

**Transportation Authority of Calhoun County  
Meeting Agenda  
November 25, 2025  
Marshall City Hall – Council Chambers  
323 West Michigan Avenue  
Marshall, Michigan 49068**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments on Agenda Items
- V. Consent Agenda
  - a. October 28, 2025 Minutes
  - b. Finance and Budget Report
  - c. AP approval through November 21, 2025
- VI. Presentations to the Board
  - a. Community Event Recap and Discussion
- VII. Public Hearings and Subsequent Board Action
  - a. Resolution 24-2025 setting a public hearing for January 27, 2026
- VIII. Unfinished Business
  - a. LDDA Financing Plan
- IX. New Business
  - a. Resolution 25-2025 – Purchasing Policy
  - b. Resolution 26-2025 – Conflict of Interest Policy
  - c. Resolution 27-2025 – ACH/EFT Policy
  - d. Resolution 28-2025 – Drug and Alcohol Testing Policy
  - e. Resolution 29-2025 – ADA Complementary Paratransit Policy
  - f. Resolution 30-2025 – Bright Light Real Estate LLC Lease Agreement
  - g. Resolution 31-2025 – Holiday Season National Enforcement Mobilization Campaign
- X. Public Comments on Non-Agenda Items
- XI. Board and Executive Director Comments
  - a. Communications to the Board
  - b. Legislative Updates
  - c. BCATS Updates – Jeff Franklin
  - d. Consultant Updates – Peter Varga/Clark Harder
- XII. Dates of Next Meetings
  - a. Committee Meeting/Workshop – December 9, 2025
  - b. Board Meeting – December 23, 2025
- XIII. Closed Session – Pursuant to Section 8(1)(h) of the Open Meetings Act to consider an attorney’s written legal opinion regarding the Executive Director’s proposed employment contract that is exempt from public disclosure under state and federal law.
- XIV. Adjournment

**Transportation Authority of Calhoun County**  
**Meeting Minutes**  
**October 28, 2025**  
**Marshall City Hall – Council Chambers**  
**323 West Michigan Avenue, Marshall, MI 49068**

**I. Call to Order**

The meeting was called to order by Chairperson Erick Stewart at 9:01 a.m.

**II. Roll Call**

Members present: Tom Tarkiewicz, Amy Evans, Maya Williams, Vivian Davis, Erick Stewart.

Members absent: Dr. Paul Watson (in at 9:08), Jenasia Morris.

**III. Approval of Agenda**

It was motioned by Tom and supported by Maya to move Approval of Minutes to the Consent Agenda.

Motion carried.

It was motioned by Tom and supported by Vivian to approve the agenda.

Motion carried.

**IV. Approval of Minutes**

Moved to Consent Agenda.

**V. Public Comments on Agenda Items**

Eric Scott, President of ATU Local 1251, asked if LDDA area was in Ride Calhoun's service area and it is. Eric voiced his concern about taxpayers' money not being used for transit.

**VI. Consent Agenda**

It was moved by Amy and supported by Vivian to approve the Consent Agenda as presented with the addition of the Approval of Minutes.

a) Finance and Budget Report

b) AP approval through 10/24

c) Revised/Corrected Resolution 07-2025

Motion carried.

**VII. Public Hearings and Subsequent Board Action**

None.

**VIII. Unfinished Business**

a) Mallory Avis, TACC Executive Director, spoke on local TIF Districts and the LDDA revitalization plan that proposed the capture of 100% of TACC's tax revenue for the length of the project while allowing pass through and/or less than 100% capture to all other authorities. That proposal was recently pulled from the Battle Creek Commission Agenda and alternative options have been explored. Discussion followed on the equity of the plan and value added for all modes of transportation.

**IX. New Business**

a) It was moved by Dr. Watson and supported by Maya to approve Resolution 19-2025, Banking Resolution to add Mallory Avis and Kristy Grestini as Authority Signatories. Motion carried.

b) It was moved by Dr. Watson and supported by Tom to approve Resolution 20-2025, authorization to participate in Michigan CLASS Investments Pool.

Motion carried.

c) It was moved by Dr. Watson and supported by Maya to approve Resolution 21-2025, adoption of General Liability Insurance Policy. Motion carried.

- d) It was moved by Dr. Watson and supported by Maya to approve Resolution 22-2025, appointment of Rehmann as the Authority's independent auditor.  
Motion carried.
- e) It was moved by Vivian and supported by Tom to approve Resolution 23-2025, purchase of sponsorship table at Armed Forces Appreciation Luncheon.  
Motion carried.

**X. Public Comments on Non-Agenda Items**

- Eric Scott, President of ATU Local 1251, congratulated the Board and Executive Director for the progress made and asked a few questions. Eric inquired about who replies to communication on the Authorities website as well as why the careers link takes him to the City of Battle Creek's website to apply. His third question was why the current job openings were simultaneously posted internally as well as externally. Mallory Avis gave Eric a specific time and date in which she answered his website communication. She went on to explain the city of Battle Creek controls the job postings and process through a support agreement with TACC.
- Jeff Franklin, BCATS Executive Director, attended a public engagement event and gave positive feedback on several things the TACC is doing.

**XI. Board and Executive Director Comments**

- a) Mallory Avis mentioned a FOIA request shortly after the Battle Creek community engagement event is now closed. Vivian Davis showed appreciation for the Albion community engagement event.
- b) Mallory Avis explained the State Budget was much more favorable to transit than anticipated.
- c) Jeff Franklin updated the Board on BCATS projects and next year's budget estimate.
- d) Peter Varga gave positive feedback to the Board on progress and mentioned a challenging year ahead. He is willing to participate in next month's workshop but advised changing the date of November 11<sup>th</sup> due to Veterans Day. The Board decided to move the next Work Session to coincide with the next Board Meeting.

**XII. Next Meetings**

- a) Work Session – November 25, 2025 (before monthly Board Meeting)
- b) Board Meeting – November 25, 2025

**XIII. Adjournment**

Meeting adjourned at 10:16 a.m.  
Respectfully Submitted,

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Vivian Davis, Secretary

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Erick Stewart, Chair

## Transportation Authority of Calhoun County Statement of Net Position

As of October 31, 2025

	Month Ending 10/31/2025	Month Ending 09/30/2025
<b>Assets</b>		
Current Assets	4,531,145.21	4,818,183.80
<b>Total Assets</b>	<b>\$ 4,531,145.21</b>	<b>\$ 4,818,183.80</b>
<b>Liabilities and Net Position</b>		
Liabilities		
Current Liabilities	68,596.30	65,277.58
Total Liabilities	68,596.30	65,277.58
Net Position		
Unrestricted Net Position	4,752,906.22	4,934,053.03
Change in Net Position	(290,357.31)	(181,146.81)
Total Net Position	4,462,548.91	4,752,906.22
<b>Total Liabilities and Net Position</b>	<b>\$ 4,531,145.21</b>	<b>\$ 4,818,183.80</b>

**Transportation Authority of Calhoun County**  
**Statement of Revenues, Expenses, and changes in Net Position**  
As of October 31, 2025

	Current Month 10/31/2025	Current FYTD 10/31/2025	Prior Month 09/30/2025	Prior FYTD 09/30/2025
<b>Revenue</b>				
Revenue - Other				
4080001 - Property Tax Revenue - Calhoun County	(410.32)	(410.32)	(105.30)	421,313.98
4080002 - Property Tax Revenue - City of Albion	0.00	0.00	0.00	246,435.16
4080003 - Property Tax Revenue - City of Battle Creek	157.72	157.72	5,321.97	3,230,945.29
4080004 - Property Tax Revenue - City of Marshall	0.00	0.00	12.76	633,914.25
4080005 - Property Tax Revenue - City of Springfield	92.02	92.02	0.00	234,388.12
Total Revenue - Other	<u>(160.58)</u>	<u>(160.58)</u>	<u>5,229.43</u>	<u>4,766,996.80</u>
Total Revenue	<u>(160.58)</u>	<u>(160.58)</u>	<u>5,229.43</u>	<u>4,766,996.80</u>
<b>Operating Expenses</b>				
General and Administrative Expenses				
Due and Subscriptions				
5090300 - Dues & Subscriptions	18,358.55	18,358.55	0.00	924.00
Total Due and Subscriptions	<u>18,358.55</u>	<u>18,358.55</u>	<u>0.00</u>	<u>924.00</u>
Travel, Meals and Entertainment				
Travel Expenses				
5090202 - Travel & Meetings and Trainings - Training	0.00	0.00	0.00	2,278.28
Total Travel Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,278.28</u>
Total Travel, Meals and Entertainment	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,278.28</u>
Total General and Administrative Expenses	<u>18,358.55</u>	<u>18,358.55</u>	<u>0.00</u>	<u>3,202.28</u>
Marketing and Advertising Expenses				
Advertising and Promotion				
5030200 - Advertising Fees	0.00	0.00	0.00	50.00
Total Advertising and Promotion	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50.00</u>
Total Marketing and Advertising Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50.00</u>
Utilities and Facilities				
Rent				
5120003 - Operating Leases and Rental - Other	0.00	0.00	0.00	275.00
Total Rent	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>275.00</u>
Total Utilities and Facilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>275.00</u>
Operating and Maintenance Expenses				
Miscellaneous Expense				
5099900 - Other Misc. Expense	0.00	0.00	764.71	764.71
Total Miscellaneous Expense	<u>0.00</u>	<u>0.00</u>	<u>764.71</u>	<u>764.71</u>
Professional Services				
5039901 - Accounting Services	22,397.00	22,397.00	56,928.00	71,449.00
5039902 - Legal Services	8,730.00	8,730.00	29,243.25	132,132.65
5039904 - All Other Professional and Technical Services	63,388.25	63,388.25	116,557.82	176,372.04
Total Professional Services	<u>94,515.25</u>	<u>94,515.25</u>	<u>202,729.07</u>	<u>379,953.69</u>
Total Operating and Maintenance Expenses	<u>94,515.25</u>	<u>94,515.25</u>	<u>203,493.78</u>	<u>380,718.40</u>

**Transportation Authority of Calhoun County**  
**Statement of Revenues, Expenses, and changes in Net Position**  
As of October 31, 2025

	Current Month 10/31/2025	Current FYTD 10/31/2025	Prior Month 09/30/2025	Prior FYTD 09/30/2025
Taxes and Insurance				
Insurance				
5060301 - Liability Insurance	192,125.00	192,125.00	0.00	1,726.75
Total Insurance	<u>192,125.00</u>	<u>192,125.00</u>	<u>0.00</u>	<u>1,726.75</u>
Total Taxes and Insurance	<u>192,125.00</u>	<u>192,125.00</u>	<u>0.00</u>	<u>1,726.75</u>
Total Operating Expenses	<u>304,998.80</u>	<u>304,998.80</u>	<u>203,493.78</u>	<u>385,972.43</u>
<b>Other Revenue (Expense)</b>				
Other Revenue				
Interest Revenue				
4140000 - Interest	16,007.24	16,007.24	17,117.54	132,604.61
Total Interest Revenue	<u>16,007.24</u>	<u>16,007.24</u>	<u>17,117.54</u>	<u>132,604.61</u>
Total Other Revenue	<u>16,007.24</u>	<u>16,007.24</u>	<u>17,117.54</u>	<u>132,604.61</u>
Other Expense				
Other Expenses				
5500900 - Ineligible Percent of Association Dues	(1,205.17)	(1,205.17)	0.00	0.00
Total Other Expenses	<u>(1,205.17)</u>	<u>(1,205.17)</u>	<u>0.00</u>	<u>0.00</u>
Total Other Expense	<u>(1,205.17)</u>	<u>(1,205.17)</u>	<u>0.00</u>	<u>0.00</u>
Total Other Revenue (Expense)	<u>14,802.07</u>	<u>14,802.07</u>	<u>17,117.54</u>	<u>132,604.61</u>
<b>Change in Net Position</b>	<u>\$ (290,357.31)</u>	<u>\$ (290,357.31)</u>	<u>\$ (181,146.81)</u>	<u>\$ 4,513,628.98</u>

**Transportation Authority of Calhoun County  
Board AP Bill Approval Report**

<b>Vendor Name</b>	<b>Bill Number</b>	<b>Description</b>	<b>Bill Date</b>	<b>GL Date</b>	<b>Amount</b>
Battle Creek Area Transportation Study	2026-01	FY26 - TACC local share contribution	10/27/2025	10/27/2025	10,543.00
Bright Light Real Estate, LLC	DEP 12-2025	Deposit - 25% of Annual Rental Agreement	11/20/2025	11/20/2025	12,500.00
Calhoun County Treasurer	TC 557-25	JBOR Veterans Exemption P#0630-00-053-0 SEQ 208-25	10/13/2025	10/13/2025	146.27
Calhoun County Treasurer	TC 551-25	JBOR VETERANS EXEMPTION P# 6180-10-806-0 SEQ 207-25	10/13/2025	10/13/2025	97.32
Calhoun County Treasurer	TC 570-25	MTT TV DECREASE FOR 2024 P# 51-008-615-00 SEQ 212-25	10/27/2025	10/27/2025	62.12
Calhoun County Treasurer	TC 564-25	MTT TV DECREASE FOR 2024 P# 51-002-065-00 SEQ 211-25	10/27/2025	10/27/2025	63.56
Calhoun County Treasurer	TC 582-25	ASSESSOR TV DECREASE FOR 2024 P# 51-014-192-00 SEQ 214-25	10/28/2025	10/28/2025	41.05
Maner Costerisan & Ellis, PC	75341	Accounting Services - October 2025	11/13/2025	11/13/2025	24,301.00
Miller Johnson	2035303	General Labor Matters (LMS) October 2025	11/17/2025	11/17/2025	237.50
Miller Johnson	2035304	General Corporate Matters (ROC) October 2025	11/17/2025	11/17/2025	3,371.25
<b>Sum Total</b>					<b>51,363.07</b>

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 24-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County (TACC) became an official Federal Transit Administration (FTA) grantee on October 1, 2025 and is required to comply with all FTA rules and regulations; and

**Whereas**, the Federal Transit Administration requires that all grantees develop and adopt a procedure to follow for public comment when considering fare increases or major service reductions; and

**Whereas**, the Transportation Authority of Calhoun County is seeking public comment, feedback and public participation in establishing a cohesive and equitable fare structure; and

**Whereas**, the TACC Board of Directors recognizes that the transition to a unified public transit system may impact historical fare structures established by previous transportation agencies;

**Now, Therefore**, be it resolved by the Transportation Authority of Calhoun County formally sets a public hearing for **Tuesday, January 27, 2026**, at **9:00am** in the Chambers of the Marshall City Hall located at **323 West Michigan Ave, Marshall Michigan 49068**, to provide the public with an opportunity to express their views and ask questions about the proposed fare changes;

Be it **further resolved**; the Transportation Authority of Calhoun County will publish a public notice in the Battle Creek Shopper, Marshall Ad-Visor, and Albion Chronicle not less than 30 days before the public hearing and will consider public comment provided in writing prior to the start of the public hearing.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



November 25, 2025

Battle Creek City Commission  
10 North Division  
Battle Creek, Michigan 49014

Re: Revised LDDA TIF Plan

Dear Members of the City of Battle City Commission:

The Transportation Authority of Calhoun County (TACC) thanks you for the opportunity to engage throughout the development of the Lakeview Downtown Development Authority (LDDA) Tax Increment Financing Plan. We appreciate the City's willingness to revisit the original proposal and respond thoughtfully to the concerns raised by our organization and others.

The revised financing plan now reflects a significantly more equitable distribution of millage capture, more clearly aligning with the intent of the voters who approved the transit millage and respectful of the critical role public transportation plays in Battle Creek's economic and community development. The updated structure provides TACC with a predictable and sustainable funding path, while still contributing meaningfully to the long-term improvements planned for the Lakeview District.

Public transportation is an essential element of connectivity, mobility, workforce access, and overall development success. Ensuring transit is integrated from the start of this process will strengthen the LDDA's ability to deliver on its goal of reduced car dependence, enhanced walkability, and a more inclusive district that works for all users.

269.966.3474

339 W. Michigan Ave.  
Battle Creek, MI 49037

RideCalhoun.org





Given this clear intersection between LDDA priorities and transit services, TACC respectfully requests formal representation on the LDDA Board. A seat at the table allows us to be a consistent and constructive partner, offer technical expertise related to mobility and transportation planning, and helps ensure strong alignment between LDDA investments and the mobility needs of residents, businesses, and visitors.

Given the proposed revisions and requested representation, I would like to express the TACC's support for the updated Lakeview Downtown Development Authority's Tax Increment Financing Plan. We look forward to working collaboratively with the City, the LDDA, and our community partners to help deliver a more accessible, connected, and vibrant Lakeview District.

