | |
| Replace fuel filter. | | | | |
| Change fluid and filter for automatic transmission. | | | | |
| Check cooling system for leaks, radiator cap for proper vacuum sealing and operation & antifreeze concentration. | | | | |
| Additional Maintenance: | | | | |

TOTAL_____

Service Performed By:_____ _____
Date

Previewed By:_____ _____
Date

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## "RED FLAGS"

Certain items should raise "red flags" for the monitor if they appear in documentation examined.

Listed are some of the items to closely examine in the review of the financial management system:

1. Use of award funds to pay penalties or fines.
2. Costs not supported by proper documentation.
3. Lack of prior approval for items such as capital equipment, buildings, and consultants.
4. Costs incurred outside the award period.
5. No evidence of competitive bidding when required by regulation or contract.
6. Bank accounts not reconciled.
7. Required reports not filed or not filed on time.
8. Costs allocated to the project budget that really benefited another program or project.
9. No procedures to monitor subcontractor agreements.
10. Excessive charges for rental of expensive automobiles, hotel suites, other than coach class airline tickets, etc.
11. Unorganized files (unorganized files cause heightened concern about the status of record-keeping).
12. Transferring costs from one contract/program to another, particularly when the journal entry transferring those costs is not done within a reasonable period of time after the costs are incurred.

MDOT Lift Preventive Maintenance CheckSheet 2011

Vehicle _____VIN_____ Date_____

Inspector:_____

Before each scheduled day of lift service, operate lift minimum one complete cycle and inspect each of the following:

O Does the lift interlock (if equipped) function as intended?
O Does the lift cargo door light (if equipped) function as intended?
O Does the lift deploy when the lift interlock is activated as intended?
O Does the lift safely clear the cargo door as the lift is deployed and stowed?
O Does the lift operate smoothly (no jerking or abnormal movement)?
O Does the lift operate at normal speed?
O Is the lift power source adequate?
O Does the roll stop(s) operate properly?
D Do the handrails operate properly?
D Is the platform angle normal?
O Is lift operation quiet (no rattles, abnormal sounds, etc.)?
O Has the hand-held switch box cable been damaged?
O Do the lift control switches function properly?
D Do the lift cargo door securement devices function as intended?
D Is the manual back-up pump handle in place?
O Is the hand pump valve closed securely (tight)?
D Are the lift-posted and door-posted decals worn, missing or illegible?
O Can you visually detect any lift wear, damage, misalignment, hydraulic leaks, loose bolts, broken welds or any abnormal conditions?
D Clean lift surfaces where wheelchairs travel.

## Weekly Inspection:

O Clean and lubricate key locations based on lift usage frequency and climate conditions (outlined by your transit agency). Lubrication procedures should be performed by transit agency maintenance personnel.

# MDOT SIX MONTH PREVENTIVE MAINTENANCE
# INSPECTION WORK SHEET

K.OJECT:_____

VEHICLE MAKE & YEAR_____

_____OK

MOOT#_____

ADJUSTMENT MADE

V.l.N._____

_____NEEDS ATTENTION

MILEAGE_____

SPECIAL fNSTRUCTION
FOR REPAIRS NEEDS_____

_____

---

COMMENTS

PREPARE FOR fNSPECTION
_____CHECK DRJVERS REPORT
_____REVIEW MAfNTENANCE HISTORY

WASH VEHICLE

---

START UP AND DRIVE (Check operation condition of:

COMMENTS

_____Starting System
_____Parking Brake
Service Brake

_____Transmission
Hom
S eedometer

---

COMMENTS

REMAfN fN VEHICLE (Check Operation Condition of: )

_____Fuel Gauge
_____Oil Gauge
_____Battery Chargin g Gauge
_____Windshield Washer & Wipers
_____Steering Wheel
_____Headlights, Hi Indicator
_____Tum Signal Indicators
Seats

_____4-Wa y Flasher, Indicators
_____Interior Lights
_____Instrument Panel Lights
_____Heater & Defroster
_____Air Conditioner
_____All Window Glass
Doors
Safety E uipment

---

COM MENTS

OUTSIDE fNSPECTION (Check Condition of: )

Hood
_____Bumpers, Body Damage
_____All Lights including 4-way flasher
_____Fuel Cap
Clean A/C Condenser

_____Outside mirrors
_____Wheels & Rims, Tighten Lugs
_____Tires, Check Wear, Cracks
and Pressure

---

COMMENTS

UNDER HOOD (Check Operation Condition of: )

_____A!C Compressor, Mounting
& Belt Tension
_____Steering Gear & Shaft (lube)
_____Power Steering Hoses & Fluid level
_____Water pump & Fan Belt
_____C/Case Breather (clean/Changer
_____Air Filter, change Exhaust
_____System, Tighten Engine Oil
and Filter Change

_____Fuel Leaks (Correct)
Radtator, Check Level
_____Radiator (clean Front)
_____Alternator, Belt Tension
Termi nal, Check
_____Battery, Check Water level
_____Battery, Clean Cables
_____Master Cylinder Fluid Level
Hoses, Check & Adjust