Sincerely,

Mallory Avis, Executive Director  
Transportation Authority of Calhoun County

Impact on Participaing Jurisdctions, 2025/2026 - 2039/2040

Fiscal Year	Real and Personal Propety Value	Base Year Value	Total Captured Value	City of Battle Creek Capture	City of Battle Creek Retained Capture	Calhoun County Capture	Calhoun County Retained Capture	KCC Capture	KCC Retained Capture	TACC Capture	TACC Retained Capture	Total Desired Capture Retained	Total Capture Retained	
Millages Rates				15.196		6.8967		3.6109		2.66				
Percentage of Total Capture				53.58		24.32		12.73		9.38				
2026	\$115,288,819	\$8,693,117	\$106,595,702	\$1,619,828	\$129,873	\$735,159	\$56,278	\$384,906	\$30,304	\$283,545	\$283,545	\$500,000	\$500,000	
2027	\$117,594,595	\$8,693,117	\$108,901,478	\$1,654,867	\$321,454	\$751,061	\$145,892	\$393,232	\$76,385	\$289,678	\$56,269	\$600,000	\$600,000	
2028	\$119,946,487	\$8,693,117	\$111,253,370	\$1,690,606	\$428,606	\$767,281	\$194,523	\$401,725	\$101,846	\$295,934	\$75,026	\$800,000	\$800,000	
2029	\$122,345,417	\$8,693,117	\$113,652,300	\$1,727,060	\$535,757	\$783,826	\$243,153	\$410,387	\$127,308	\$302,315	\$93,782	\$1,000,000	\$1,000,000	
2030	\$124,792,325	\$8,693,117	\$116,099,208	\$1,764,244	\$589,333	\$800,701	\$267,469	\$419,223	\$140,038	\$308,824	\$103,160	\$1,100,000	\$1,100,000	
2031	\$127,288,172	\$8,693,117	\$118,595,055	\$1,802,170	\$630,760	\$817,915	\$286,270	\$428,235	\$149,882	\$315,463	\$110,412	35%	\$1,177,324	
2032	\$129,833,935	\$8,693,117	\$121,140,818	\$1,840,856	\$644,300	\$835,472	\$292,415	\$437,427	\$153,100	\$322,235	\$112,782	35%	\$1,202,596	
2033	\$132,430,614	\$8,693,117	\$123,737,497	\$1,880,315	\$658,110	\$853,380	\$298,683	\$446,804	\$156,381	\$329,142	\$115,200	35%	\$1,228,374	
2034	\$135,079,226	\$8,693,117	\$126,386,109	\$1,920,563	\$672,197	\$871,647	\$305,076	\$456,368	\$159,729	\$336,187	\$117,665	35%	\$1,254,668	
2035	\$137,780,811	\$8,693,117	\$129,087,694	\$1,961,617	\$686,566	\$890,279	\$311,598	\$466,123	\$163,143	\$343,373	\$120,181	35%	\$1,281,487	
2036	\$140,536,427	\$8,693,117	\$131,843,310	\$2,003,491	\$701,222	\$909,284	\$318,249	\$476,073	\$166,626	\$350,703	\$122,746	35%	\$1,308,843	
2037	\$143,347,156	\$8,693,117	\$134,654,039	\$2,046,203	\$716,171	\$928,669	\$325,034	\$486,222	\$170,178	\$358,180	\$125,363	35%	\$1,336,746	
2038	\$146,214,099	\$8,693,117	\$137,520,982	\$2,089,769	\$731,419	\$948,441	\$331,954	\$496,575	\$173,801	\$365,806	\$128,032	35%	\$1,365,207	
2039	\$149,138,381	\$8,693,117	\$140,445,264	\$2,134,206	\$746,972	\$968,609	\$339,013	\$507,134	\$177,497	\$373,584	\$130,755	35%	\$1,394,237	
2040	\$152,121,148	\$8,693,117	\$143,428,031	\$2,179,532	\$762,836	\$989,180	\$346,213	\$517,904	\$181,266	\$381,519	\$133,531	35%	\$1,423,847	
2041	\$155,163,571	\$8,693,117	\$146,470,454	\$2,225,765	\$779,018	\$1,010,163	\$353,557	\$528,890	\$185,112	\$389,611	\$136,364	35%	\$1,454,050	
2042	\$158,266,843	\$8,693,117	\$149,573,726	\$2,272,922	\$795,523	\$1,031,565	\$361,048	\$540,096	\$189,034	\$397,866	\$139,253	35%	\$1,484,857	
2043	\$161,432,180	\$8,693,117	\$152,739,063	\$2,321,023	\$812,358	\$1,053,395	\$368,688	\$551,525	\$193,034	\$406,286	\$142,200	35%	\$1,516,280	
2044	\$164,660,823	\$8,693,117	\$155,967,706	\$2,370,085	\$829,530	\$1,075,662	\$376,482	\$563,184	\$197,114	\$414,874	\$145,206	35%	\$1,548,332	
2045	\$167,954,040	\$8,693,117	\$159,260,923	\$2,420,129	\$847,045	\$1,098,375	\$384,431	\$575,075	\$201,276	\$423,634	\$148,272	35%	\$1,581,025	
2046	\$171,313,120	\$8,693,117	\$162,620,003	\$2,471,174	\$864,911	\$1,121,541	\$392,539	\$587,205	\$205,522	\$432,569	\$151,399	35%	\$1,614,371	
2047	\$174,739,383	\$8,693,117	\$166,046,266	\$2,523,239	\$883,134	\$1,145,171	\$400,810	\$599,576	\$209,852	\$441,683	\$154,589	35%	\$1,648,384	
2048	\$178,234,170	\$8,693,117	\$169,541,053	\$2,576,346	\$901,721	\$1,169,274	\$409,246	\$612,196	\$214,269	\$450,979	\$157,843	35%	\$1,683,078	
2049	\$181,798,854	\$8,693,117	\$173,105,737	\$2,630,515	\$920,680	\$1,193,858	\$417,850	\$625,068	\$218,774	\$460,461	\$161,161	35%	\$1,718,466	
2050	\$185,434,831	\$8,693,117	\$176,741,714	\$2,685,767	\$940,018	\$1,218,935	\$426,627	\$638,197	\$223,369	\$470,133	\$164,547	35%	\$1,754,561	
2051	\$189,143,528	\$8,693,117	\$180,450,411	\$2,742,124	\$959,744	\$1,244,512	\$435,579	\$651,588	\$228,056	\$479,998	\$167,999	35%	\$1,791,378	
2052	\$192,926,398	\$8,693,117	\$184,233,281	\$2,799,609	\$979,863	\$1,270,602	\$444,711	\$665,248	\$232,837	\$490,061	\$171,521	35%	\$1,828,932	
2053	\$196,784,926	\$8,693,117	\$188,091,809	\$2,858,243	\$1,000,385	\$1,297,213	\$454,024	\$679,181	\$237,713	\$500,324	\$175,113	35%	\$1,867,236	
2054	\$200,720,625	\$8,693,117	\$192,027,508	\$2,918,050	\$1,021,318	\$1,324,356	\$463,525	\$693,392	\$242,687	\$510,793	\$178,778	35%	\$1,906,307	
2055	\$204,735,037	\$8,693,117	\$196,041,920	\$2,979,053	\$1,042,669	\$1,352,042	\$473,215	\$707,888	\$247,761	\$521,472	\$182,515	35%	\$1,946,159	
				<b>\$67,109,372</b>	<b>\$22,533,491</b>	<b>\$30,457,568</b>	<b>\$10,224,154</b>	<b>\$15,946,646</b>	<b>\$5,353,891</b>	<b>\$11,747,231</b>	<b>\$4,205,210</b>		<b>\$42,316,745</b>	
													<b>DRAFT PLAN</b>	<b>\$46,364,497</b>

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 25-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County (TACC) recognizes the Federal Transit Administration’s requirement to adopt a written procurement policy that complies with federal, state, and local procurement guidelines to be eligible for federal reimbursement of expenses; and

**Whereas**, the Purchasing Policy has been created to ensure consistency with applicable federal, state, and local laws and regulations;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County formally adopts version 1.0 of the Purchasing Policy and associated Purchasing Procedures.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# TRANSPORTATION AUTHORITY OF CALHOUN COUNTY PURCHASING POLICY

## INTRODUCTION

A purchasing system is hereby adopted to establish efficient procedures for the purchase of supplies, services, and equipment for the Transportation Authority of Calhoun County (TACC). The purpose of the system is to provide supplies, services, and equipment at the lowest possible cost commensurate with quality needed, to exercise fiscal and budgetary control over purchases, to clearly define authority of the purchasing function and to assure the quality of purchases.

TACC will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a contract. Consideration will be given to such attributes as trustworthiness, quality, fitness, capacity and experience to perform the contract. This may include, but is not limited to investigation of contractor integrity, compliance with public policy as implemented by applicable laws and regulations, record of past performance, safety records and financial and technical resources.

Acquisitions shall be conducted in accordance with all applicable federal and state laws and regulations, and the policies of the TACC Board of Directors.

As appropriate, TACC shall comply with applicable state and federal requirements when using grant funds (predominantly federal and state funds) for a purchase.

## DEFINITIONS

Acquisition - The acquiring by contract of goods (including but not limited to supplies, equipment and material) and services (including, but not limited to, construction, public works, communication and planning projects) by and for the use of TACC.

Award (Contract Award) – The action by the Board of Directors or the Executive Director (ED), or their delegee, authorizing the Contracting Officer to enter into and execute a contract on behalf of Metro.

Contract - A mutually binding written legal agreement obligating the seller to furnish the goods or services and the buyer to pay for them. It includes all types of legally permissible commitments that obligate TACC to an expenditure of Board approved funds.

Emergencies. The procedures required by this Policy may be suspended in the event of an emergency. An emergency shall be deemed to exist if:

1. There is a great public calamity, such as an extraordinary fire, flood, storm, earthquake, epidemic, or other disaster;
2. There is an immediate need to prepare for national or local defense; or

3. There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or services to protect the public health, welfare or safety, and the MBTA Board of Directors, by majority vote determines that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.

The TACC Board of Directors, by majority vote, may dispense with bidding and other procedures required by this Policy in any individual instance upon a finding that it would be impractical, useless, or uneconomical in such instance to follow these procedures, and that the public interest would be promoted by dispensing with these procedures.

Full and open competition - When used with respect to a contract action, means that all responsible sources are permitted to compete.

Formal Purchase Threshold. All purchases with an estimated value of \$50,000 or greater. Typically requires the use of competitive bidding or competitive negotiation procedures.

Micro Purchase Threshold. Goods or services with an estimated value at \$10,000 or less. For federally funded procurements, the goods or services may be purchased without obtaining competitive quotations following the micro-purchase purchasing procedures.

Purchasing Officer. The Executive Director of TACC is the Purchasing Officer. The Purchasing Officer shall have authority to:

1. Create purchasing procedures required for the purchase or contract for supplies, services and equipment needed to support TACC. The procedures shall be subject to the statutory limitations contained in applicable federal and State of Michigan regulations and ensure compliance with applicable law and regulations of funding agencies such as the Federal Transit Administration and/or the Michigan Department of Transportation.
2. Revise the purchasing procedures as needed to ensure compliance with new or revised regulations.
3. Negotiate and recommend execution of contracts for the purchase of supplies, services, and equipment.
4. Prepare and recommend revisions, additions, and amendments to this Policy to the Board of Directors.
5. Redelegate authority to the Grant and Procurement Manager or other appropriate staff as necessary for the purchase of supplies, services and equipment including the negotiation and execution of contracts. Provide oversight to ensure compliance with the Purchasing Procedures.

Petty Cash. A cash fund of a fixed amount established by an advance of funds,

without charge to an appropriation from an agency designated employee. For disbursement as needed from time to time in making cash payments for relatively small purchases.

Protests. Any interested party shall have the right to protest a TACC procurement action and have its complaint considered and resolved administratively by TACC in an economical and expeditious manner. The Purchasing Officer shall develop administrative regulations to handle Protests.

An “Interested Party is an actual or prospective offeror whose direct economic interest would be affected by the award of a Contract or by the failure to award a Contract. Interested parties do not include subcontractors or suppliers of an actual or prospective offeror, or joint venturers acting independently of a joint venture.

Small Purchase or Simplified Acquisition Threshold. Acquisition of supplies, services, and construction in the amount of \$10,001 - \$49,999.99. Must follow small purchase procedures as defined in the Purchasing Procedures.

CONTRACT APPROVAL REQUIREMENTS

The Board authorizes the Purchasing Officer to approve contract awards and make statutorily required findings of fact in accordance with the table below and to the extent permitted by law.

No purchases or supplies, services, or equipment shall be split or separated into smaller orders or projects for the purpose or evading any provisions of this Policy.

WHO	APPROVES	LIMITS
Grants and Procurement Manager	Approve / Award	All micro-purchases for supplies, equipment, contractual services up to \$10,000 All small purchases for services, supplies, equipment and below the simplified acquisition threshold up to \$49,999.99.
Executive Director	Approve / Award	All contract awards for services, supplies, equipment, and sale of surplus property from \$50,000 to \$100,000. Modifications to all contracts, which increase the aggregate contract price by no more than \$10K or 10% of the original contract award unless the Board has authorized a higher limit.
Board of Directors	Make Statutorily Required Findings / Approve / Award	Make Statutorily Required Findings. All other contract awards and modifications to contacts which exceed the limits stated above.

Implementation. The Purchasing Officer shall be responsible for the implementation of this Policy. The Purchasing Officer may delegate implementation of this Policy and development of such Purchasing Procedures as are necessary to carry out this Policy.

Changes to or deviation from this Policy shall only be approved by the Board, unless the change results from a change in federal and state law or regulation, or other Board adopted Policies, in which case this Policy will be deemed changed and the Purchasing Officer is authorized to amend the language of this Policy. When such a change is made, the Purchasing Officer shall provide a report to the Board updating the Policy language.



# **Transportation Authority of Calhoun County (TACC)**

## **Procurement Procedures**

Update Date: 31 October 2025

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# 1 INTRODUCTION

The Transportation Authority of Calhoun County (TACC) is the successor agency to the City of Battle Creek Transit. It was formed and operates in accordance with Michigan Public Law 196.

## 1.1 Legal Authority

Policies and procedures governing TACC procurements of supplies, materials, equipment, vehicles, services, and construction are derived from and conform to a variety of statutes. For non-Federally funded purchases, the governing policies and procedures include but are not limited to:

1. Applicable State of Michigan laws
2. Rules and regulations established by the TACC Board of Directors

For projects that include Federal funds, the governing policies and procedures include compliance with:

1. Applicable Federal law including Title 49 Code of Federal Regulations (CFR), Title 2 CFR Part 184; and Title 2 CFR Part 200.
2. Federal Transit Administration (FTA) Master Agreement – most current version
3. FTA Circular 4220.1.G, “Third Party Contracting Requirements” and other relevant Circulars
4. Annual Certifications and Assurances

Certain standards, regulations, orders of the United States Office of Management and Budget, and requirements for grants-in-aid to local governments mandated by the U.S. Department of Transportation, Federal Transit Administration (FTA), and the Office of Management and Budget apply to TACC for procurements financed wholly or in part with federal funds. Appropriate portions of those federal requirements, but not all, shall apply to procurements that are not funded with federal dollars.

## 1.2 Policies

The procedures herein are designed to implement the fundamental principles of procurement as follows:

1. Foster maximum open and free competition;
2. Promote the greatest economy and efficiency;
3. Ensure adherence to proper standards of conduct by TACC Board members, officers, agents, and employees;
4. Maintain and implement procurement policies and procedures that comply with applicable federal, state, and local laws, and regulations;
5. Establish and maintain an arm's length relationship with all contractors and suppliers;
6. Treat all prospective contractors, consultants, and suppliers in an equal and equitable manner;
7. Provide opportunities for remedy and resolution of contract claims or disputes.

## 1.3 Objectives

The Objectives below support the Policies listed above.

1. Conserve public funds through reductions in cost and improvements in quality of supplies, equipment, materials, services, and construction procured.
2. Reduce the overhead cost of contracting, buying, and selling to the maximum extent possible.
3. Achieve and promote cost-effective procurements by:

- 
- a. Analyzing alternative approaches for each procurement, such as purchase, lease, joint procurement, intergovernmental and interagency agreements.
  - b. Structuring each procurement through consolidation of similar products, services, and separation of dissimilar ones.
  - c. Eliminating the purchase of unnecessary or duplicate materials and services.
  - d. Encouraging price and quality competition among suppliers, contractors, and consultants.
4. Reduce the volume and streamline the flow of paperwork while maintaining accurate documentation of procurements.
  5. Utilize outside competent technical expertise where needed in the initiation, administration and completion of procurements and contracts.
  6. Adhere to participation goals and procedures incident to TACC's Disadvantaged Business Enterprise (DBE) Program.
  7. Comply with federal, state, and local procurement laws and regulations.
  8. Comply with applicable standards of conduct and ethics.
  9. Administer contracts and monitor supplier performance to ensure that full value is received and desired quality is achieved.

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## 2 DEFINITIONS

Terms used throughout this document are defined below.

**Award Basis** is the term used to define how the contract award is to be made.

**Invitation For Bids** – the Award Basis is defined as the lowest responsive, responsible bid. See the procedure for IFBs.

**Request For Proposals** – the Award Basis defines how the RFP is to be evaluated. It will list the evaluation criteria in descending order of importance or with weights. See the procedure for RFPs and the procedure for Brooks Act Procurements.

**Bid** is a response to any Invitation for Bids, Request for Quotes, or other informal price quotation. The term bid is used interchangeably and has the same meaning as a price quotation.

**Board of Directors** is the governing body for Transit Authority of Calhoun County (TACC). The Board establishes policy and awards contracts for all procurements exceeding \$100,000. At its discretion, the Board may hear also Protest Appeals from potential contractors.

**Bond** is an agreement to protect against loss from the actions or inactions of bidders and contractors. The firm presenting the bond forfeits the amount in the event the contractor fails to perform the work or provide the services for which the firm is contracted. Bonds will be required for all construction contracts in excess of \$50,000. Types of bonds used most frequently include:

**Bid Bond** ensures that the bidder will execute any contract awarded within a specified number of days. It is required for construction bids and may be in the form of a money order, cashier's check, or certification statement from a bonding agent authorized to conduct business in the state. For public works bids, the required bid bond amount is five percent (5%).

**Payment Bond** is a promise by a surety (bonding agent) assuring payment to all persons supplying labor, services, or materials in the work under contract. For Federally funded construction, a 50% payment bond is required. For contracts exceeding \$1,000,000, the payment bond shall be 40% of the contract price.

**Performance Bond** is a promise by a surety (bonding agent) assuring that once a contract is awarded, the contractor will perform its obligations under the contract. For Federally funded construction, a 100% performance bond is required.

**Capital Expense** is a purchase of any fixed asset costing \$5,000 or more, with a useful life of more than one year.

**Capital Project** is a procurement involving construction, or purchase of materials, services, or vehicles (rolling stock) for which a specific budget is prepared and executed.

**Claim** is a written demand by one of the contracting parties for a time extension, an adjustment or interpretation of Contract terms, payment or money, or other legal, equitable or contractual relief.

**Competitive Range** is a term used in negotiated procurements and is a way to reduce the number of proposers being considered for award. It is determined on the basis of cost (if appropriate) and technical factors stated in the RFP to identify the proposals that have a reasonable chance of being selected for contract award.

**Contract** is a written document that contains terms and conditions stated in the solicitation. It shall include, as binding attachments, the Solicitation document, and the submitted bid or proposal as well as any negotiated provisions.