---

COMMENTS

UNDER CHASSIS

_____Engine & Trans. Mounting Bolts
(check & adjust)
_____Body Mounting Bolts
(check & adjust)
_____Transmission, Check Gear
Fluid Level
_____Transmission, Check Cover,
(Well & Seal Areas for Leaks)

_____Exhaust Muffler, Tail Pipe
Hangers
Dtfferenttal, Check Gear Otl
Level & Clear Breather
_____Brakes (Adjust, if needed)
_____Springs, Bolts
(check for Cracks, rust and Tighten)

---

_____
iNSPECTOR/MECHANIC SIGNATURE

_____
DATE

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# Work Order

Order# _____

Agency _____ Make _____

Address _____ Model _____

Phone _____ VIN _____

Contact Person _____ Mileage _____

Date/Time Wanted _____ MOOT# _____

DescriQtion of Problem:

_____

_____

_____

_____

_____

_____

_____

_____

Preventive Maintenance/Repair Instructions:

**Lubricate**

- Change Oil
- Check Brakes
- Change/Add Antifreeze

**Check** Fluids

- Check Hoses & Belts
- Check Tires
- Check AC

Other:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Estimated Cost: _____

I hereby authorize the above requested work to be done, along with the necessary materials, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.

Work authorized by:

Name: _____

Title: _____

MOOT No _____

# Master Vehicle Record

V.I.N _____

P.M. Inspection Interval:

Every _____ Months

Every _____ Miles

Pro·ect Name:

| Engine | Accessories | Units | Suspension | Other |
|---|---|---|---|---|
| | | | | |

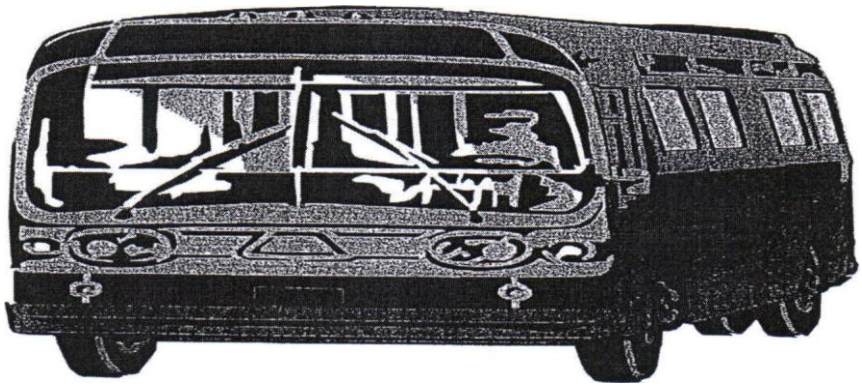
| R r. Order | Date | |
|---|---|---|
| | | |

Codes: I - Inspection A- Adjustment O - Overhaul R- Replace T- Tune L - Lube S - Service

# MDOT

# Public Transit Division

# Minimum Maintenance Program



*For Sections 5310, 5311, 5316, 5317 Contractors*

*February 11 ,2004*

# MINIMUM MAINTENANCE PROGRAM FORM

NameofOrganaation:_____

ELEMENTSOFTHEN.VUNTENANCEPROGRMM

1. Preventive Maintenance, (PM.) program-

a Identify, by titles, the staff responsible for performing preventive maintenance duties.

Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____

b. Identify the person/persons that have maintenance and repair oversight responsibilities?

Name: _____ Title: _____
Name: _____ Title: _____

c. Explain the schedules for regular inspections by drivers and mechanics?

_____
_____
_____
_____
_____
_____
_____
_____

d. Explain the process/schedules for maintenance and repair work being performed?

_____
_____
_____
_____
_____
_____
_____
_____

e. Explain a systematic record keeping process for all preventive maintenance and repair work?

_____
_____
_____
_____
_____
_____
_____
_____

# MDOT Public Transit Division MINIMUM MAINTENANCE PROGP..Al'A FOR SECTION 5311 AND SECTION 5310 CONTRACTORS

## Preface

The :MDOT recognizes that maintenance of transit capital equipment is very important. Because of the serious limitations on the availability of capital acquisition funds, vehicle maintenance is a particular concern. Federal regulations and FTA program guidance require that all capital equipment and facilities acquired with federal assistance must be maintained in acceptable operating condition, e.g. safe, reliable and in efficient operating condition. To adequately comply with these general requirements, every recipient of capital assistance must have a documented maintenance program, including a written maintenance plan. The maintenance plan should identify the goals and objectives of the organization's maintenance program, state the maintenance policy, indicate minimum maintenance requirements, contain schedules, identify the approval and/or authorization processes and illustrate the minimum record-keeping system. When developing the maintenance program for FTA funded equipment, each of the :MDOT's sub-recipient organizations should consider its own operating and budget constraints as well as essential maintenance requirements. Steps must be taken to insure that neither the safety of employees, passengers or the general public will be jeopardized.

## Purpose

This section contains information that was developed to assist the staff of small transit agencies and organizations that provides ancillary transportation services in rural areas to better manage the vehicle maintenance function. Better management of this vital function will reduce future capital investments, contain long term operating costs and increase the useful life of project vehicles. The information presented is intended to be general guidance for use by all Section 5311, Section 5310 and 5309 sub-recipient contractors. The purpose ofthis information is two-fold. First and most importantly, it is designed to provide minimum maintenance standards that all contractors will be expected to comply with. Secondly, it is intended to improve the effectiveness and efficiency ofthe maintenance program oflocal 5310 and 5311 contractors by improving the reliability of fleet vehicles and strengthening the maintenance management functions (e.g. scheduling, inventory, and record keeping).

The information and forms included on t.'ie follo'vYing pages are to be used by contractors as guides for developing a practical maintenance program. All contractors must develop a written maintenance plan. To implement this plan they must monitor and maintain a maintenance program that helps to ensure:

- that safe and dependable vehicles are available,
- vehicles are systematically replaced,
- adequate funds are budgeted to support realistic maintenance and repair activities, and
- repair and replacement parts are obtained in the most cost-efficient manner.

MINIMUM MAINTENANCE PROGRAM FORM

STAFFING AND ORGANIZATION

2. The staff responsible for the following duties identified by title, in the PM program?

a Approval/authorization of all maintenance and repair work:
Name: _____ Title: _____
Name: _____ Title: _____

b. Maintaining and updating repair and maintenance policies:
Name: Title: _____
Name: _____ Title: _____

c. Periodically reviewing routine maintenance/repair records
Name: Title: _____
Name: _____ Title: _____

d. Advising project management concerning budget and vehicle needs
Name: _____ Title: _____
Name: _____ Title: _____

RECORD KEEPING

3. Does the plan include the following forms?

a Vehicle Master Record
____ b. Vehicle Daily Preventive Maintenance Inspection Checklist
c. Annual Maintenance Checklist
____ d. Mileage Maintenance Schedules (4-6k; 8-12k; 20-24k)
e. Work Orders
f. Lift Maintenance Checklist
____ g. Others (Please attach)

_____
_____
_____
_____
_____
_____

4. PM Program-Detail how vehicle warranty files will be maintained.

_____
_____
_____
_____
_____
_____

_____
Preparer's Signatureffitle Date

The MDOT recognizes that smaller organizations may have extremely limited resources and that operations staff may be forced to divide their time among several functions. That is why the Public Transit Division (PID) strongly emphasizes the coordination of maintenance resources and that contractors take advantage of warranty programs to the fullest extent possible. In addition, planning is essential if funds that are available for vehicle replacement, component rebuilds/overhauls and vehicle rehabilitation are to be used to the fullest extent practical. We can not stress enough that the ultimate responsibility for maintenance is with the sub-recipient contractor.

For purposes of this guidance and ease of reference, the general minimum standards are presented in bold underlined type. Related requirements are shown in bold type as a part of the discussion of each standard.

## ELEMENTS OF THE MAINTENANCE PROGRAM

All Section 5311 and 5310 contractors must develop and maintain a written maintenance plan.

It is not the desire of the PID to make the maintenance program an administrative burden. However, a systematized process must be implemented by all sub-recipient contractors.

The overall quality of your local maintenance program has customer service and cost implications which are significant in the short term and may be substantial in the long run. To be effective, all maintenance programs must address four core areas. These are *staffing, preventive maintenance, repair* and *vehicle replacement.* Within these four areas the following factors must be included:

1. Centralized supervision;
2. Regular inspections by drivers and mechanics;
3. Regular schedules for maintenance and repairs; and
4. Systematic record keeping.

## STAFFING AND ORGANIZATION

Each Section 5311 and 5310 contractor must have a staff person that has maintemmce and repair oversight responsibilities. The Public Transit Division recognizes that few Section 5311 or 5310 contractors have the benefit of a dedicated maintenance person. However, to have an effective maintenance program all contractors must formally identify someone who is assigned the following responsibilities:

1. Approve/authorize all maintenance and repair work;
2. Maintain and update repair and maintenance policies;
3. Periodically review routine maintenance/repair records; and,

4. Advise project management concerning budget and vehicle replacement needs.

It does not matter whether the project has only one vehicle or a fleet, nor whether maintenance is an internal or contracted function. Effective maintenance requires someone who reviews periodic reports/checklis""t.S, w.-ranges schedules and m<>lces decisions t.hat ensure that safe, dependable vehicles are available for service based on realistic resource allocation and investments.

## PREVENTIVE MAINTENANCE

A preventive maintenance program shall be established to cover all vehicles that are included in the project's MDOT authorized inventory. The PM program shall be designed to comply with the original equipment manufacturers' warranties and recommendations, the minimum requirements of this guidance and recognized good fleet management practices as appropriate.