**Contractor** refers to any bidder, proposer, offeror, supplier, business, company, or other enterprise that TACC has selected to perform work or provide products or services. This may be via Purchase Order (PO) and Agreement or other written commitment.

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**Cost Analysis** is an analysis of the costs being proposed to the TACC. It is only required when there is not adequate price completion or for any Federally funded work being done by Architects or Engineers under a Qualified Based Selection process. See appropriate procurement procedures for additional information.

**Disadvantaged Business Enterprise (DBE)** is the Federal program to increase opportunities for certified small businesses to participate in federally or non-federally funded transportation-related contracts and to address any potential discrimination against DBEs and SBEs in the awards of those contracts. See the DBE annex for more information.

**Dispute** is a disagreement between the parties as to the merits, amount or remedy arising out of an issue in controversy, including a Claim or asserted default.

**F.O.B.** means Free on Board and is used to determine the physical point and responsibility for payment of freight/shipping charges as well as the point at which title to goods or products passes to the buyer.

**Independent Cost Estimate (ICE)** is an independent estimate of the expected cost to obtain the required goods or services. It is to be created prior to receipt of bids or proposals and is required for all Federally-funded projects exceeding \$350,000. It is recommended for all formal solicitations.

**Invitation for Bid (IFB)** is a solicitation for formal, sealed bids that are advertised. The TACC threshold for an IFB is greater than \$50,000. See procedures for IFBs for more details.

**Micro Purchase** is a procurement with a value of \$10,000 or less. One price quote is required. See procedures for Micro-Purchase for more details.

**Notice of Intent to Award** is a form letter that should be issued for all procurements over the Small Purchase threshold. It officially notifies bidders or proposers of the firm being recommended for contract award. See Appendix A.8 for sample notice.

**Option** is a unilateral right provided in a contract by which, for a specified time period, TACC may elect to purchase additional equipment, supplies or services or may elect to extend the term of a contract. See specific types of procurements for the procedures for handling and exercising options.

**Post-Delivery Buy America Audit** is an audit required for all Federally funded revenue service vehicles with a value exceeding \$150,000. The audit must be performed prior to transferring the title of the vehicle to TACC and prior to putting a vehicle into revenue service. The procedures for conducting the audit and the required certifications are found in FTA Report 0106, [Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements](#).

**Pre-Award Buy America Audit** is an audit required for all Federally funded revenue service vehicles with a value of \$150,000 prior to award of a contract or purchase order to purchase the vehicle. The procedures for conducting the audit and the required certifications are found in FTA Report 0106, [Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements](#).

**Price Analysis** involves comparing a proposed price submitted by a bidder/supplier without evaluating separate cost and profit elements. See appropriate procurement procedures for additional information.

**Price Quote/Quotation** is a firm price obtained from a supplier or contractor in an informal manner (US mail, facsimile, email) in response to an TACC RFQ. It shall be written and may include other necessary information such as the proposed delivery date. The term "quote" and "informal bid" are interchangeable.

**Profit** is normally negotiated **as a separate element of the price for each contract** in which there is no price competition and in all cases where a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

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**Project Manager** is the person designated by the Executive Director to lead the project from conception to completion. Project Manager coordinates as necessary with staff, suppliers, and outside agencies/jurisdictions to ensure successful project completion and may be authorized to commit funds as necessary.

**Prompt Payment** is the requirement that governs payment to contractors. For public works projects, non-state agencies follow the Michigan Public Act 187 that requires payment to a prime contractor within 30 days of the receipt of a valid pay request which is not in dispute. The Act permits 1% monthly interest for late payments. For federally funded contracts, TACC will follow the Federal Prompt Payment Act.

**Proposal** is an offer submitted to enter into a contract, contract modification or contract termination settlement, including specified price, and required details of scope of work or equipment, service, or vehicle. Award is not based on based exclusively on price or price-related factors. See RFP and change order procedures for additional information.

**Purchase Order (PO)** is an offer by TACC to buy certain supplies, equipment, service, vehicles, or construction. It is typically used for informal procurements and is also subject to the terms and conditions stated on the back of the PO. It typically does not include attachments. However, attachments may be added but must be referenced on the face of the PO.

**Purchasing Officer** Contracting Officer is the TACC Executive Director or designee, who is authorized to sign contract documents and commit funds on behalf of TACC.

**Qualifications-Based Selection (QBS)** is the terminology used when procuring Architectural or Engineering (A&E) or related services that lead to construction. This process follows procedures defined by the *Brooks Act*. See procedures for the QBS selection.

**Responsible** refers to the bidder's or proposer's potential ability to satisfactorily complete the scope of work or services as evidenced by such factors as satisfactory record of integrity and ethics, no record of debarment and suspension, compliance with public policy, a history of compliance with the Fair Labor Standards Act, financial and technical resources, satisfactory past performance history, compliance with tax liabilities and no felony convictions. A formal determination of Responsibility is required for all federally funded formal IFBs and RFPs. It is recommended for all RFQs. See Appendix A sample forms.

**Responsive** refers to the offeror's conformance with all material aspects of the requirements of the solicitation at the scheduled time of submission and (for bids) does not require further discussions with the bidder. See Appendix A sample forms.

**Request for Quotation (RFQ)** is an informal solicitation for materials, supplies, or equipment, but may be used for clearly defined services or construction with a total of less than \$50,000. Above the Micro-purchase threshold of \$10,000, three price quotes are required if possible. See Micro- and Small Purchase procedures.

**Request for Proposal (RFP)** is a formal solicitation that is advertised. It may be used for professional consulting services, supplies, materials, equipment, and vehicles, designed for an award based upon criteria other than price alone. See RFP procedures.

**Retention** is a term for withheld payments to ensure proper completion of a project. For construction projects, 10% retention until 50% of the work is completed is the maximum allowable. Additional retainage shall not be withheld unless TACC determines that the contractor is not making satisfactory progress. Retention shall be deposited in an interest-bearing account to be disbursed to the contractor following completion of the project.

**Small Purchase** is a procurement of up to \$50,000 for supplies, materials, or equipment. At least three price quotations must be received, if possible, either via US mail, email, or FAX, or from a catalog or established Government Rates, or in response to an RFQ.

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## **3 RESPONSIBILITIES**

The Board and each Manager below plays a role and has responsibilities in ensuring that TACC complies with applicable laws, rules, and regulations.

### **3.1 Board of Directors**

The Board of Directors establishes policy, awards Purchase Orders & Agreements for all Major Purchases and hears appeals from potential contractors and the public when authorized herein. The Board of Directors also passes required resolutions as may be needed to authorize the purchase of buses using a Request for Proposal (RFP) procedure.

### **3.2 Executive Director (ED)**

The Executive Director of TACC is responsible for the duties usually assigned to a Purchasing Manager or Contracting Officer. The ED ensures Board policy is implemented through oversight or audit of the procurement and purchasing functions and monitoring of each procurement. The ED may take on the duties of Project Manager for especially large or complex projects. The ED shall be responsible for:

1. As required, assigning Managers to be Project Managers for specific projects;
2. Verifying that sufficient funding is available, or will be available, for each project;
3. Approving all Purchase Orders & Agreements worth less than \$100,000 but may delegate that authority to Grant and Procurement Manager and other staff.
4. Receive and approve or reject resolution of Claims or Disputes worth less than \$100,000 and recommend resolution of Claims or Disputes worth more than \$100,000 to the Board.
5. Recommending to the Board award of contracts worth more than \$100,000;
6. Facilitate training for agency personnel; and
7. Selling surplus TACC property but may delegate that authority to a Manager.

### **3.3 Grant and Procurement Manager**

The Grant and Procurement Manager of TACC is responsible for the duties as delegated by the Executive Director TACC. The Grant and Procurement Manager ensures implementation of Board procurement and purchasing functions and monitoring of each procurement. The Manager shall be responsible for:

1. Verifying that sufficient funding is available, or will be available, for each project;
2. Approving all Purchase Orders & Agreements worth less than \$50,000 and with the approval of the ED, the Grant and Procurement Manager may delegate that authority to other staff. Said delegations should be in writing and specifically indicate the levels of responsibility.
3. Recommending award of contracts greater than \$50,000;
4. Determining the need for and providing or facilitating training for agency personnel;
5. Maintaining and revising standard terms and conditions, FTA clauses and generic enclosures necessary to produce a complete procurement document.
6. For micro purchases, the Grant and Procurement Manager is responsible for ensuring that purchases are distributed equitably among qualified suppliers.
7. For small purchases and formal procurements, responsible for creating and/or reviewing the solicitation documents and ensuring that all required clauses and forms are included in the resulting documents.

- 
8. Creates list of firms to compete for small purchases ensuring that qualified firms all receive an opportunity to compete for that work. Coordinating the review of offers received, documenting all requirements, and awarding the purchase order according to the procedures found in the Small Purchases section.
  9. Conducts outreach for formal solicitations to create a list of firms to be notified for those solicitations.
  10. Coordinates the publication of bid or proposal documents, public notices, and posting to the TACC web site.
  11. Organizing the review of all bids received in response to an IFB. Ensures that required responsiveness/responsibility documentation is created along with documentation on Small Business/DBE compliance, debarment and suspension compliance, and Buy America compliance. The Grant and Procurement Manager and other assigned staff are responsible for following the appropriate procedure contained in the section on IFBs.
  12. Organizing the evaluation committee to review all proposals for RFP responses that are received. Ensures that required responsiveness/responsibility documentation is created along with documentation on Small Business or DBE compliance, debarment and suspension compliance, and Buy America compliance. The Grant and Procurement Manager is responsible for following the appropriate procedure contained in the section on RFPs.
  13. Preparing any required Memorandum for the TACC ED or Board of Directors' approval.
  14. Preparing Purchase Orders and Contracts for signature by the appropriate staff person.
  15. Coordinating with the Executive Director and the Contractor to finalize Contracts.
  16. Monitoring contractor performance; documenting any problem areas.
  17. Conducts required contract close-out activities.
  18. Manages post contract warranty issues to ensure that TACC's interests are protected.

### **3.4 Project Managers (PM)**

**TACC Managers** may be appointed by the Executive Director as **Project Managers** for specific projects. Under the direction of the Executive Director or the Grants and Procurement Manager, PMs shall be responsible for:

1. Establishing funding, short-term and long-range planning of procurements.
2. Assist the ED or Grant and Procurement Manager in conducting the procurement.
3. Determining the required quantities, delivery time frames, and other parameters.
4. Developing a scope of work for services.
5. Developing technical specifications that fully define the product or service desired.
6. Creating an Independent Cost Estimate for all formal bids and proposals.
7. Recommending list of firms to compete for small purchases or formal procurements ensuring that qualified Small Business/DBE firms all receive an opportunity to compete for that work. Assisting in the review of offers received, documenting all requirements to assist the Grant and Procurement Manager.
8. Assists in conducting outreach for formal solicitations to create a list of firms to be notified for those solicitations.
9. Assisting in the review of all bids received in response to an IFB including assisting in the creating of required documentation to support the procedures contained in the section on IFBs.

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10. Participate on the evaluation committee to review all proposals for RFP responses that are received. Assisting in creating required documentation to support the appropriate procedure contained in the section on RFPs.
  11. Assisting with required Memorandum for the ED or the TACC Board of Directors' approval.
  12. Monitoring contractor performance; documenting any problem areas.
  13. Assisting with required contract close-out activities.
  14. Participates with the Grant and Procurement Manager to ensure that post contract warranty issues to addressed to ensure that TACC's interests are protected.

### **3.5 Finance Manager**

In addition to the duties of potential PM work, the **Finance Manager** is responsible for:

1. Providing ED and PM's up-to-date information on budget, revenues, and expenditures.
2. Processing payments and requests or drawing down revenues for all capital expenditures with proper and adequate documentation from PMs.
3. Maintaining a listing of procurement numbers and tracking issue and due dates.
4. Maintaining contract administration files; notifies PMs of needed and/or missing documents.
5. Maintaining and reporting on asset tracking as may be required by FTA.

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## **4 STANDARDS OF CONDUCT**

### **4.1 Duty to Disclose**

The Executive Director and other TACC employees and board members shall not be involved in any purchasing decision, task, or procedure (including participation in initiation, award, or administration of a contract) in which they or persons related to them have a real or apparent conflict of interest. In cases where there may be such conflicts of interest, employees have the responsibility to report in writing such conflicts to the Executive Director. If the conflict is with the Executive Director, the responsibility is to report to the Chair of the Board. Failure to make such disclosure is subject to disciplinary action.

### **4.2 Conflict of Interest**

1. The TACC Board of Directors has adopted a Conflict-of-Interest code, under which board members and employees are required to disclose economic interests and are prohibited from participating in decisions, which may have an effect on their financial interest. The terms and requirements of the Conflict-of-Interest Code are incorporated herein by reference.
2. No Board member, employee, officer, or agent of TACC shall participate in procedures, tasks, or procurement decisions relative to initiation, award, or administration of a contract, if a conflict of interest, real or apparent, exists. Such a conflict of interest arises when any of the following has a financial or other interest in a firm that participates in an TACC bidding process or that is selected for a contract award involving:
  - a. The Board member, employee, officer, or agent;
  - b. Any member of an employee's immediate family including domestic partners;
  - c. Business associate of a and b above;
  - d. An organization which employs, or which is about to employ a current TACC employee.
3. The standards governing the determination as to whether such an interest exists are set forth in the TACC Conflict of Interest Policy.

### **4.3 Gratuities and Gifts**

No Director, officer, employee, or agent of TACC shall knowingly solicit, accept, or agree to accept gratuities, favors or anything of more than a nominal monetary value in connection with actual or potential procurement and contracting activities. Under this policy, the term "nominal monetary value" shall be defined as a value of \$25 per occasion and \$100 cumulatively over any calendar year from any single source. Gifts based on a personal relationship, free or discounted goods or services offered to broad segments of the public or other exceptions recognized for federal employees in 5 CFR 2635.204 are excepted from these limitations.

### **4.4 Confidential Information**

No employee of TACC involved in purchasing or procurement shall use confidential information for his or her actual, anticipated, or apparent personal gain, or for the actual, anticipated, or apparent personal gain of any person or entity other than TACC. "Confidential Information" is defined as any proprietary, privileged, or nonpublic information, coming to the employee's attention as a result of employment by TACC, the knowledge of which makes financial gain possible.

### **4.5 Discipline for Violation**

The violation of any of these Standards of Conduct will subject the violator to disciplinary proceedings or action deemed appropriate by the TACC Executive Director and HR Director, up to and including dismissal.

## 5 PROCUREMENT TYPES AND PROCEDURES

TACC is authorized to use the following types of procurements:

Type	Dollar Threshold	Procurement	Approval Authority
<b>Micro Purchase</b>	Less than \$10,000	One quote	Grant and Procurement Manager
<b>Small Purchase</b>	\$10,000 - \$49,999	Three quotes	Grant and Procurement Manager
<b>Sole Source</b>	Any value	One quote	ED to \$100,000 Board of Directors – higher amounts
<b>Emergency Purchase</b>	Greater than \$10,000	One quote	ED to \$100,000 Higher amounts – Ratification by Board of Directors
<b>Qualification Based Selection</b>	Any value for A & E services	Advertised to obtain qualifications	ED to \$100,000 Board of Directors – higher amounts
<b>Formal IFB</b>	>\$50,000 - 100,000	Advertised IFB	Executive Director
<b>Formal RFP</b>	>\$50,000 - 100,000	Advertised RFP	Executive Director
<b>Formal IFB</b>	>\$100,000	Advertised IFB	Board of Directors
<b>Formal RFP</b>	>\$100,000	Advertised RFP	Board of Directors

### 5.1 Project Initiation

1. **Assignment.** When the need for procurement is determined, the Executive Director (ED) will be the Project Manager (PM) or will designate another Manager as PM. Working with the ED, the PM will draft technical specifications and scope of work which adequately describes the products or work required, shall provide an independent cost estimate and a proposed project schedule, including advertising and contract commencement dates. The ED or Grant and Procurement Manager with consultation from the PM will determine whether or not there are two or more qualified potential bidders to compete effectively for the project, and whether selection of the successful bidder can be made principally on the basis of price.
2. **Decisions.** The ED, Grant and Procurement Manager, and PM will determine if sufficient funding is available, projected to be available or must be budgeted. They will write and submit grant applications if necessary. When funding is secured, they will determine the type of procurement to be used (Micro, Small, Emergency, Sole Source, or Major) and the type of solicitation to be used (RFPQ, RFQ, RFP, or IFB) and will assign a procurement title and number. The procurement number and title shall be listed on all pages of the contract documents and referred to in all communication concerning the procurement and contract, including budgeting and financial management.

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## 5.2 Micro Purchase Procedure

### 5.2.1 Definition

Consistent with current policy, micro purchases are defined as those purchases with a value not to exceed \$10,000.

### 5.2.2 Procedure

A procurement for an amount not to exceed \$10,000 may be accomplished by securing one quotation if the price is determined to be fair and reasonable. At the TACC, micro-purchases are to be handled by Procurement or Project Managers, by individual designation.

A micro purchase may be made using a TACC-issued credit card.

1. Each authorized card holder shall submit receipts, noting the purpose and account name or number, at least monthly to the Finance Manager who controls the issue and monthly reconciliation of TACC-issued credit cards.

2. Use of TACC-issued credit cards is controlled by the agency's credit card policy.

Procurement personnel can, as an alternative to using a credit card, issue a purchase order for a micro purchase.

### 5.2.3 Documentation Required

The only file documentation required is a determination that the price is fair and reasonable and how the determination was made. A sample form is contained in Appendix A.7. It is to be completed, signed by the appropriate project manager or procurement staff and put in the file as documentation for the Purchase Order.

### 5.2.4 Federal Requirements

For federally funded micro purchases, Buy America requirements do not apply. For construction contracts (repair or alteration of real property) greater than \$2,000, Davis Bacon requirements do apply.

- **Competition.** TACC will distribute micro-purchases equitably among qualified suppliers.
- **Prohibited Divisions.** TACC will not divide or reduce the size of its procurement merely to come within the micro-purchase limit.
- **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 determination was made. 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.