Preventive maintenance (PM) is the cornerstone of any maintenance system. A good preventive maintenance program should be designed to maximize the efficient use of resources, to ensure the highest level of quality possible for the service provided to the riding public, and to protect the significant public investment in equipment. The overall quality of the preventive maintenance program may possibly be determined by measures such as: frequency of vehicles being out of service, miles between road-calls, repair cost per mile and frequency of standard component failures.

It is the goal of the preventive maintenance activities to ensure that vehicles operate at their best performance level, are safe to operate and can remain in revenue service at least through their minimum useful life. The PTD strongly recommends that each contractor allocate adequate resources necessary to implement and monitor a good set of fundamental preventive maintenance checklists and schedules. The PTD strongly discourages projects from relying on the reactive approach that is commonly referred to as crisis or demand maintenance. This approach usually involves following minimum lubrication schedules only and all other maintenance and repairs are done only when the vehicle is forced out of service because of component failures. Frequently this approach results in minimal repairs or replacement to get the vehicle back into service as quickly as possible. No overall assessment or comprehensive servicing is done.

The basis for the PM system policies and procedures should be the manufacturers' standard minimum requirements, including all warranties. For the PM activities to be effective they must be designed around the manufacturer's recommendations for the particular type of vehicle. With these recommendations in mind the PM function must include a series of regular scheduled inspections and services or adjustments to the vehicle (or components) that are done based on pre-determined miles- or hours-operated intervals. To be truly effective these intervals must take into account the type of vehicles (e.g., diesel versus gasoline engine), the varying operating conditions (e.g., paved roads versus dusty back roads) and the impact of particular materials/supplies (e.g., use of synthetic oil may extend the service

intervals). Preventive maintenance may seem more expensive in the short term but will frequently result in lower long term cost when major component replacements and vehicle useful life costs are considered.

It is the PTD's position that along with daily vehicle inspections, consistent oil change intervals form the acceptable baseline for the core activities of effective preventive maintenance.

To effectively monitor the overall maintenance program, including preventive maintenance activities, the project staff must have records of all work needed and done on the vehicles. These must be continuous records that are current, easy to read and readily available for review by persons with maintenance responsibilities. The PTD has provided each project with a sample Vehicle Master Record as the major tool for tracking the maintenance repair activities. Use ofthis form or an approved modified version is required for all5310 and 5311 projects.

## GENERAL REPAIRS

The project shall routinely make repairs that are identified through regular inspections, driver observations or vehicle breakdowns within a reasonable amount of time. Repairs must be authorized by the staff person who is designated with maintenance oversight responsibilities. Major repair decisions such as engine or transmission replacements should take into account the age, mileage, general overall condition of the vehicle and the availability of other alternatives.

Timely and complete repairs are essential to a successful maintenance program. A number of events can initiate repairs. These include but are not limited to the following:

1. Defects reported by the driver.
2. Response to a road call.
3. Response to a defect found during the preventive maintenance inspection.
4. Response to a defect found while providing routine servicing of the vehicle such as a major oil leak.

PTD recognizes that management of the vehicle repair activities will vary by contractor and depends to some extent upon whether the project has in-house resources or must rely on external contractors. In either circmnst..ance, repairs must be monitored a.11d recorded in a systematic way. Once it is determined that a vehicle needs repairs, the actual mechanical work must be approved, scheduled, performed, and documented. It is the PTD's position that the most effective method to authorize, record and track repair work is by using work orders. A sample work order form is included in this guidance. Use of this form or a modified version is required by all Section 5310 and 5311 projects.

When a driver reports a defect, the driver daily inspection checklist should be attached to the work order issued for the repair. After the repairs have been made, the work order and checklist or a written supetvisor defect report (this can be a brief note to the file, shocid be filed together in the individual vehicle file and entered on the Master Vehicle Record. Work orders should not be allowed to go unfilled for more than a week.

While generally a work order is not required for minor defects which do not require the use of parts or take less than 15 minutes to repair, it is nevertheless recommended that recording minor and major repairs is the standard operating procedure. Work orders should only be issued by the person with maintenance oversight responsibilities.

## WARRANTY MANAGEMENT

All Section 5311 and 5310 contractors are required to maintain warranty files and make use of warranties for maintenance and/or repairs as prescribed in the documents provided during the inspection and vehicle delivery process.

All vehicles that are purchased by the :rviDOT come with warranty information for the vehicle and various components. Generally these warranties include some combination of mileage and time. They may also exclude certain consumable items such as batteries, fluids and brake pads. Most warranty repairs should be done through local dealerships that represent the chassis manufacturer. It is the project's responsibility to become familiar with all warranties provided with each vehicle. The maintenance oversight staff person should be sure to understand who is responsible for each warranty. If the authorized warranty representative(s) can not solve the problem, the vendor that delivered the vehicle, the manufacturer's representative and then PTD staff should be contacted in the order listed.

Because a warranty represents an assurance by a manufacturer that the product will perform properly for a specified period or under specific conditions, it can be used to offset the cost of maintenance/repair. Realistically, because ofthe nature of the services that are provided by many local projects, the warranty periods sometimes offer a very brief window of opportunity for taking advantage of any of the following:

- Replacing defective parts
- Repairing the defective parts
- Possible reimbursement of cost to have defect repaired

This is why it is extremely important to report problems promptly and use all warranty options within the mileage or time periods. Contractors should keep in mind that a history of problems is necessary to any possibility of getting warranty relief, even after the original mileage or time periods have expired.

## MAINTENANCE OF ACCESSIBLE FEATURES

All Section 5310 and 5311 sub-recipients must maintain accessible equipment in accordance with the requirements of the ADA.

Provisions in the Americans with Disabilities Act (ADA) requires that all public and private entities that are providing transportation services must maintain equipment and related components in operating condition that ensure that the equipment is accessible and usable by persons with disabilities. Section 37.161 of the ADA states that it is not sufficient to provide features such as lifts, if the equipment is not maintained in working condition. There is also a requirement that repairs must be made to inoperative equipment promptly. Consequently it is the position of the MDOT that all contractors that operate accessible equipment must include regular and frequent maintenance checks of accessible features such as lifts, securement devices and communications equipment to prevent breakdowns where possible, minimize down time and ensure that they are safely operating.

## RECORD KEEPING

All 5311 and 5310 contractors are required to develop and maintain maintenance/repair records for each vehicle included in the MDOT authorized inventory. At a minimum these records must be based on the suggested forms/formats included with this guidance and must be periodically reviewed by the project staff assigned the maintenance oversight responsibilities.

Assigned PTD staff will periodically review maintenance records to determine if the goals of the maintenance plan are being accomplished and whether the contractor is complying with the minimum requirements contained in this guidance.

Because the PTD supports the position that planning, communication, supervision and record keeping are the four essential elements of successful maintenance, the following forms have been developed as core record keeping/reporting components for the successful maintenance program. These forms are based on generally accepted industry guidance. It is important to remember that these forms are intended to provide sufficient details to manage the project's maintenance program and track maintenance/repair problems. They are not intended to add to the administrative burden. Therefore, some modification of the format of the forms may be expected. Actual performance of the checks and component services must nevertheless be ensured.

The forms necessary for minimum record keeping are listed below:

1. Vehlcle Daily Preventive Maintenance Inspection Checklist
2. Annual Maintenance Checklist
3. Vehicle Master Record
4. Mileage Maintenance Schedules (4-6k; 8-12k;20-24k)
5. Work Orders
6. Lift Maint nance Checklist

A vehicle history should be kept on each vehicle. Dedicated individual vehicle history files should be kept as long as the project owns the vehicle. All of the forms listed above along with related invoices resulting from maintenance and repairs should be kept in this file. All maintenance and repair records/form must contain the VIN and current mileage for the affected vehicle.

It is also recommended that each project should develop a written abnormal fuel and oil/fluid consumption policy. This policy should be used to make maintenance and repair decisions. For example, if a vehicle uses more than four quarts of oil or two quarts of transmission oil in a specified period, there should be definite actions taken to have the vehicle inspected and serviced as appropriate.

Attachment A

# Public Transit Division

## Maintenance Program Forms

The materials contained in this attachment are intended to be used as guides for a practical preventive maintenance program. All 5311 and 5310 contractors as well as recipients of capital awards must establish, monitor and maintain a practical maintenance repair program to help insure that safe, dependable vehiCles are available.

The enclosed forms and schedules may be modified to better meet the needs of local projects. It is required that a minimum preventive maintenance program include the schedules and inspection forms provided. Failure to adequately maintain project vehicles may adversely affect request(s) for additional or replacement vehicles.

# MASTER VEHICLE RECORD

This is the most important form used in maintenance management. All work performed, repair types, usage information, cost, etc. can be recorded on this form and it becomes a convenient way of tracking the complete repair history for a given vehicle.

A folder should be kept on each vehicle to hold all records, forms, receipts, and other important papers pertaining to each vehicle. The first form in the folder should be the Master Vehicle Record.

The Master Vehicle Record is now part of the ATDS software, and thus can also be maintained on the computer.

(Insert Master Vehicle  Record Form)

MOOT No.