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## 5.3 Small Purchase Procedure

### 5.3.1 Definition

Per the TACC, small purchases are defined as purchases with a value of \$10,000 and not to exceed \$49,999. These purchases are not typically advertised and are accomplished using informal methods.

### 5.3.2 Procedure

- Procurements for goods, supplies, equipment, and contractual services of a value between \$10,000 - \$49,999 may be accomplished by a Request for Quote (RFQ) process. This procedure **may not** be used to obtain Architecture or Engineering services. (See Section 9, Qualification Based Selection (QBS) Procedure.)
- The Executive Director, or designee shall solicit quotes by either written request via email, by telephone request with written confirmation or other appropriate method.
- Small purchases must have price quotations obtained from a minimum of three potential suppliers. Quotes may be obtained from current price lists or established Government Rates, by e-mail, by internet research, by facsimile, by telephone (confirmed in writing or by email), or in response to an RFQ.
- The preferred method of accomplishing this purchase is to issue an RFQ which is a written solicitation to known qualified suppliers. The RFQ shall include technical specifications of the product or scope of work for the service required, FOB point, delivery date, form for submitting pricing. The document is to also identify the date and time by which the RFQ must be submitted. If appropriate, bonding and insurance requirements must also be set out in the RFQ.
- TACC shall not arbitrarily split contracts or procurements so as to utilize the informal solicitation procedures.
- An RFQ does not require a public opening. If quotes are submitted electronically, the quote should not be opened until the specified date and time. It is an internal process where the ED or designee and if required, the PM shall open and review the quotes for compliance with the TACC requirements. The submitted quotes shall be evaluated and select one contractor based on the lowest price submitted by a responsible and responsive supplier as defined in the solicitation.
- After review, the successful firm and any remaining firms shall be notified of TACC's selection. Should there be on, the DBE Liaison Officer shall be notified of the bid results.
- Upon selection and notification, and receipt of required documentation (such as Insurance certificates) if any, a PO shall be issued to the successful bidder. The terms of the agreement shall be substantially those specified in the RFPQ.

### 5.3.3 Documentation Required

An informal record shall be made of all quotes requested and those received. This record shall be included in the file with the other documentation. Appendix A.6 contains a form that may be used for documenting informal quotes.

### 5.3.4 Federal Requirements

For federally funded small purchases, the following additional requirements apply:

- The Executive Director or designee shall review the clause matrix contained in Appendix A.3 – FTA Clause Matrix. Depending on the estimated value of the purchase, the Request for Quote must include all appropriate clauses in the RFQ document and/or in resulting purchase order or contract.

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- FTA requires that the file documentation include the Written Record of Procurement History. Appendix A.12 contains a sample form for this use.
  - The TACC must also document that the awardee is a responsible vendor. For all procurements over \$25,000, the FTA requires that the Recipient verify that the selected supplier is not debarred or suspended. Appendix A.9 contains a form to document responsiveness and responsibility as well as debarment or suspension.

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## 5.4 Sole Source Procurements

### 5.4.1 Definition

A sole source procurement is one that can be made from only one source of supply and no other sources or supplies will satisfy the requirement. A Sole Source may be of any dollar value, but must conform to the following:

If the supplier is a sole source, the firm must be the only known source of supply with the capability of meeting the bona fide specification requirements. A sole source decision is not permitted merely upon the grounds that such approach is the most convenient, or that the subject product (1) demonstrates technical or administrative superiority, (2) is preferred by staff, or (3) shows superior performance potential at lowest cost.

### 5.4.2 Procedure

To qualify as a sole source supplier, the Project Manager must complete the Sole Source Justification form found in Appendix A.11. The completed form must be approved by the Executive Director.

Associated Capital Maintenance Items are no longer automatically considered to be a sole source items as the part may be available from multiple suppliers. In such cases, the PM is to document the requirement for a sole source item with no approved equal using the form in Appendix A.11. The appropriate staff person will then conduct the required competitive procurement to obtain the item(s).

- Once the procurement for a sole source has been approved, it will follow the same procedure as a formal procurement. However, no advertising is required. This procedure **may not** be used to obtain Architecture or Engineering services. (See Section 9, Qualification Based Selection (QBS) Procedure.)
- The Executive Director, or designated person, shall create a solicitation containing all required forms, certifications and clauses. The document is then sent to the sole source firm requesting a formal response (quote or proposal) from the proposed sole source provider.

Advertising is not required. A public opening is not required. The ED or designee and the PM shall open and review the proposal for compliance with the TACC requirements. If appropriate and necessary, staff shall conduct negotiations with the firm to ensure that the pricing is fair and reasonable.

- After review, the successful firm and any remaining firms shall be notified of TACC's selection. Should there be one, the DBE Liaison Officer shall be notified of the results.
- Upon selection and approval, and receipt of required documentation (such as Insurance certificates), a PO or Contract shall be issued to the firm. The terms of the agreement shall be substantially those specified in the RFP.

### 5.4.3 Documentation Required

To qualify as a sole source supplier, the Project Manager must complete the Sole Source Justification form found in Appendix A.11. The completed form must be approved by the Executive Director.

### 5.4.4 Federal Requirements

Consistent with FTA requirements, purchases of FTA funded goods and services valued at greater than \$10,000 will be competitively procured. Procurement by noncompetitive proposals (sole source) may only be used when the award of a contract is infeasible under small procurement procedures, sealed bids, competitive proposals, or inter-governmental cooperative procurements, and one of the following circumstances applies:

1. The item is available only from a single source.

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2. The public emergency necessitating the requirement will not permit a delay resulting from competitive solicitation.
  3. The FTA authorizes noncompetitive negotiations.
  4. After solicitation from a number of sources, competition is determined inadequate.

Less than full and open competition is not justified based on:

1. The agency's lack of advance planning; or
2. Limited Availability of Federal Assistance. Concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance previously available for award).
3. Associated Capital Maintenance Items are no longer automatically considered to be a sole source. Such procurements may involve situations where there is no "equal" for the item, but it may be available from multiple suppliers. For example, replacement parts for Cummins engines may be available from trucking companies. Replacement bus parts may be available from multiple sources but the part itself would be a sole source as there is no "approved equal." In such cases, the PM is to document the requirement for a sole source item with no approved equal using the form in Appendix A.11. The appropriate staff person will then conduct the required competitive procurement to obtain the item(s).
4. The Executive Director or designee shall review the clause matrix contained in Appendix A.3 – FTA Clause Matrix. Depending on the estimated value of the purchase, the Request for Quote or Proposal must include all appropriate clauses in the solicitation document and/or in resulting purchase order or contract.
5. Depending on the estimated value of the solicitation, the solicitation document must also include any required certifications which include Suspension and Debarment, Lobby Certification, Buy America and/or Federal Tax Liability and Recent Felony Convictions.
6. FTA requires that the file documentation include the Written Record of Procurement History for every procurement above the Micro-Purchase level. Appendix A.12 contains a sample form for this use.
7. The TACC must also document that the awardee is a responsible vendor. For all procurements over \$25,000, the FTA requires that the Recipient verify that the selected supplier is not debarred or suspended. Appendix A.9 contains a form to document responsiveness and responsibility as well as debarment or suspension.
8. Requirement for Cost or Price Analysis: A cost analysis, verifying the proposed cost data, the projections of the data and the evaluation of the specific elements of costs and profit, is required for all Federally funded sole source procurements unless a price analysis can be performed. Unless the reasonableness of the price can be established based on pricing from other agencies, catalog or market price for a similar commercial product sold in substantial quantities to the general public, or on the basis of prices set by law or regulation, a cost analysis must be performed. A cost analysis is required to verify the proposed cost data, to verify the projections of the data, and to evaluate the specific elements of cost and profit. For Federally funded projects, the cost analysis must be completed in accordance with FAR Part 31, Contract Cost Principles and Procedures.

A cost analysis is a detailed evaluation of the cost elements that comprise the proposed price. It involves verification of cost data, evaluation of specific cost elements including labor hours, quantities, tooling, testing, etc. and projection of the cost data to determine its effect on prices. To form a judgment as to whether the price offered is reasonable, the following factors may be considered: the necessity for certain costs, the reasonableness of amounts estimated for necessary cost, the bases for allocating overhead costs, allowances for contingencies and the appropriateness of allocations of particular overhead costs to the contract.

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#### **5.4.5 Approval Process**

In cases where the sole source procurement is less than \$100,000, the ED may approve the procurement and resulting Agreement. In cases where the sole source procurement exceeds \$100,000, the purchase must be approved by the Board of Directors. Following Board approval, the ED shall have a formal Agreement executed by the Contractor containing all applicable terms and conditions of the procurement.

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## 5.5 Emergency Procurements

TACC is not required to engage in either informal or formal competitive bidding when making emergency purchases of supplies, equipment, materials, or services. "Emergency purchases" are those procurements required to prevent the immediate interruption or cessation of necessary TACC services or to safeguard life, property, or the public health and welfare.

1. Emergency decisions should be made by Managers who have expertise related to the emergency giving rise to the need for the procurement. Upon approval by the ED, the designated Manager may contact one or more suppliers by telephone, and, as expeditiously as possible, determine the best price and quality of product or services available from the supplier(s).
2. The PM shall prepare a PO document and a report explaining that an emergency procurement has been initiated. The documentation shall include the nature of the emergency, justification of the emergency procurement, the process, the dollar amount authorized and the name and location of the supplier.
3. The ED may authorize an emergency purchase up to an amount of \$99,999 and sign the resulting PO.
4. When the procurement will exceed \$100,000, the emergency must be so declared and approved by the Board of Directors before the purchase has been made if possible, or after, if deemed necessary by the ED and Board Chair.
5. At the next Board meeting following an emergency purchase exceeding \$100,000, the Board of Directors shall be presented with the PM's report and ratify the procurement.
6. Emergency purchases shall be limited to obtaining the goods or services necessary to address the emergency situation. As an example, an emergency procurement may be used to stabilize a damaged building and prevent further damage or danger, but not to restore that building.

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## 5.6 Formal Procurement Procedures

### 5.6.1 Major Purchases

TACC classifies Formal Bids/Proposals (sealed bids and competitive proposals) as “Major Purchases” if the procurement is expected to cost \$50,000 or more. If the award is less than \$100,000, the ED approves the Contract award. For awards exceeding \$100,000, the TACC Board of Directors must approve the resulting contracts. Contract modifications or change orders for more than \$100,000 shall be approved by the Board of Directors unless otherwise stipulated by the Board. A list of all bid protests and appeals for solicitations over \$500,000 shall be submitted in the regular quarterly financial reports.

In all cases the Procurement Documents shall be drafted so as to foster competition and the participation of Small Businesses and, to the extent any are properly certified, Disadvantaged Business Enterprises (DBE). Should there be one, the DBE Liaison Officer shall be notified of the existence and the general parameters of the project. The Michigan supplier database may be used to generate a list of potential bidders as well as other sources.

Procurement documents must identify 1) all requirements that potential offerors must fulfill, 2) fully define the scope of work, products, materials, services, vehicles, or construction and 3) list factors/criteria to be used in evaluating bids and proposals. Specific guidance for types of projects include:

1. **Supplies, Materials and Equipment.** Contracts for procurements of materials and supplies on an annual basis, with a cost of \$50,000 or more (e.g. parts, tires) must be procured using an Invitation to Bid procedure. Purchases on a monthly, bi-monthly, or irregular basis, may be made by Small Purchase RFQ if under \$50,000, except for vehicle parts or other purchases that qualify for Sole Source procurement. However staff determine that a multi-year contract is most efficient and effective.
2. **Professional Services.** Contracts for professional services may be procured using a Request for Proposal (RFP) or a Qualification Based Selection (QBS) depending on the type of service that is required. The use of a QBS procedure is restricted depending on the funding source. The TACC shall use the QBS procedure for architectural, engineering, and related services as defined in 49 U.S.C. Section 5325(b) for FTA funded work. or under similar Michigan statutes for non-federally funded work. For other consulting services, TACC shall issue a formal Request for Proposal (RFP). See each procedure for details on how the process is conducted.

**Vehicles.** (buses, vans, trolleys, staff vehicles etc.): Procurements may be accomplished by IFB, RFP, by Piggybacking or by Joint Procurement. Regardless of the method of procurement, all revenue service vehicle purchases require the completion of federal Pre-Award and Post-Delivery certifications if federal funds are used for the purchase. The vehicles must meet federal requirements provided in Title 49 of the Code of Federal Regulations, Part 661, including Buy America certification, description of final assembly and Federal Motor Vehicle Safety Standards (FMVSS) certification. These audits are fully described in the FTA document Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements. This document also contains the certifications that must be executed following completion of the audits. The audits to verify compliance may be done by contractors hired for such purpose or by TACC. Only TACC’s ED or PM may execute the required certifications.

3. **Piggybacking.** Piggybacking is the use of options available within an existing contract by another transit agency to purchase vehicles. It may also be used to obtain other products. Very specific procedures are required in completing such transactions at both the state and federal level. TACC must ensure that all required clauses and requirements are contained in the solicitation and contract documents and that all required processes have been followed. Appendix A contains the Piggybacking Worksheet that should be reviewed and completed for piggybacking involving federal funds.

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4. **Joint Procurement.** Joint 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. TACC may participate in joint procurements as lead agency or participant and must be listed as such in solicitations and contracts.

5. **State Schedules.** TACC may purchase goods and services from properly competed and awarded Michigan state schedules or contracts issued for the benefit of subordinate governments. Appendix A contains the Piggybacking Worksheet that should be reviewed and completed for purchases from state schedules.

Certain rolling stock may be purchased from the state schedules and contracts of other states where the contracting authority has authorized use by out-of-state local governments.

6. **Construction.** For large construction projects, separate architectural and engineering services must be procured in order to produce the details required for the Invitation for Bids (IFB). Many other federal rules apply to construction projects exceeding an expected \$50,000 project.

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## 5.7 General Information on Solicitations

TACC will formally advertise and publicly solicit for the submission of sealed bids or proposals, on a competitive basis for Major Purchases expected to cost \$50,000 or more. The following provides general information about the process. Additional information is available in the section on each specific type of solicitation.

1. For projects using RFP, QBS or IFB solicitations, the appropriate staff person shall arrange for the **public advertisement** of the Notice Inviting Bids/Proposals in one or more local newspapers of general circulation published in Calhoun County. For RFP and QBS solicitations, the Notice shall state the time and place for the receiving the sealed proposals. For IFBs, the Notice shall state the time and place for receiving and opening of sealed bids. The Notice shall describe in general terms the work to be done and shall refer readers to the TACC website or other source (e.g. TACC's or Architect's office) for copies of the complete document. Where a particular contract involves a trade or expertise for which there are special industry publications, the Notice shall be advertised in appropriate trade journals if sufficient time permits. The complete document may be sent directly, via email, FAX, or US mail, to known qualified contractors. For construction contracts, the complete document should also be sent to bid rooms located in Michigan. The complete document shall be posted on TACC's website.
2. The **complete document** shall include the Notice Inviting Bids/Proposals. If a pre-bid or pre-proposal conference is planned, the Notice shall advise of the date, time, and location for the conference. Other inclusions are the Technical Specifications, Instructions to Bidders or Proposers, General Conditions, Standard Terms and Conditions, Special Provisions, FTA requirements and other documents as may be required by the procurement, such as certificates or proposal documents concerning qualifications, bonding, and compliance with applicable requirements of state and federal laws. Details of these inclusions are provided in the next sections of this document. The terms and conditions contained in the entire package of Contract Documents constitute the contract, which governs the contractual relationship between the successful awardee and TACC.
3. **Unbiased:** Care must be taken when writing or hiring outside consultants/contractors to assist with the development of specifications. TACC must manage the project so that specifications developed are not biased toward a particular firm or product. Also, consultants developing specifications may not be allowed to compete for a product or service they helped define. This must be clarified with the consultant when entering into any such contract.
4. **Addendum:** Once the solicitation has been advertised, all changes necessary to correct any errors in the document, to extend deadlines for the benefit of TACC or the bidders or proposers, or to otherwise revise the document, shall be accomplished through the issuance of addenda. All addenda shall be drafted by the PM and shall be reviewed and approved by the Executive Director. Each addendum shall contain the bid number and title, the date of issuance, the addendum number, specific reference to the provision of the document that is being amended, and the substance of such amendment. The Grants and Procurement Manager shall issue the addendum to all firms who have received a copy of the procurement documents.

### 5.7.1 Content of Solicitation

This section contains a lengthy list of components that should be included in the solicitation documents for the Major Procurements. Some are not needed for smaller projects.

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1. **Notice Inviting Bids or Proposals.** The Notice Inviting Bids or Proposals (Notice) is a publicly advertised document, which notifies potential offerors of the title and nature of the contract, and the date, time, and place of the opening of bids or receipt of proposals. The Notice shall also inform firms of the applicable Small Business or DBE requirements, if any are properly authorized and other significant requirements under federal or state laws. The Notice shall refer to and incorporate by reference all the other contract documents. A Pre-Bid or Pre-Proposal conference may be held if a procurement is of considerable complexity or scope. If a Pre-Bid or Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location.
  2. **Specifications.** This describes the material, product, or service being purchased and sets forth the minimum essential characteristics and standards to meet TACC's needs. They must be of sufficient detail so that suppliers are able to submit a valid bid/proposal that is within the expected range of the independent cost estimate. However, they must not be so restrictive as to limit the number of potential suppliers and thereby hinder open competition. In addition, they must describe the testing, inspection and acceptance criteria TACC will use in determining compliance with specifications. Types of specifications and other guidance include:
    - a. **Design.** Spells out the details of how a contractor will accomplish the work and instructs them on how to complete it. These often include drawings, diagrams, measurements, and tolerances describing the finished product.
    - b. **Performance.** Spells out the end result desired by TACC but leaves the details to the contractor. These specify the performance of the end result but not how the contractor will do the work.
    - c. **Initial Responsibility** for drafting the technical specifications lies with the PM staff having technical expertise relating to the procurement sought. The Grants and Procurement Manager shall review and approve the specifications. Depending on the complexity of the procurement, the ED may also review and approve the specifications.
    - d. **Brand Names.** The use of brand names (specific suppliers, models, or products) may be used only as a basis of establishing a standard of desired material or products. In all cases where brand names are listed, the salient characteristics that define the desired material, product or service will be provided. This allows for full and open competition among all potential suppliers.
    - e. **Approved Equal(s).** If a brand name and salient characteristics are listed for a given product, material, or service, procurement documents must allow for "approved equals." That is, TACC must define under what conditions and terms it will consider materials or services other than those specified.
    - f. **Technical Specifications** shall include detailed descriptions of the qualitative and quantitative nature of the supplies, equipment, materials, services, or construction to be procured. They must also set forth the minimum essential characteristics and standards to which the products, services or work must conform in order to satisfy TACC's intended use. Where it would be of assistance in clarifying the specification requirements, the use of blueprints, diagrams, charts, and maps will be used.
    - g. **Required Documentation.** Information, forms, and technical details required from offerors must be specified so that interested suppliers are fully aware of the requirements they must meet for their bid to be considered responsive, full, and complete.
  3. **Evaluation Criteria.** The method and factors by which bids will be evaluated in selecting a contractor must be completely stated so all suppliers have a fair and equal chance to be awarded any contract. For RFPs or QBS, the evaluation criteria are tailored to each procurement and will include only those factors affecting the selection decision. Criteria must be clear, concise, objective, and unbiased.