# Master Vehicle Record

V.I.N ________________

P.M. Inspection Interval:

Every Months

Every Miles

Project Name:

| Rpr. Order | Date | Mileage | | | | Engine | | | | Accessories | | | | | | | | Units | | | | | Suspension | | | | | | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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Codes: **I** - Inspection A - Adjustment **O** - Overhaul R - Replace T - Tune L - Lube S - Service

{Insert Vehicle Daily Preventive Maintenance Inspection Checklist)

# Vehicle Daily Preventive Maintenance Inspection Checklist

This checklist is designed to record daily inspections for a five day period on each form. This form must be completed daily by vehicle driver(s). The inspection should be done before the vehicle begins the first route. A good pre-trip inspection should include checking all fluids, safety equipment (including all flashing lights), the exterior and interior condition of the vehicle and the operation of the brakes, doors and wheelchair lift. Each inspection checklist is to be initialed and dated by the driver daily. The daily checklist must be reviewed and initialed by the dispatcher, maintenance supervisor or operation coordinator at least weekly. PROBLEMS NOTED OR ITEMS INDICATED AS NEEDING ATTENTION ARE TO BE REPORTED BY THE DRIVER EACH DAY. EACH COMPLETED CHECKLIST IS TO BE PLACED IN THE INDIVIDUAL VEHICLE FILE. The forms are to cross reference with repairs/work orders and the Master Vehicle Record.

# REPAIR ORDER

This reparr order form is the foundation on which all maintenance information is founded. The repair order is used to authorize and instrUct mechanics or vendors on all repairs or scheduled PM services. All work performed, all parts, parts cost, labor, labor cost, and vendor cost should be recorded on forms.

A repair order should be completed whenever any work is done on a vehicle.

(Insert Work Order Form)

# 4,000-6,000 MILE MAINTENANCE

PROJECT GRANTEE: _____

MDOTNumber_____

Actual Mileage._____

Vehicle Make & Year_____

V.I. N. _____

NOTE: All service listed on this page must be completed at each 4,000-6,000 mile interval. This page must be placed in vehicle file along with cop of invoice.

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x) | PARTS/MATERIALS | LABOR | TOTAL |
| Change engine oil | | | | |
| Replace engine oil filter | | | | |
| Check power steering fluid level and add as ssary. | | | | |
| ,..,ect tires for wear | | | | |
| Check fluid levels in the transmission and real axle. | | | | |
| Lube brake pedal linkage points and parking brake control lever. | | | | |
| Inspect fluid level in brake master cylinder. | | | | |
| Lube steering linkage ball joints and wheel stops. | | | | |
| Inspect all belt drives for cracks, cuts and replace as necessary. | | | | |
| Check brake and power steering hoses for deterioration and leaks. Inspect all hose connections such as clamps and couplings. | | | | |

TOTAL _____

Service Performed By:._____ _____
Date

Reviewed By:._____ _____
Date

# Work Order

Order# _____

Agency _____ MC!ke

Address _____ Model _____

Phone _____ VIN _____

Contact Person Mileage _____

Date/Time Wanted MOOT# _____

DescriQtion of Problem:

_____

_____

_____

_____

_____

_____

_____

_____

Preventive Maintenance/Repair Instructions:

**Lubricate**

Change Oil

Check Brakes

Change/Add Antifreeze

Check Ruids

Check Hoses & Belts

Check Tires

CheckAC

Other:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Estimated Cost

I hereby authorize the above requested work to be done, along with the necessary materials, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.

Work authorized by:

Name: _____

Title: _____

# 8,000-12,000 MILE MAINTENANCE

PROJECT GRANTEE: _____

MDOTNumber_____

NOTE: All service listed on this page must be completed at each 4,000-6,000 mile interval. This page must be placed in vehicle file along with copy of invoice.

Actual Mileage._____

Vehicle Make & Year_____

V.I. N. — — — — — — — — — — — —

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x) | PARTS/MATERIALS | LABOR | TOTAL |
| Clean carburetor air filter. | | | | |
| Check exhaust system for leaks, missing or damaged parts. | | | | |
| Check headlight aim. | | | | |
| Check cooling system for leaks, radiator cap x proper vacuum sealing and operation & antifreeze concentration. | | | | |
| Check belts and operation of control for air conditioning unit | | | | |
| Inspect seals on suspension ball joints, steering linkage pivots and U-joints. | | | | |
| Lubricate body mechanisms: hood, door hinges, window latches. | | | | |
| Apply solvent carburetor choke shaft. | | | | |
| Apply solvent to fast idle cam & pivot pin. | | | | |
| Change oil | | | | |
| Additional Maintenance: | | | | |

TOTAL _____

ServicePerrormedBy:._____ — — — — — — — — _____
Date

Reviewed By:_____ _____
Date

# 20,000-24,000 MILE MAINTENANCE

ROJECT GRANTEE: _____

MDOT Number_____

Actual Mileage._____

Vehicle Make & Year_____

V.I.N. — — — — — — — — — — — —

NOTE: All service listed on this page must be completed it each 20,000-24,000 mile interval. This page must be placed in vehicle file along with copy of invoice.