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4. **Bidding/Proposing Procedure.** The solicitation, whether for a simple price quote or a major vehicle or construction procurement, must include a clear description of the method for responders to submit their bid or proposal. For most projects, an official bid or proposal form should be used to ensure accurate comparisons. The offeror's completion of the form shall constitute its acceptance of all the terms and conditions contained in the Procurement Documents and shall also indicate the quoted prices. (For Qualification Based Selection, pricing will only be requested from the top ranked firm.) The form shall seek separate cost quotations for all relevant aspects of the procurement, including, where applicable, unit price, extended price, sales or use taxes, and cost of installation and delivery. In all cases, the bid form shall be so structured as to allow TACC to make an objective comparison of all bids.
  5. **Liquidated Damages.** The nature of the procurement may call for establishing a time frame within which the whole or any specified portion of the work called for under the contract shall be completed.
    - a. Each day completion is delayed beyond the specified time performance, the Contractor shall pay to TACC a specified sum of money, to be deducted from any payments due or to become due to the Contractor.
    - b. Liquidated damages shall be included in contracts when it would be inconvenient, difficult, or impracticable to otherwise obtain an adequate remedy for the delay, or to prove the losses or to assess the actual quantity of damages. The amount to be established as liquidated damages shall be reasonable in light of the anticipated harm that may be caused by a delay in the contract performance. The Grants and Procurement Manager, with input from the requesting department, shall evaluate these factors, and set a sum as liquidated damages. Liquidated damages shall not be assessed against a Contractor that is terminated for default; nor shall liquidated damages be used as a penalty. The contract files shall contain the justification for liquidated damages and calculations of how the amount was determined.
    - c. The calculation of damages must account for delays NOT caused by the contractor. That would include weather (which must be tightly defined) and delays caused by TACC, other public entities, or force majeure.
  6. **Bonding Requirements.** Various bonds may be required for the principal protection of TACC's interest in the case of default or other failure to perform by a contractor. As a minimum, the following bonding requirements apply to construction or facilities improvement procurement actions of \$50,000 or more:
    - a. A **Bid Bond** or Bidder's security of 5% of the bid amount is required for major procurements to ensure that a bidder or proposer will sign a contract if one is awarded to it.

A **payment bond** and a **performance bond** shall be required for construction projects valued at more than \$50,000.

For Federally funded construction, a 50% payment bond is required. For contracts exceeding \$1,000,000, the payment bond shall be 40% of the contract price.

For Federally funded construction, a 100% performance bond is required.
    - b. For **vehicle procurement** projects, a performance bond is not required but may be included in extraordinary circumstances. The necessity for this performance bond shall be documented in the procurement records.

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7. **Insurance and Indemnification (Hold Harmless).** For all capital projects, TACC shall protect its financial interests by requiring contractors to carry adequate insurance coverage, usually up to \$1 million (or \$2 million for projects worth \$2 million or more) for Commercial General Liability, Auto Liability, Builder's Risk (construction only) and Workers Compensation, and other insurance that may be required by State or Federal regulations. In addition, an indemnity (or hold harmless) clause must be included that requires the contractor to defend TACC in court against third party claims made against TACC that are the fault of the contractor. Any request for a reciprocal indemnification should be referred to counsel for review.
  8. **Qualification of Bidders.** In procurements where the nature of the work is such that the qualifications of the offerors is an essential criterion for evaluating qualifications, the Special Provisions may contain a clause setting the required qualifications. Construction, professional services, and operations solicitations may contain such clauses, but the requirements must be justified. However, the requirements may not be restrictive to permit limiting competition to a select group of firms and Federally funded procurements shall not contain geographic restrictions.

Such provisions shall clearly state the TACC may reject bids from any potential suppliers that do not meet the requirements stated in the qualification clause. Included in such clause shall be requirements that bidders demonstrate they are regularly engaged in the manufacture, construction, or provision of the work or product called for in the procurement and that they have the necessary resources, facilities, and personnel to perform the contract. Bidders shall be required to furnish adequate references to verify their qualifications.

### 5.7.2 Sample Agreement

A Proposed Agreement should be included in the solicitation. The evaluation, selection, potential negotiations, or other factors may require amendment of the proposed version.

1. **Contents.** Agreements will contain, as a minimum, reference to or revised versions of the following elements.
  - a. Description of the Scope of Work, product, or service;
  - b. Price and payment terms;
  - c. Delivery schedules;
  - d. Provisions for: termination for cause, termination for convenience and the basis for determining settlement costs;
  - e. Applicable FTA clauses;
  - f. Administrative, contractual, or legal remedies in cases where contractors violate or breach contract terms, to include sanctions and penalties;
  - g. Amendment provisions.
2. **Contract Modification.** Whenever a change is required to an existing contract, whether determined by TACC or a contractor, a cost change proposal will be submitted. The proposal will be in such detail and clarity to be understood by TACC as to its impact on: existing scope of work; dollar value of the contract; and time required to complete work. If Federally funded, a cost or price analysis is required for all modifications exceeding the simplified acquisition threshold which is \$350,000.
3. **Exercise of Options.** If options in contracts are available, such options shall be in accordance with the terms and conditions stated in the solicitation and in the initial contract. The option price should be equal to or better than prices available in the market, or the option should be more advantageous at the time the option is exercised.

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### 5.7.3 Selection of Contractor

1. **Opening.** Formal bids shall be opened at the exact time and location advertised, and the opening shall be open to the general public, including bidders. Pertinent portions of Bids shall be read aloud and recorded. Staff shall document the names and affiliation of those present and the results in the project file. Requests for Proposals or Qualification Based Selections involve receipt of confidential proposals. Those proposals are not to be opened publicly and the entire evaluation process is confidential until a recommendation to award the contract is determined.
2. **Evaluation of Responses.** The Grants and Procurement Manager and PM and not less than one other staff member shall form a committee to evaluate Bids. For Proposals and Statements of Qualifications, the committee should be at least three people. For larger or more complex projects, additional participants may be engaged, including relevant staff, representatives of outside agencies, advisors, and stakeholders.
3. **Detailed Evaluation Criteria** included in the solicitation shall be applied by the evaluation committee, either separately or jointly as determined by the Grants and Procurement Manager who shall coordinate this evaluation. Care must be taken to ensure that any contracts requiring the payment of prevailing wages have those wages for the various trades taken into account when calculating labor costs, and that the time required to complete the work is acceptable to TACC.
4. **Basis for Selection and Recommendation.** For any contract worth \$50,000 - \$100,000, a recommendation for award shall be made to the ED. For any contract worth more than \$100,000, the Grants and Procurement Manager will formulate a recommendation to the TACC Board of Directors for contract award, based on results of the evaluation and factors below.
5. **For IFB** solicitations, the selection will be awarded to the lowest responsive, responsible bidder as defined above and below. See also the detailed instructions in Invitation for Bid.
  - a. **Responsive.** A responsive bid conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the bidder. Among factors to be considered in evaluating the responsiveness of bidders are: completion and accuracy provided in the bid, lack of any conditions in the bid, and conformance with detailed specifications. For any findings of a potential bidder being determined as not responsive, a memorandum will be placed in the project file noting the basis for this determination. Such memorandum will include documents, reports, and analyses to support the determination.
  - b. **Responsible.** Solicitations will be structured so as to obtain information to be used in determining if potential contractors are responsible, to include:
    - i. Financial resources adequate to perform the contract; or the ability to obtain them.
    - ii. Ability to meet the required delivery or performance schedule.
    - iii. Satisfactory record of performance.
    - iv. Satisfactory record of integrity and business ethics.
    - v. Necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them.
    - vi. Compliance with applicable licensing, tax laws and regulations.
    - vii. Necessary production, construction, technical equipment and facilities, or the ability to obtain them.
    - viii. Compliance with Affirmative Action and, if applicable, Disadvantaged Business Program requirements.
    - ix. Other qualifications and eligibility criteria necessary as determined by TACC.

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- x. For federally-funded procurements, the recommended contractor must also have executed all required certifications prior to contract award. The certifications will vary on the value of the procurement but every procurement shall include the certificate on Federal Tax Liability and Recent Felony Convictions.
6. **For an RFP Solicitation**, the published evaluation criteria will allow for numerically valued scoring. The highest score determined by the evaluation committee would determine the successful proposer. The proposer offering the best overall value and being the closest in meeting the criteria designated in the Solicitation would be selected. This may or may not be the supplier offering the lowest price. Price as well as other factors will be considered in the selection. Attempts may be made to negotiate a lower price with potential contractors and results documented. See also the detailed instructions in Request for Proposals.
  7. **For a QBS Solicitation**, the published evaluation criteria will allow for numerically valued scoring to determine the firm best qualified to meet TACC's needs. The highest score determined by the evaluation committee would determine the most highly qualified proposer. The ED and/or the Grants and Procurement Manager along with the PM would initiate negotiations with that firm. If an acceptable dollar amount can be achieved, a contract or purchase order would be awarded. If negotiations with the highest qualified firm do not result in a fair and reasonable price, negotiations will be undertaken with the next best qualified. This process will continue until a supplier and fair and reasonable price have been agreed upon. See also the detailed instructions in the selection on Qualification Based Selections.

#### **5.7.4 Award**

1. After the completion of the selection process, the Grants and Procurement Manager will notify the recommended contractor. For Micro, Small, or Emergency procurements, the Manager will ensure that all required submittals have been received, the terms are correct and will send it to the selected contractor for signature and documentation of insurance coverage as required. For Small procurements, the Manager shall also notify the firms not recommended for award. A notice of proposed award shall be sent to the unsuccessful offerors in sufficient time to ensure that no timely protest can be filed after board approval.
2. For Major procurements, subject to the approval of the ED, the Grants and Procurements Manager shall ensure all required submittals are received, including insurance certificates, and shall write a staff report to the Board of Directors recommending award of the contract to the selected contractor. The ED or designee is authorized to approve and execute all agreements. Procurements which exceed \$100,000 require approval of the Board of Directors prior to contract execution.
3. For construction contracts, the contract is executed following approval by the Board. The awardee is then requested to provide the required insurance certificate and the bonds within a specified time period. Failure to provide the required documents may result in termination of the contract for default.

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## **6 INVITATION FOR BID (IFB)**

### **6.1 Application**

The following procedure is to be used for the purchase of supplies and equipment; and public works contracts exceeding the Small Purchase threshold established by the TACC Board of Directors. At this time, that limit is \$50,000. If appropriate, an IFB may be used for the purchase of services.

Award is made to the lowest responsive responsible bidder.

### **6.2 General Procedures**

Formal IFBs shall be publicized at least once in a newspaper of general circulation at least 10 days prior to the receipt of bids.

In the solicitation document, TACC is to reserve the right to accept or bids, to cancel the procurement and/or to waive minor informalities. Every solicitation must note that TACC will not pay any offeror or prospective offer's bid preparation costs under any circumstances.

Late bids will not be accepted and will be returned unopened to the bidder.

Bids that are received by the time specified shall be publicly opened and read aloud at the time and place identified in the Notice.

### **6.3 IFB Document Structure and Content**

An IFB will typically contain the following sections:

- Notice of Invitation for Bids – includes purpose, period of performance, due date, submittal requirements, validity of bid, pre-bid meeting information and other relevant information.
- Instructions to Bidders – includes all instructions to bidder including protest procedures, preparation of bids, selection process including the Basis of Award and other necessary instructions.
- General Conditions – standard clauses including definitions, data rights, changes, legal clauses, and other specific clauses that typically do not change.
- Special Provisions – includes special requirements that specifically apply to the resulting contract. This includes period of performance, payment provisions, option information (if applicable), insurance requirements, and other special requirements.
- Scope of Work / Technical Specification.
- Forms and Certifications – all forms and certifications that apply to the IFB including the pricing forms.
- Contract – a draft contract shall be included.
- Appendix – any other relevant documents that should be provided to proposers.

### **6.4 IFB Selection Process**

Award is made to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the IFB, is the lowest in price.

In determining the identification of the lowest responsive bidder, TACC shall review the Bid Form and all certifications for completeness and accuracy. If applicable, this will include compliance with Buy America requirements.

TACC will also review relevant documents to determine that a bidder is considered responsible. This includes determining that the bidder has:

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- Sufficient financial strength, resources, and capability to finance the work to be performed and to complete the Contract in a satisfactory manner,
  - Has sufficient physical resources to perform the work,
  - Evidence of satisfactory performance and integrity on prior contracts.

The IFB may include options for additional equipment, supplies or services. For option equipment, supplies or services to be purchased at a point in the future, the IFB must define how pricing for these items is to be established such as provision of a fixed price or by the use of a specific Producer Price Index or similar objective measure. The IFB must also identify approximately when the TACC would exercise the options.

In the case of a construction IFB, the IFB may include one-time optional work items which are “stand alone” pieces of work that the TACC may include in the award if there is sufficient funding. The IFB must define the Basis of Award in the IFB instructions. For example, the Basis of Award will be the lowest Grand Bid Total submitted by a responsive, responsible bidder. The total will consist of the base bid amount weighted at 80% and any optional work elements listed in order of importance. The optional work elements will be assigned a weight not to exceed 20%.

The actual contract award amount will consist solely of the total price for the base bid and any option work elements which the TACC elects to exercise at the time of award. Any optional work item not exercised at the time of bid award is null. This process ensures that the bidder does not submit an unbalanced bid.

## **6.5 Documentation Required**

A document which describes the selection process shall be created for each IFB. The document shall include a listing of all bidders and their bid prices. The document should describe the review process and the rationale for the proposed contract award.

## **6.6 Federal Requirements**

For federally funded projects, the following additional requirements apply.

- The Grants and Procurement Manager shall review the clause matrix contained in Federally Funded Purchase Procedures and include all appropriate clauses in the solicitation document and resulting contract. The Manager shall also include all required certifications including but not limited to the Lobby Certification, Buy America (if applicable) and Federal Tax Liability and Recent Felony Convictions certificate.
- As appropriate, a Small Business goal may be set for the specific project.
- The Grants and Procurement Manager shall obtain an Independent Cost Estimate (ICE) prior to the issuance of the IFB. The ICE should be of sufficient detail to permit the evaluation of the bid prices. If an outside Architect or Engineer prepares the technical specifications, that firm should also provide the ICE and assist in the evaluation of the bids.
- For construction contracts, the Infrastructure Investment and Jobs Act included the Build America, Buy America Act. It requires that no federal funds for infrastructure be used for projects unless all iron and steel, manufactured products and construction materials be produced in the U.S. The initial implementing guidance for these requirements is contained in 2 CFR 184. TACC’s IFB documents must ensure that bidders are aware of the requirements and certify compliance. Only those portions of 2 CFR 184 defining the requirements for construction materials apply. All other matters are controlled by FTA’s Buy America regime.
- FTA requires that the file documentation include a written record of procurement history which includes the following minimum information:
  - the rationale for the procurement method used,

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- the contract type and the rationale for the selection of the contract type,
  - the reasons for contractor selection or rejection, and
  - the determination of price reasonableness. (In determining price reasonableness, a price analysis will be completed and documented.)
- The TACC must also document that the awardee is a responsive, responsible vendor. For all procurements over \$25,000, the FTA requires that the Recipient verify that the selected supplier is not debarred or suspended by checking the website [sam.gov](http://sam.gov). Appendix A.5 contains information on how to perform that process. Screen prints of the resulting search are to be included in the procurement file. Appendix A.1 also contains a form to document responsiveness and responsibility which is to be completed prior to contract award.
  - In the event the bid includes options for additional supplies or equipment, the Manager shall insure that the options are “evaluated” as a part of the bid review process. A file memorandum should be created to document the evaluation of the options. This is to avoid having the options being considered as “sole source.”

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## 7 REQUEST FOR PROPOSAL (RFP)

### 7.1 Application

The following procedure is to be used for competitively negotiated procurements for contracts:

- Awarded on the basis of both price and non-price factors.
- Contracts exceeding the Small Purchase threshold established by the TACC Board of Directors.

In addition, this procedure does not cover any additional requirements required under the Brooks Act (federally funded) or applicable Michigan Mini-Brooks Act. (See Section 9, Qualification Based Selection (QBS) Procedure for additional information on that type of procurement.)

### 7.2 Procedures

Formal RFPs are publicized consistent with section 5.8, above.

TACC shall reserve the right to award based on initial proposals, to accept or reject proposals, to cancel the procurement and/or to waive minor informalities. Every solicitation must note that TACC will not pay any offeror or prospective offer's bid preparation costs under any circumstances.

Proposals that are not received by the date and time specified in the solicitation document will not be accepted and will be returned to the proposer unopened.

Proposals will not be publicly opened and all information regarding the proposals and the evaluation process shall be confidential until the recommendation for award is made.

### 7.3 RFP Document Structure and Content

An RFP will typically contain the following sections:

- Notice of Request for Proposals – includes purpose, period of performance, due date, submittal requirements, validity of proposals, pre-proposal information, and other relevant information.
- Instructions to Proposals – includes all instructions to proposers including protest procedures, preparation of proposals, evaluation and selection process including the Basis of Award and other necessary instructions.
- General Conditions – standard clauses including definitions, data rights, changes, legal clauses, and other specific conditions that typically do not change.
- Special Provisions – includes special requirements that specifically apply to the resulting contract. This includes period of performance, payment provisions, option information (if applicable), insurance requirements, and other special requirements.
- Scope of Work – technical requirements.
- Forms and Certifications – all forms and certifications that apply to the RFP including the pricing forms. If a firm fixed price contract is to be awarded, then only lump sum pricing should be requested. TACC should rarely request detailed cost data – (labor categories, number of hours, hourly rates, overhead, and profit) unless mandatory as federal regulations would then require that a cost analysis be done instead of a price analysis.
- Contract – a draft contract shall be included with the solicitation document.
- Appendix – any other relevant documents that should be provided to proposers.

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## 7.4 RFP Selection Process – Technically Acceptable Low Price Selection Process

The Technically Acceptable Lowest Price (TALP) selection process is used when the TACC awards the contract to the technically acceptable proposal with the lowest evaluated price. It is an alternative to a sealed bid process. TALP is generally used when there will be no significant differences between the products or services offered by different vendors; the specifications are detailed; the proposer's discretion on performing the work is limited; or the scope of responsibility of the successful contractor will not be extensive. Examples of some of the services where this procurement type could be used are drug testing, bus inspection services or security guard services.

For TALP, the RFP document must include specific evaluation criteria that are "pass or fail" and are provided in enough detail to enable a proposer to determine what documentation must be submitted to verify compliance with the requirement. The RFP shall specify that award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors.

The proposals are received and then evaluated against the "pass or fail" criteria. The price proposals are NOT opened until it is determined which firms "pass" the evaluation criteria. Once the acceptable proposals are identified, the price proposals of only those firms are opened. Unless otherwise authorized, the contract resulting from the use of the TALP selection process shall be approved by the Executive Director or the TACC Board of Directors.

## 7.5 RFP Selection Process – Weighted Guidelines (Explicit Factors) Process

The other type of RFP selection process is the Weighted Guidelines (Explicit Factors). This selection process is used when the TACC awards the contract to the proposal with the highest score. This proposal may or may not be the lowest cost. This process is generally used when there could be significant differences in the approach offered by different proposers; the specifications are not fully defined; the proposer has discretion on performing the work; or the scope of responsibility of the successful contractor is extensive.

For this type of procurement, the evaluation criteria must be listed in the RFP document. For example, the evaluation criteria may include:

- Past Performance
- Technical Approach or Project Plan
- Qualifications of the Firm
- Qualifications of Staff
- Cost or Price Proposal

The evaluation criteria must be listed in descending order of importance or may be listed with weights being assigned for each criteria area. Either is correct.

Internally, weights are always be assigned to each criteria including cost/price proposal.

When scoring the pricing, the prices are typically "normalized." This is done using the following formula. The lowest price proposal receives 100% of the points established for pricing. Higher proposals are given proportionate amount of these points by using the following formula.

$$\text{Proposer Price Score} = \frac{\text{Lowest Proposed Price}}{\text{Proposer's Price}} \times \text{Total Number of Price Points}$$

If appropriate, the Purchasing Officer may also include minimum qualifications such as:

- "X" years of relevant experience for the Firm

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- “X” years of relevant experience for the proposed Project Manager

If minimum qualifications are included, ONLY firms meeting the minimum qualifications will be evaluated further. However, the minimum qualifications shall not be used to exclude otherwise acceptable proposers. As such, minimum qualifications should normally be listed as ‘desired’ rather than ‘required.’

If included in the evaluation process, the Purchasing Officer may require presentations. If presentations are expected, the evaluation criteria should include the scoring of presentations.

Once proposals are received, the following basic procedure is as follows:

1. An offeror's qualifications will be evaluated and the strengths/weaknesses noted on evaluation forms;
2. If required, a short list (competitive range) of the highest rated firms may be developed.
3. Negotiations may be held with all firms or the firms in the competitive range. If negotiations are held with one firm, they will be held with all firms or the firms in the competitive range. Negotiations will be used to resolve any outstanding issues.
4. Revised proposals may be requested.
5. Once negotiations are concluded, TACC may request a best and final offer (BAFO). The BAFO will typically request final pricing and should document any agreements reached during negotiations.
6. The BAFOs will then be scored and award will be recommended to the highest rated firm.

The contract resulting from the use of the RFP Procedure shall unless otherwise authorized be approved by the TACC Board of Directors. All proposers shall be notified of the award recommendation in writing.

## **7.6 Debriefing**

An unsuccessful proposer may request a debriefing to understand why it was not recommended for award. This is a post-award process and it is typically done verbally. It should not include a point-by-point comparison of the proposal with other offerors but will focus on the strengths and weaknesses of that proposal. Any debriefing should not reveal any information prohibited from disclosure by law or exempt from release under the [applicable public records laws], including trade secrets, or privileged or confidential commercial or manufacturing information. A summary of any debriefing should be included in the contract file. All debriefing should be deferred until the related contract has been fully awarded.

## **7.7 Documentation Required**

A document which describes the selection process shall be created for each RFP. The document shall include a listing of all proposers and their ranking. The document should describe the strengths/weaknesses of each proposal and include the rationale for the proposed contract award.

## **7.8 Federal Requirements**

For federally funded projects, the following additional requirements must be used:

- The Grants and Procurement Manager shall review the clause matrix contained in Federally Funded Purchase Procedures and include all appropriate clauses in the solicitation document and resulting contract. The Manager shall also include all required certifications including but not limited to the Lobby Certification, Buy America (if applicable) and Federal Tax Liability and Recent Felony Convictions certificate.
- The Manager shall obtain an Independent Cost Estimate (ICE) prior to the issuance of the RFP. As appropriate, the ICE should be of sufficient detail to permit the evaluation of the price proposals or the cost proposals. In the rare event that cost elements (labor categories, estimated number of hours, estimated hourly rates, etc.) are being requested, the ICE must also show that same level of detail.

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- FTA requires that the file documentation include a written records of procurement history that contains the following minimum information:
    - the rationale for the procurement method used,
    - the contract type and the rationale for the selection of the contract type,
    - the reasons for contractor selection or rejection and
    - the determination of cost reasonableness.

Appendix A.6 contains a sample form to document these items.

- The TACC must also document that the awardee is a responsive, responsible vendor. For all procurements over \$25,000, the FTA requires that the Recipient verify that the selected supplier is not debarred or suspended by checking the website [sam.gov](http://sam.gov). Appendix A.5 contains information on how to perform that process. Screen prints of the resulting search are to be included in the procurement file. Appendix A.9 contains a form to document responsiveness and responsibility as well as debarment or suspension.
- In the event the RFP includes options, the Manager shall insure that the options are “evaluated” as a part of the evaluation process. A file memorandum should be created to document the evaluation of the options.

FTA requires that when cost proposals are received, reviews of the proposed cost proposals must be carried out under FAR Part 31 cost principles and profit will be separately negotiated wherever possible. Overhead and G&A rates must be supported by an audit conducted in accordance with FRA Part 31.

The TACC will 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. TACC will negotiate these costs including the proposed profit. TACC will attempt to keep all such cost data confidential to the extent permitted by law.

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## 8 QUALIFICATION BASED SELECTION (QBS) PROCEDURE

### 8.1 Application

The following procedure is to be used for service contacts conducted under the Brooks Act (federally funded) or appropriate Michigan Mini-Brooks Act statutes.

### 8.2 Definition

Brooks Act – Applies to federally funded professional service contacts that are directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property. The services are described in 49 U.S.C. Section 5325(b) and includes program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.

Michigan Mini-Brooks Act – The Michigan Legislature passed a Concurrent Resolution in 1987 (No. 206) urging state and local agencies to adopt the QBS process for selecting design professionals. TACC shall comply with state and local procedures where not related to a federal project.

### 8.3 Basic Procedures

A Qualification-Based Selection (QBS) is conducted using a Request for Qualifications (RFQ) process. The procedures for the RFQ are similar to the procedures for the Formal Request for Proposals except there is no request for a cost proposal and cost cannot be a factor in the selection process. The requirement is to obtain qualifications of the firms to best suit the needs of the TACC. TACC may use a “fill in the blank” type form to obtain qualification information. Appendix A.4 contains GSA Standard Form 330 which is a sample form that can be used for this purpose.

Once proposals are received, the following procedure is followed:

1. An offeror's qualifications shall be evaluated and scored according to the criteria contained in the RFQ;
2. A Responsiveness Checklist should be completed for each firm.
3. Interviews may be conducted to clarify any weaknesses and/or to obtain additional information. If interviews are conducted, interviews will be held with all firms unless a competitive range was established to reduce the number of firms being considered for award.
4. A summary of the process will be created. It will describe the process and will list all firms that responded in order of the most qualified firm to the least qualified firm.
5. A cost proposal will then be requested from only the most qualified firm.
6. Cost negotiations will be conducted with only that firm.
7. Failing agreement on cost, the firm is officially notified that negotiations are at an impasse and thus the firm will no longer be considered. A cost proposal is then requested from the second most qualified firm. Serial negotiations with the next most qualified firm will be conducted until a contract award can be made to the most qualified firm whose cost is fair and reasonable to TACC.
8. For Federally-funded projects, an audit of the provisional overhead rate and cost analysis **must** be conducted prior to contract award because there is no price competition. The audit must be conducted according to the Federal Acquisition Regulation (FAR) Part 31 – Contract Cost Principles and Procedures. Following resolution of any audit findings, the final contract amount and contract type are negotiated.
9. All proposers are notified in writing of the proposed award. See Appendix A.8 – Notice of Intent to Award form.

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The contract resulting from the use of the QBS Procedure shall be awarded and approved according to the TACC Purchasing Policy.

## 8.4 Documentation Required

A document which describes the selection process shall be created for each QBS procurement. The document is to contain a list of all proposals and their ranking. The document shall describe the strengths/weaknesses of each proposal and shall include the rationale for the proposed contract award.

Appendix A.10 contains a sample evaluation form for RFPs that can be “customized” for a QBS process. Appendix A.9 also contains a Responsiveness/Responsibility form that should also be completed for each proposal. These forms should be used regardless of the type of funding.

## 8.5 Federal Requirements

For federally funded projects, the following additional requirements must be used:

- The Grants and Procurement Manager shall review the clause matrix contained in Federally Funded Purchase Procedures and include all appropriate clauses in the solicitation document and resulting contract. The Manager shall also include all required certifications including but not limited to the Lobby Certification and Federal Tax Liability and Recent Felony Convictions certificate.
- The Grants and Procurement Manager shall obtain an Independent Cost Estimate (ICE) prior to the issuance of the RFQ if the value of the proposed contract exceeds \$350,000. It is recommended that an ICE be created for small contract amounts to assist TACC in the negotiation process. The ICE should be of sufficient detail (labor categories, estimated number of hours, estimated hourly rates, etc.) to permit the evaluation of the cost proposal.
- FTA requires that the file documentation include the written record of procurement history that includes the following minimum information:
  - the rationale for the procurement method used,
  - the contract type and the rationale for the selection of the contract type,
  - the reasons for contractor selection or rejection, and
  - the determination of cost reasonableness.

Appendix A.6 contains a sample form to document these items.

- The TACC must also document that the awardee is a responsive, responsible vendor. For all procurements over \$25,000, the FTA requires that the Recipient verify that the selected supplier is not debarred or suspended. Appendix A.9 contains a form to document responsiveness and responsibility as well as debarment or suspension.

Federally funded procurements usually prohibit geographic preferences. However, this prohibition does not apply to A&E contracting if an adequate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project. (In this case, an adequate number of firms should be at least 2-3 firms.)

FTA requires that when cost proposals are received for procurements involving the QBS procedure, reviews of the proposed cost proposals must be carried out under FAR Part 31 cost principles and any overhead rate must be calculated by an audit conducted in accordance with FAR Part 31..

The TACC will 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. TACC will negotiate costs including the proposed profit. TACC will attempt to keep all such cost data confidential to the extent permitted by law.

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## 9 CONTRACT ADMINISTRATION SYSTEM

The intent of the contract administration system is that each procurement file, standing alone and without need of interpretation or augmentation by the ED, the Grants and Procurement Manager, the PM or other staff member, demonstrates that TACC and the contractor have complied with the terms of the contract. Further this system will fully document that any contractual or administrative issues in dispute have been addressed and settled.

### 9.1 Project Files

Each Project File maintained during the project by the Grants and Procurement Manager is a record detailing the history of each procurement. Technical files may be maintained by the PM but official contract files should be in a central location maintained by the Grants and Procurement Manager.

Typically, the files maintained by Grants and Procurement Manager should include:

1. Rationale for the method of procurement;
2. Rationale for selecting contract type
3. Independent Cost Estimate;
4. Cost/Price analysis; record of determination that cost is fair and reasonable;
5. Contractor selection and rejection criteria
6. Evaluation of submittals received;
7. Written record of selection of suppliers for negotiation and contract award;
8. Summary of cost/price negotiations, as appropriate;
9. Determination of reasonable contract cost compared to independent cost estimate;
10. All correspondence between TACC and contractor.
11. Copies of published public notices of proposed contract action;
12. A list of all bidders and proposers contacted;
13. All quotes, bids and proposals received;
14. Purchase orders;
15. Contract close-out documents.
16. Procurement documents;
17. Justifications of sole source, emergency procurement, single bid received, etc.;
18. Staff reports prepared for approval by TACC Executive Director or the Board of Directors and minutes reflecting approval granted or other direction by the TACC Board;
19. Contracts and contract modification documents.

Upon closeout, all files will be consolidated and filed.

### 9.2 File Audits

TACC may conduct random audits of the contract administration system. The intent of the audit is to ensure that each procurement file is complete and does not require interpretation or augmentation of the program manager or other staff member.

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## 9.3 Contractor Oversight

The PM has the primary responsibility for ensuring contractors perform in accordance with contract requirements, producing services and products that meet TACC requirements, are delivered on time and within established budgets. While not exhaustive, the following are topics are areas of emphasis for the Agency.

### **Small Business and Disadvantaged Business Enterprise (DBE) Program**

As appropriate, Small Business and/or DBE requirements must be included in every federally assisted solicitation. The extent of DBE incorporation is subject to the most recent guidance issued by the US Department of Transportation and 49 CFR Part 26. Unless related to a project fully funded with state and local funds (i.e., no federal assistance), no MBE, WBE, or other program may be included.

The PM must conduct oversight of contractor SBE/DBE compliance including monitoring and enforcement to ensure that work committed to SBEs/DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the firms to which the work was committed. This must include a written certification that the PM has reviewed contracting records and monitored work sites for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract). See 49 CFR 26.37.

### **Prompt Payment of Subcontractors and Suppliers**

For contracts related to a federal project, 49 CFR 26.29 requires, inter alia, that prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

TACC must collect sufficient records from the contractor to establish compliance with these prompt payment requirements.

### **Prevailing Wages**

TACC requires its contractors to pay the highest of applicable federal or state prevailing wages. The appropriate TACC staff person must review certified payroll documents related to construction projects or similar records to ensure contractors comply with prevailing wage requirements. This includes verifying the wage rates by conducting job site interviews.

### **Buy America**

FTA assisted contracts must include appropriate Buy America (and *Build America Buy America Act*) certifications. The PM is responsible to conduct adequate checks on all materials affected by US content requirements to ensure compliance.

- For FTA rolling stock procurements where the value exceeds \$150,000, a Pre-Award Buy America audit must be conducted prior to award of the contract. This The procedures for conducting the audit and the required certifications are found in FTA Report 0106, [Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements](#).
- Prior to taking title to any vehicle to TACC, TACC putting any vehicle in revenue service, or TACC issuing the final payment for the vehicle, a Post-Delivery Buy America audit must be conducted. The procedures for conducting the audit and the required certifications are found in FTA Report 0106, [Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements](#).

The audits may be conducted by qualified TACC staff or by a third-party contractor hired by TACC.

### **Time and Materials (T&M) Contracts**

T&M should only be used when no other contracting method is appropriate. This determination must be made and documented in the contract file. The resulting contract must include a ceiling price that the contractor exceeds at its own risk.

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Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

The nature of T&M contracts requires the Grants and Procurement Manager and the appropriate PM to carefully oversee and track expenditures to ensure contractors perform diligently, within established not-to-exceed amounts, and make reasonable progress toward contract goals. Regular reviews of oral or written progress and expenditure reports are key to performance monitoring.

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## Appendix A Sample Forms

This Appendix contains sample forms that to be used by MTA personnel in meeting requirements contained in the MTA Procurement Policy.

- Appendix A.1 Bid Responsiveness – Responsibility Checklist
- Appendix A.2 Contract Closeout Checklist
- Appendix A.3 FTA Clause Matrix – August 2025
- Appendix A.4 GSA Standard Form 330
- Appendix A.5 How to Check Suspension and Debarment
- Appendix A.6 Informal Quote Form
- Appendix A.7 Micro-Purchase Fair and Reasonable Price Determination
- Appendix A.8 Notice of Intent to Award
- Appendix A.9 RFP – Responsiveness – Responsibility Checklist
- Appendix A.10 Sample Evaluation Form – RFP – QBS
- Appendix A.11 Sole Source Justification Form
- Appendix A.12 Written Record of Procurement History

## Appendix A.1 Bid – Responsiveness/Responsibility Checklist

Use the following checklist to check responsiveness and responsibility for each bidder for every formal procurement over \$50,000. Use one form per firm. List any additional certificates in the space provided. Use additional pages if necessary. Backup documentation such as internet reports or reports from credit agencies should be attached to verify responsibility determinations.