Please sign below.

| | | COST | | |
|---|---|---|---|---|
| MAINTENANCE | CHECK (x} | PARTS/MATERIALS | LABOR | TOTAL |
| Drain and refill real axle fiuid. | | | | |
| Replace carburetor air filter. | | | | |
| Re-lubricate front suspension ball joints. | | | | |
| Front end alignment / inspect brakes. | | | | |
| Inspect rear wheel bearings. Clean and repack as necessary & whenever brake linings are replaced or brake drums resurfaced. | | | | |
| Replace spark plugs. | | | | |
| Replace fuel filter. | | | | |
| Change fluid and filter for automatic transmission. | | | | |
| Check cooling system for leaks, radiator cap for proper vacuum sealing and operation & antifreeze concentration. | | | | |
| Additional Maintenance: | | | | |

TOTAL_____

Service Performed By:._____ _____

Date

Previewed By:._____ _____

# SIX-MONTH PREVENTIVE MAINTENANCE INSPECTION WORKSHEET

The Semi-annual PM Checklist must be completed by a qualified maintenance person, such as mechanic or maintenance supervisor. This checklist must be reviewed and initialed by the person with maintenance oversight responsibilities and filed in the individual file for each vehicle.

# MDOT SIX MONTH PREVENTIVE MAINTENANCE INSPECTION WORK SHEET

PROJECf :_____

VEH.lCLE MAKE & YEAR_____

_____OK

Nn)OT#_____

_____ADJUSTMENT MADE

V.i.N._____

_____NEEDSA ON

EAGE_____

SPECIAL INSTRUCTION
FOR REP NEEDS_____

_____

COMMENTS

PREPARE FOR INSPECTION
CHECK DRIVERS REPORT
---REVIEW MAINTENANCE HISTORY
_____WASH VEHICLE

COMMENTS

START UP AND DRIVE (Check operation condition of : )
_____.Starting System
---:Paricing Brake
Service Brake
_____Transmission
------'Hom
_____Speedometer

COMMENTS

REMAIN IN VEHICLE (Check Operation Condition of: )
_____.Fuel Gauge
_____Oil Gauge
---:Battery Charging Gauge
_____Windshield Washer & WiJ:ers
_____.Steering Whed
_____,Headlights, Hi Indicator
_____Tum Signal Indicators
Seats
_____:4-Way Flasher, Indicators
_____Interior Lights
_____Instrument Panel Lights
Heater & Defroster
-------'Air Conditioner
-----:All Wmdow Glass
-----:Doors
Safety Equipment

COMMENTS

OUTSIDE INSPECTION (Check Condition of )
-----'Hood
-----'Bumpers, Body Damage
-----'All Lights including 4-way flasher
-----'Fuel Cap
Clean A/C Condenser
-----:Outside mirrors
_____Wheels & Rirns, Tiglten Lugs
_____Tires, Check Wear, Cracks
and Pressure

COMMENTS

UNDER HOOD (Check Operation Condition of )
_____.AJC Compressor, Mounting
& Belt Tension
_____Steering Gear & Shaft (lube)
_____.Power Steering Hoses & Fluid level
_____Water pump & Fan Belt
_____C/Case Breather (clean/Changer
----:Air Filter, ch ge
_____Exhaust System, Tighten
Engine Oil and Filter Change
-----:Fuel Leaks (Correct)
_____,Radiator, Check Level
_____,Radiator (clean Front)
------'Alternator, Belt Tension
Terminal, Check
------'Battery, Check Water level
_____,Baltery, Clean Clbles
_____,Master Cylinder Fluid Level
_____Hoses, Check: & Adjust

COMMENTS

UNDER CHASSIS
- ____,Engine & Trans. Mounting Bolts
(check & adjust)
_____,Body Mounting Bolts
(check & adjust)
_____Transmission, Check Gear
Fluid Level
_____Transmission, Check Cover,
(Well & Seal Areas for Leaks)
_____,Exhaust Muffler, Tail Pipe
Hangers
_____,Differential, Check: Gear Oil
Level & Clear Breather
_____JBrakes (Adjust, if needed)
_____Springs, Bolts
(check for Cracks, rust and Tighten)

_____ _____

INSPECfORIMECHANlC SIGNATURE DATE

ATTACHMENT C

# PUBLIC TRANSIT DIVISION

## PREVENTIVE MAINTENANCE PROGRAM TIPS!

A PREVENTIVE MAINTENANCE PROGRAM IS CRITICAL FOR THE LONG-TERM LIFE OFA VEHICLE.

VEHICLE BODIES AND INTERIORS SHOULD BE MAINTAINED IN A MANNER THAT PROMOTES THE IMAGE OF TRANSIT AS AN ATTRACTIVE, COMPORTABLE, SAFE AND EFFICIENT MEANS OF TRANSPORTATION.

TO PROVIDE ATTRACTIVE, CLEAN AND RELIABLE SERVICE, VEHICLES SHOULD BE SERVICED AND CLEANED ON A DAILY BASIS.

TO MINIMIZE BREAKDOWNS AND EXPENSIVE REPAIRS, THERE ARE SEVERAL METIIODS THAT WILL ALERT YOU THAT A PARTICULAR COMPONENT MAY NEED CHANGING OUT.