<b>RESPONSIVENESS</b>	<b>Y</b>	<b>N</b>	<b>NA</b>
Bid Letter Signed by Duly Authorized Official & Notarized if required.			
Addenda ___ thru ___ acknowledged			
All Forms Completed (reference Bid Document Requirements)			
List of Proposed Subcontractors – required for all construction contracts – PCC 4107.			
DBE/SBE Goal Affidavit			
<b>Bidder Completely Filled Out &amp; Signed the Following Certifications:</b>			
Cert. Federal Lobbying (\$100,000 and over)			
Cert. Prospective Contr. Suspension and Debarment Cert (\$25,000 and greater)			
Cert. Lower Tier Suspension and Debarment Cert (\$25,000 and greater)			
Buy America Cert. – Steel or Manufactured Products			
Buy America Cert. – Rolling Stock			
Build America – Buy America – Construction Materials – 2 CFR 184			
Conflict of Interest Certificate			
Federal Tax Liability and Recent Felony Conviction Certificate (all FTA funded)			
Bid Bond Received (5% of Total Value) – if Construction			
Verification of Bid bond for adequacy			
Evidence of Proper License & verification of license			

\* any certifications with exceptions noted by Bidder must be reviewed by Executive Director and/or Legal prior to completing responsiveness review

<b>RESPONSIBILITY REVIEW</b>	<b>Y</b>	<b>N</b>	<b>Ref</b>
1) Integrity and ethics			
2) Debarment and suspension			
3) Public Policy			
4) Fair Labor Standards Act compliance			
5) Financial and technical resources			
6) Past performance			
7) Tax liability and felony convictions			

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A.2 Contract Closeout Checklist

### FOR ALL CONTRACTS OVER \$50,000

Date \_\_\_\_\_  
 Contract Number \_\_\_\_\_ Contract Value \_\_\_\_\_  
 Effective Date of Contract \_\_\_\_\_  
 Change Order(s) Date and Dollar Amount (if none, so state) \_\_\_\_\_  
 \_\_\_\_\_  
 Project Manager (name/signature) \_\_\_\_\_

Completion of this Checklist certifies that contractor/supplier/supplier has completed work/services described in the contract and any change orders. Note the status (e.g. "received;" "completed;" "accepted" etc.) and the date for each work item. After completion, form is to be placed into Contract File. (As appropriate, this form may be used for contacts of a lesser amount.)

Work Item	Status	Date
1. Resolution of all contract changes		
2. Perform Post-Delivery Buy America audit and execute required Post Delivery Certificates (See Note)		
3. Determination of any liquidated damages IF LDs are assessed for construction, these are to be deducted from the final invoice. See Note for how LDs are handled for Rolling Stock.		
4. Review of insurance claims. Determination if funds need to be withheld from final payment to cover unsettled claims against Contractor/Supplier		
5. Verify settlement and prompt payment of all sub-contracts by prime contractor/supplier		
5. Performance of required inspections/tests/etc. (Place results in the file.)		
6. Contractor Performance Report		
7. All submittals/deliverables/services completed: <ul style="list-style-type: none"> <li>▪ Reports</li> <li>▪ Test results and acceptance documentation</li> <li>▪ Final payroll records/wage rate certifications</li> <li>▪ Warranties/Guarantees</li> <li>▪ "As-Built" Drawings, Blueprints</li> <li>▪ Manuals and publications</li> </ul>		
8. Final invoice <ul style="list-style-type: none"> <li>▪ Consent of surety to release final payment</li> <li>▪ Retention should be listed separately</li> </ul>		
9. Contractor's Affidavit of release of liens (Construction contracts)		

<b>Work Item</b>	<b>Status</b>	<b>Date</b>
10. Contractor's general release (to TACC) from any further claims/liabilities (Construction)		
11. Notification to Surety of release from any performance bonds		

NOTE – Post-Delivery Buy America Audits – This audit should be done as soon as the first production vehicle is started on the production line. 49 CFR 663.31 requires the audit be completed prior to title being transferred to the TACC. By that point, all parts have been ordered/received and the manufacturer should have all required invoices. The person or firm performing the audit cannot sign the certificates – this can only be done by the Agency's representative.

NOTE – For Liquidated Damages on Rolling Stock – If the buses that are on order will be delivered late, Liquidated Damages may be imposed as long as this requirement was contained in the contract. The LDs should be assessed for each separate vehicle and the resulting amount should be deducted from the invoice for that specific vehicle.

## Appendix A.3 FTA Clause Matrix – August 2025

### Applicability Of Third-Party Contract Provisions

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

**Includes provisions CFR 200, Master Agreement 33 (April 25, 2025) and Circular 4220.1G.**

**Citations from the Master Agreement (MA) and other relevant federal documents are noted.**

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) <b>MA 33 – §3(l)</b>	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud <b>MA 33 - §4(e)</b>	All	All	All	All	All
Access to Third Party Contract Records <b>MA 33 - §16 (S)</b>	All	All	All	All	All
Changes to Federal Requirements <b>MA 33 - §3(i)(6)</b>	All	All	All	All	All
Termination <b>MA 33 - §16(d)(2)</b>	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Civil Rights (Title VI, ADA, EEO) <b>MA 33 - §12</b>	All	All	All>\$10,000	All	All
Veteran’s Employment Preference <b>Section 2108 of Title 5 and MA 33 - §16 (u)</b>				All	
Disadvantaged Business Enterprises (DBEs) <b>MA33 - §12(e)</b>	All	All	All	All	All
Prompt Payment to Subcontractors (if not part of DBE clause) <b>49 CFR § 26.29</b>	All	All	All	All	All
Incorporation of FTA Terms <b>MA 33 - §16(a)(3)</b>	All	All	All	All	All
Debarment and Suspension <b>2 CFR Parts 180 and 1200 and MA 33 - §16(d)(7)</b>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America <b>49 USC 5323(j)(13)</b> <b>MA 33 - §16(m)</b>			>\$150,000 49 USC 5323(j)(13)	>\$150,000 49 USC 5323(j)(13)	>\$150,000 49 USC 5323(j)(13)

<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
Resolution of Disputes, Breaches, or Other Litigation – Notification of Contractor and/or Subcontractor to Agency and Agency notification to FTA <b>2 C.F.R. §180.220 - \$25,000 threshold</b> <b>2 CFR 200.318(k); 2 CRF 200 Appendix II (a)</b> <b>MA 33 - §39(b)</b>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Lobbying <b>2 CFR 200 Appendix II (I)</b> <b>MA 33 §4 (c) and 16(d)(8)</b>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air <b>2 CFR 200 Appendix II (G)</b> <b>MA 33 - §16 (d)(6)</b>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water <b>2 CFR 200 Appendix II (G)</b> <b>MA 33 - §16 (d)(6)</b>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference <b>MA 33 - §15(c)</b>			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America <b>MA 33 - §15(d)</b>	Foreign air transp. /travel.	Foreign air transp. /travel	Foreign air transp. /travel	Foreign air transp. /travel	Foreign air transp. /travel
Davis-Bacon Act <b>2 CFR 200 Appendix II (D)</b> <b>MA 33 – §16(d)(3)</b>				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act <b>2 CFR 200 Appendix II (E)</b> <b>MA 33 - §16(d)(4) OR MA 33 §24(a)</b> <b>MA 33 - §24(b) – non-construction</b>		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 and Section 2 <b>2 CFR 200 Appendix II (D)</b>				All > \$2,000 (also ferries).	
Bonding <b>2 CFR 200.326</b> <b>MA 33 - §16(n)</b>				>\$250,000	
Seismic Safety <b>MA 33 - §23.(b)</b>	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements <b>MA 33 - §24(d)</b>		Transit operations.			

<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
Transit Employee Protective Arrangements <b>MA 33 - §24(d)</b>		Transit operations.			
Charter Service Operations <b>MA 33 - §28</b>		All			
School Bus Operations <b>MA 33 - §29</b>		All			
Drug Use and Testing <b>MA 33 - §35(a)</b>		Transit operations.			
Alcohol Misuse and Testing <b>MA 33 - §35(b)</b>		Transit operations.			
Patent Rights <b>MA 33 - §17(a)(2)</b>	R & D				
Rights in Data and Copyrights <b>MA 33 - §18</b>	R & D				
Rights to Inventions Made Under a Contract or Agreement <b>2 CFR 200 Appendix II (F)</b> <b>MA 33 - §16(d)(5)</b>	R & D with Small Business or Non-Profit				
Energy Conservation <b>MA 30 - §26(i)</b>	All	All	All	All	All
Recycled Products <b>2 CFR 200.323</b> <b>MA 33 - §16(d)(9)</b>		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture <b>MA 33 - §16(l)</b>	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access <b>MA 33 - §12(h)</b>	A&E	All	All	All	All
Notification of Federal Participation for States <b>MA 33 - §37</b>	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Safe Operation of Motor Vehicles 1. Seat Belt Use 2. Distracted Driving <b>MA 33 - §34 (a) and (b)</b>	All	All	All	All	All
Prohibition on certain telecommunications and video surveillance services or equipment <b>2 CFR 200.216</b>	All	All	All	All	All

<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
Federal Tax Liabilities and Recent Felony Convictions – Requires Certification – ALL tiers <b>MA 31-§4(g)(1) and (2)</b>	All	All	All	All	All
Domestic Preferences for Procurement** <b>2 CFR 184.6 2 CFR 200.322 &amp; 2 CFR 200 Appendix II (L) – See Note below</b>				Construction materials ONLY	

\*\*On Domestic Preferences for procurement, FTA’s Buy America statute at 49 U.S.C. 5323(j) has, with some exceptions, required all steel, iron, and manufactured products used in a federally funded project to be produced in the United States. A principal effect of Build America Buy America (BABA) is to add construction materials to this list of items. BABA does not change FTA’s Buy America standards for steel, iron, or manufactured products including rolling stock (e.g., FTA does not apply the 55% cost-of-components standard to procurements).

## Appendix A.4 Standard Form 330

See following pages

A fillable PDF version of the form is at <https://www.gsa.gov/reference/forms/architectengineer-qualifications>

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 1/31/2027

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

##### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### Section B. Architect-Engineer Point of Contact.

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in this contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

**List of Experience Categories (*Profile Codes*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams ( <i>Concrete; Arch</i> )	H10	Hotels; Motels
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H11	Housing ( <i>Residential; Multi-Family; Apartments; Condominiums</i> )
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

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**List of Experience Categories (*Profile Codes continued*)**

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
		S04	Sewage Collection, Treatment and Disposal
		S05	Soils & Geologic Studies; Foundations
N01	Naval Architecture; Off-Shore Platforms	S06	Solar Energy Utilization
N02	Navigation Structures; Locks	S07	Solid Wastes; Incineration; Landfill
N03	Nuclear Facilities; Nuclear Shielding	S08	Special Environments; Clean Rooms, Etc.
O01	Office Buildings; Industrial Parks	S09	Structural Design; Special Structures
O02	Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood Plain Studies
O03	Ordnance; Munitions; Special Weapons	S11	Sustainable Design
		S12	Swimming Pools
P01	Petroleum Exploration; Refining	S13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and Distribution)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P03	Photogrammetry	T02	Testing & Inspection Services
P04	Pipelines (Cross-Country - Liquid & Gas)	T03	Traffic & Transportation Engineering
P05	Planning (Community, Regional, Areawide and State)	T04	Topographic Surveying and Mapping
P06	Planning (Site, Installation, and Project)	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
P07	Plumbing & Piping Design	T06	Tunnels & Subways
P08	Prisons & Correctional Facilities		

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

**ARCHITECT-ENGINEER QUALIFICATIONS**

**PART I - CONTRACT-SPECIFIC QUALIFICATIONS**

**A. CONTRACT INFORMATION**

1. TITLE AND LOCATION *(City and State)*

---

2. PUBLIC NOTICE DATE

---

3. SOLICITATION OR PROJECT NUMBER

---

**B. ARCHITECT-ENGINEER POINT OF CONTACT**

4. NAME AND TITLE

---

5. NAME OF FIRM

---

6. TELEPHONE NUMBER

---

7. FAX NUMBER

---

8. E-MAIL ADDRESS

---

**C. PROPOSED TEAM**

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

---

I. AUTHORIZED REPRESENTATIVE  
*The foregoing is a statement of facts.*

31. SIGNATURE

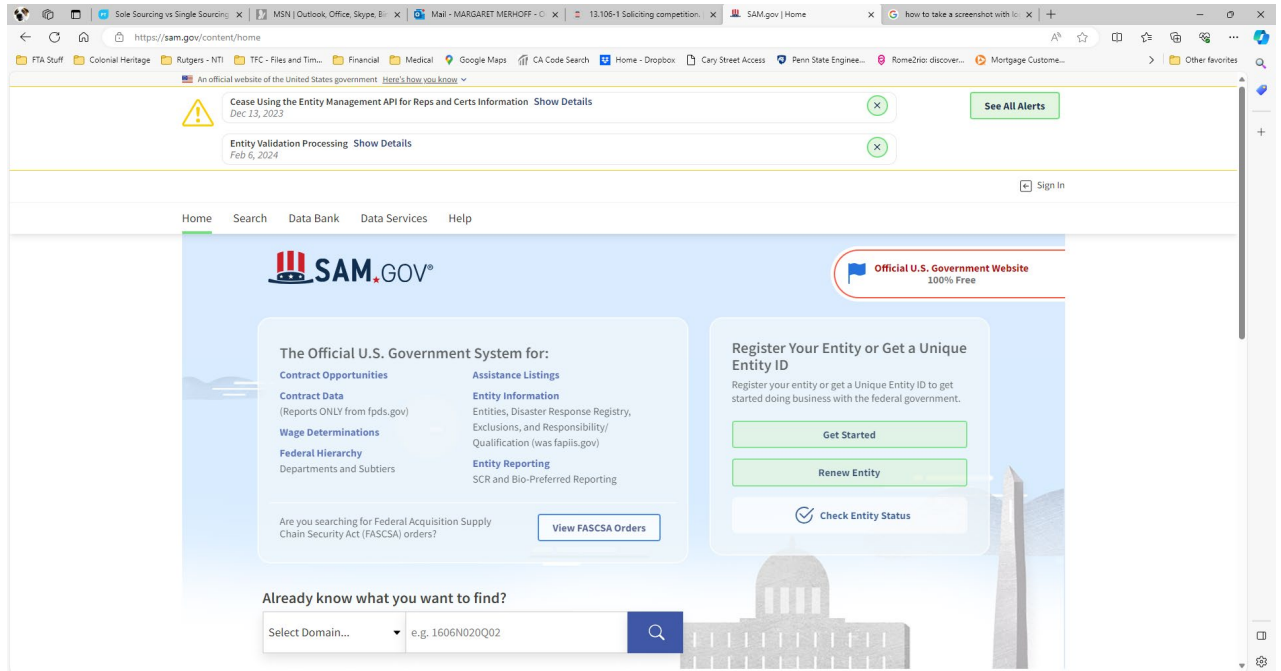
32. DATE

33. NAME AND TITLE

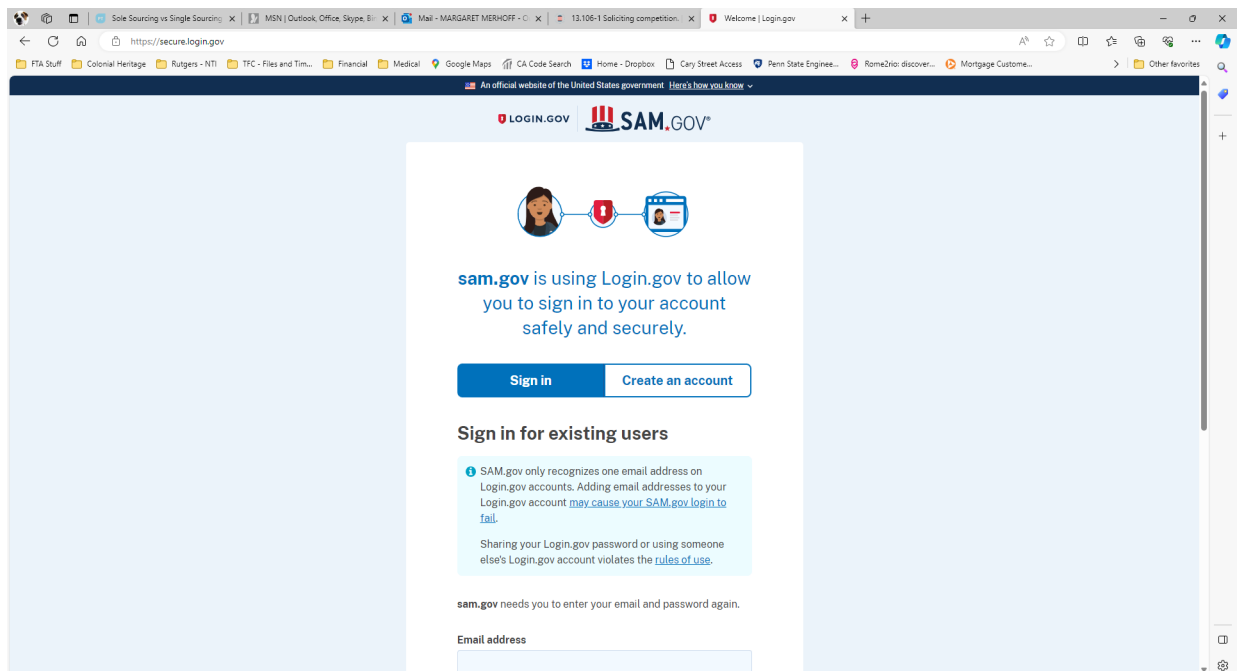


## Appendix A.5 How to Check Suspension and Debarment on SAM.gov

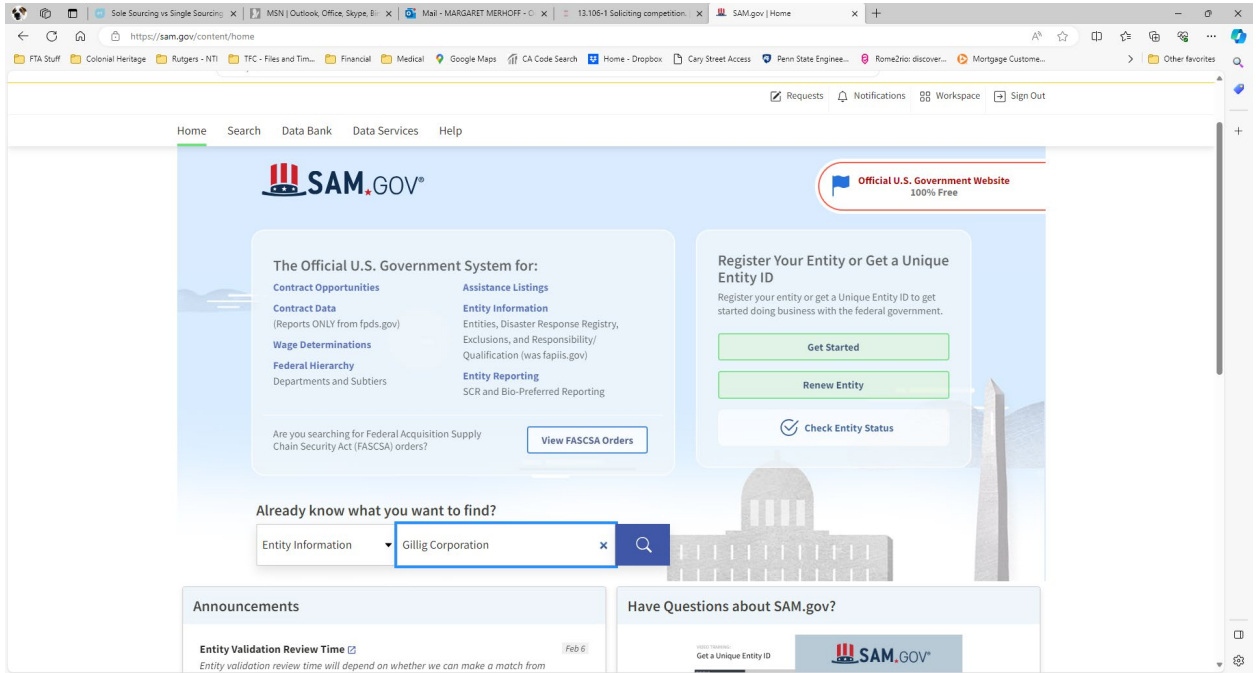
1. Navigate to [www.sam.gov](http://www.sam.gov)