1. VEIDCLE INSPECTION-TIIOROUGH MAJOR AND MINOR INSPECTIONS WILL IDENTIFY COMPONENTS THAT ARE WEARING OUT AND NEED TO BE REPLACED.

2. DAILY SERVICING RECORD-REVIEW RECORDS ON A DAILY BASIS TO SCHEDULE VEHICLES FOR REPAIR THAT ARE USING EXCESSIVE OILS, FUEL OR COOLANT.

3. DRIVER DEFECT CARD-VEHICLES FREQUENTLY WRITTEN UP FOR SOME DEFECT (EXAMPLES: SOFT BRAKES, NO POWER, CLUTCH SLIPS) MAY HAVE A MAJOR COMPONENT THAT IS NEAR THE END OF ITS USEFUL LIFE AND REQUIRES CHANGE OUT.

4. VEIDCLE IDSTORY Fll..E-BY PERIODIC REVIEW OF VEHICLE HISTORY FILE, TIIE SUPERVISOR WILL BE AWARE OF VEHICLES WITH HIGH MILEAGE COMPONENTS AND TAKE STEPS TO ENSURE GOOD VEHICLE PERFORMANCE.

MDOT Lift Preventive Maintenance CheckSheet 2011

Vehicle_____VIN_____ Date_____

Inspector:_____,.----

Before each scheduled day of lift service, operate lift minimum one complete cycle and inspect each of the following:

D Does the lift interlock (if equipped) function as intended?
D Does the lift cargo door light (if equipped) function as intended?
D Does the lift deploy when the lift interlock is activated as intended?
D Does the lift safely clear the cargo door as the lift is deployed and stowed?
D Does the lift operate smoothly (no jerking or abnormal movement)?
D Does the lift operate at normal speed?
D Is the lift power source adequate?
D Does the roll stop(s) operate properly?
D Do the handrails operate properly?
D Is the platform angle normal?
D Is lift operation quiet (no rattles, abnormal sounds, etc.)?
D Has the hand-held switch box cable been damaged?
D Do the lift control switches function properly?
D Do the lift cargo door securement devices function as intended?
D Is the manual back-up pump handle in place?
D Is the hand pump valve closed securely (tight)?
D Are the lift-posted and door-posted decals worn, missing or illegible?
D Can you visually detect any lift wear, damage, misalignment, hydraulic leaks, loose bolts, broken welds or any abnormal conditions?
D Clean lift surfaces where wheelchairs travel.

## Weekly Inspection:

D Clean and lubricate key locations based on lift usage frequency and climate conditions (outlined by your transit agency). Lubrication procedures should be performed by transit agency maintenance personnel.

# APPENDIXP

Performance Measures/Indicators

# PERFORMANCE MEASURES

Performance measures are frequently used to quantify and review the efficiency and effectiveness of a transit project's activities. Performance indicators can provide insight on current operations, as well as on the operator's performance over a period of time. Through the review of performance indicators, a reviewer also can gain a better understanding of the performance and interrelationship of the major functions of a transit project. The following are the basic measures MDOT has developed to assess transit performance.

## MEASURES

A. Efficiency Measures- Measures which tell how well a rural transit system utilizes labor and capital resources.

B. Effectiveness Measures – Measures which tell how well a rural transit system is meeting its goals and objectives.

C. Performance – is a general term used for evaluating the activities of a system; it includes measures such as productivity, efficiency, effectiveness, impact and quality.

**Productivity**

**Efficiency**

1. Operating cost per Passenger Trip (one-way)- monthly operating expense divided by the number of one-way passenger trips.

2. Operating Cost per Vehicle Mile- monthly operating expense divided by the total distance traveled by all system vehicles.

3. Operating Cost per Vehicle Hour- monthly operating expense divided by the sum (for all system vehicles) of the number of hours each vehicle is operated.

**Productivity**

**Efficiency**

**Quality**

4. Operating Ratio- monthly operating expense divided by fares and contract revenue combined.

5. Fuel Economy Range – the range between the minimum number of miles per gallon and the maximum number of miles per gallon.

6. Fuel Economy Average – The average number of miles per gallon realized by the system.

**Productivity**

**Vehicle Utilization**

**Effectiveness, Impact**

7. Passenger per Vehicle Mile – The number of passenger trips divided by the number of vehicle miles provided by all system vehicles.

8. Passenger per Vehicle Hour – The number of passenger trips divided by the sum of the hours each vehicle is operated.

9. Passenger Characteristics-The number of individuals in each group type utilizing the system: General Public, Elderly and Disabled.

10. Trip Characteristics/Trip types – The number of passengers in each trip type utilizing the service: Medical; Social Services; Mental Health; Education/ Training; Shopping Personal; Employment; Nutrition, and others.

11. Revenue Sources – The total revenue generated by the system: Fare box, Contract.

**Efficiency**

**Effectiveness**

**Impact**

12. Recovery Cost – total monthly fares and contract revenue divided by total operating cost for the month. Indicate the percentage of costs which are recovered.