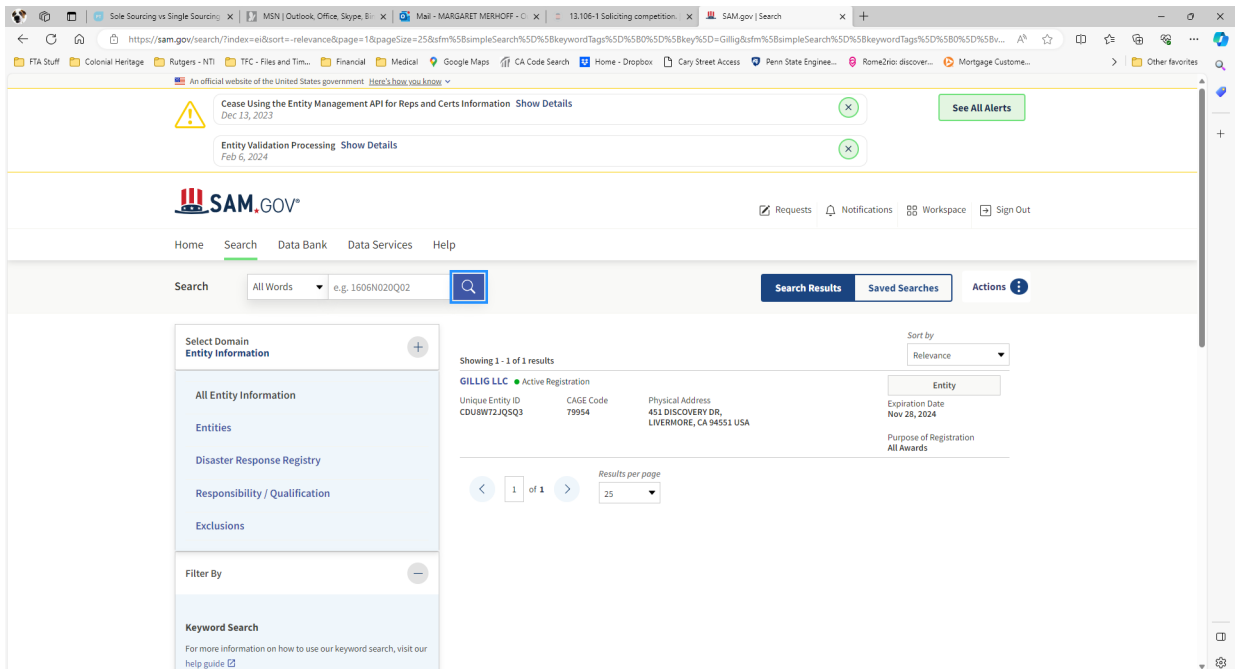
2. If you have not previously registered on sam.gov, you must first create an account. There is NO COST!



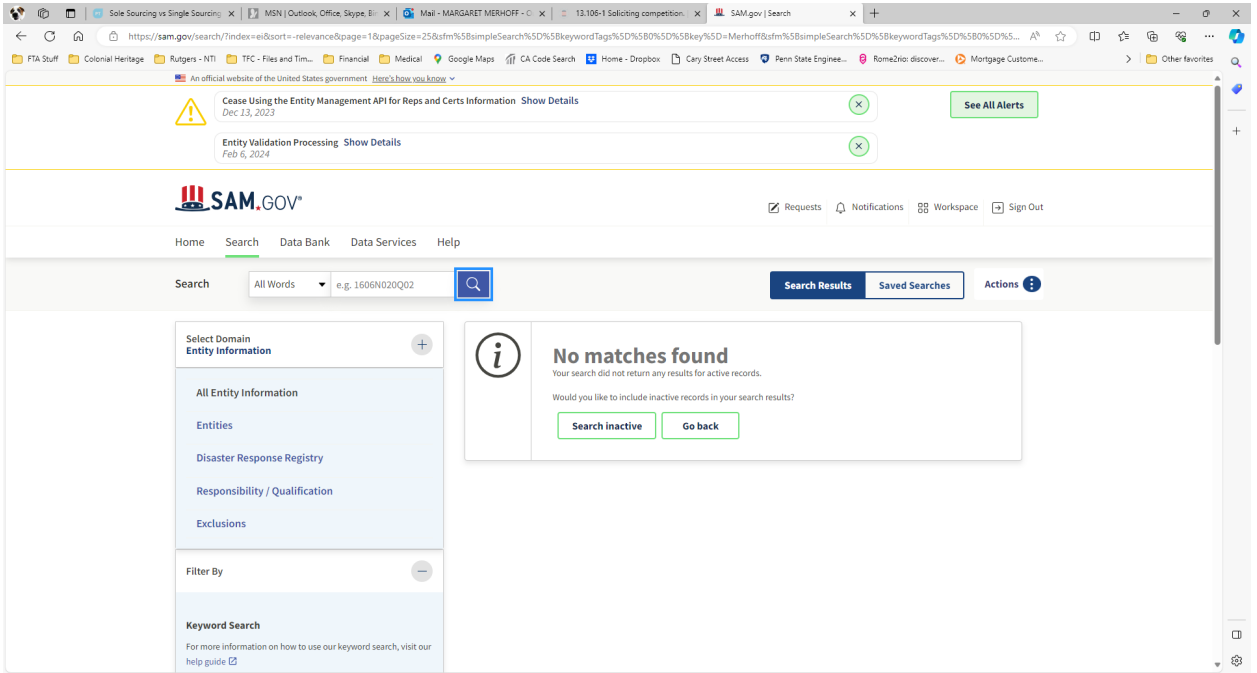
- When you sign-in, the sam.gov system will likely send you a one-time code. Enter it in the space provided. From the Home page look at “Already know what you want to find?”
- Select “Entity Information” and enter the name of the firm that you are checking.



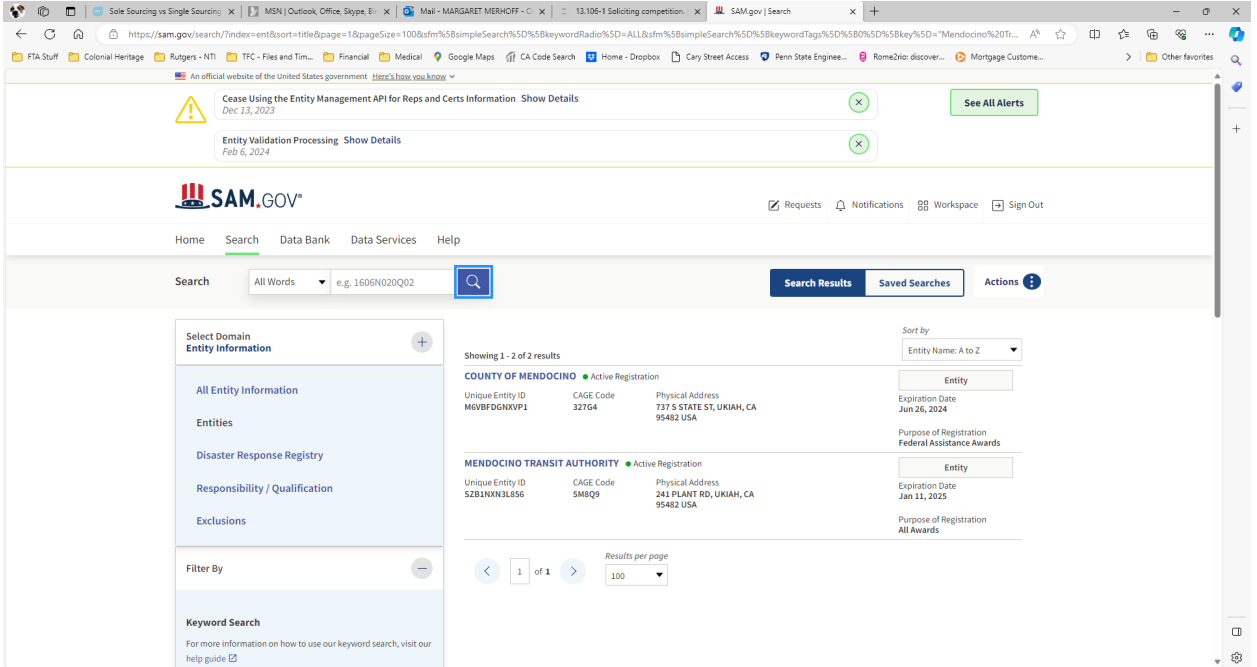
- Press enter:



- Most likely you will see something like the following:



7. Screenprint this page and put it in your file. On the page, note the name of the firm that you searched. NOTE – USE A PARTIAL NAME OF THE BUSINESS AS YOU DON'T KNOW HOW THEY MAY HAVE REGISTERED IN SAM.GOV.



**YOU SIMPLY DO NOT WANT TO FIND THAT THE FIRM IS DEBARRED OR SUSPENDED! If that happens, call FTA. Do not proceed!**

## Appendix A.6 Informal Quote Form

For informal quotes \$10,000–\$50,000, complete this form which also provides the Written Record of Procurement History. Attach a copy of all quotes or responses received. File with the copy of the Purchase Order.

<b>Date:</b>			
<b>Procurement Number:</b>			
<b>Project Title:</b>			
<b>Funding Source:</b>			
<b>Date of Receipt of Offer:</b>			
<b>Estimated Cost:</b>			
<b>Suspension and Debarment (required for Federal funds over \$25,000 - check SAM.gov – attach screenprint)</b>			
<b>Procurement Description (What is the purchase? Why is it needed? What is it for? Quantity?)</b>			
<b>Procurement Method:</b>	Small Purchase/ Quotes		
<b>Contract Type:</b>	<b>Firm Fixed Price</b>	<b>Firm Fixed Unit Price</b>	<b>Lump Sum</b>
	<b>Time and Material</b>	<b>If T&amp;M, Not to Exceed Amount</b>	
<b>Rationale for the Method of Procurement:</b>			
<b>Reason for the Selection of the Contract Type: (for T&amp;M – why is this the ONLY type of contract that is acceptable?)</b>			
<b>Offeror’s Name:</b>			
<b>Offeror’s Address:</b>			
<b>Offeror’s Proposed Price:</b>			
<b>Name of Reason for Selecting the Proposed Contractor:</b>			
<b>Cost or Price Analysis – Justification for the Proposed Contract Price: - low quote, etc.</b>			

Based on the attached competitive quotes obtained and the above information, the undersigned finds that the price offered is fair and reasonable.

Name of Staff Person

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

Executive Director Approval – if necessary

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

## Appendix A.7 Micro-Purchase Fair and Reasonable Price Determination

For every Micro-Purchase, complete and attach a copy of this form to the Purchase Order.

I hereby determine the price for \_\_\_\_\_ (insert identification of item being purchased) to be fair and reasonable based on at least one of the following:

- Found reasonable on recent purchase
- Obtained from current price list
- Obtained from current catalog
- Commercial market sales price from internet search
- Other \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

## Appendix A.8 Notice of Intent to Award

(Date)

Contact Person

Company Name

Address

City, State Zip

Dear ( )::

Subject: Notice of Intent to Award for (IFB/RFP No. \_\_) for (Name of Project)

The TACC staff has evaluated the (bids/proposals) submitted in response to the subject (IFB/RFP). The staff recommends contract award to (insert name of firm). This recommendation is not final until approved by the TACC's (Executive Director or Board of Directors).

**IF AWARD MUST BE APPROVED BY THE BOARD OF DIRECTORS – INCLUDE THE FOLLOWING INFORMATION**

This recommendation for award will be presented to the TACC's Board at its meeting on (date). The meeting will be held at the \_\_\_\_\_ (location).

This letter constitutes your notice of non-selection and initiates your opportunity to file any protest.

If there are other questions regarding the recommendation, please contact the undersigned at (213) \_\_\_\_-\_\_\_\_.

Sincerely,

(Name)

(Grants and Procurement Manager)

cc: (Executive Director)

## Appendix A.9 RFP – Responsiveness/Responsibility Checklist

Use the following checklist to check responsiveness and responsibility for each proposer for every formal procurement. Use one form per firm. List any additional certificates in the space provided. Use additional pages if necessary.

Responsiveness, in the context of an RFP, is a limited concept and should be limited to those items legally required, such as a Buy America certification.

RESPONSIBILITY REVIEW	Y	N	Ref
1) Integrity and ethics			
2) Debarment and suspension			
3) Public Policy			
4) Fair Labor Standards Act compliance			
5) Financial and technical resources			
6) Past performance			
7) Tax liability and felony convictions			
8) Integrity and ethics			
9) All required certifications have been properly completed and submitted			

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A.10 Sample Evaluation Form – RFP – QBS

### SAMPLE TECHNICAL EVALUATION FORM

NOTE – To use this form, identify the evaluation criteria based on the scope of work and assign weights to each area. Use one copy for each evaluation. For Qualification Based Selections, delete the reference to Price as it cannot be an evaluation criterion.

Use one form to compile the rating for each proposer. Rate the proposer from 1 - 10 on each criterion as the proposer and the proposal relate to the work.

NOTE: **There should be an attached narrative section to support the evaluator's scoring for each proposal.**

Criteria	Weight	X	Rating	= Score
1. Qualifications of Proposed Firm				
2. Qualifications of Proposed Staff				
3. Methodology / Work Plan				
4. Past Performance				
5. Price – IF APPROPRIATE				

**TOTAL**

I have rated the above Proposer's ability to provide the services according to the listed criteria and weights and calculated an overall score of which is consistent with the rating scale.

Evaluator Name: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## SAMPLE TECHNICAL EVALUATION FORM SCORING DETERMINATION GUIDELINES

The following quality point rating shall be used in the ranking of proposals unless indicated otherwise on evaluation sheets. Scores should be indicated on the Evaluation Work Forms included herein.

<b>Points</b>	<b>Rating</b>	<b>Basis of Rating</b>
10	Excellent	Contractor's proposal indicates excellent conformance with stated requirements in terms of competence, analytical work, and efficient use of resources. It also shows excellent use of those attributes within proposed team structure.
8-9	Good	Contractor's proposal indicates good conformance with stated requirements in terms of competence, analytical work, and efficient use of resources. It also shows good use of those attributes within proposed team structure.
6-7	Average	Contractor's proposal indicates average conformance with stated requirements in terms of competence, analytical work, and efficient use of resources. It also shows average use of those attributes within proposed team structure.
4-5	Below Average	Contractor's proposal indicates below average conformance with stated requirements in terms of competence, analytical work, and efficient use of resources. It also shows below average use of those attributes within proposed team structure.
2-3	Poor	Contractor's proposal indicates poor conformance with stated requirements in terms of competence, analytical work, and efficient use of resources. It also shows poor use of those attributes within proposed team structure.
0-1	Very Poor	Proposal failed to accomplish a minimum level of acceptance.

## **SAMPLE TECHNICAL EVALUATION FORM NARRATIVE SECTION**

The narrative section should provide comments that support why a specific score was assigned. It should also indicate any issues/problems that must be resolved prior to potentially recommending a contract award to a specific firm.

1. Qualifications of Proposed Firm

2. Qualifications of Proposed Staff

3. Methodology / Work Plan

4. Past Performance

5. Price Proposal

## Appendix A.11 Sole Source Justification Form

### JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

(Above the Micro Purchase Threshold \$10,000)

Under certain limited circumstances, the law permits exceptions to competitive bidding requirements. Use the following template, describe the situation that requires other than full and open competition. Fill in the yellow highlight areas and “remove” the highlight.

---

1. **This document is a justification for other than full and open competition prepared by the (name of requestor)** and concurred with by \_\_\_\_\_, Executive Director.
  
2. **The nature and/or description of the action being approved:** This justification provides the rationale for contracting by other than full and open competition for the acquisition of (describe procurement).
  
3. **Description of the supplies or services required, include an estimated value:**
  
4. **Statutory authority permitting other than full and open competition:**  
**For purchase of all supplies, equipment, and materials, and the construction of all facilities and works, use one of the following (check the appropriate citation):**
  - Board Vote.** The TACC Board of Directors, by majority vote, may dispense with bidding and other procedures required by the Purchasing Policy in any individual instance upon a finding that it would be impractical, useless, or uneconomical in such instance to follow these procedures, and that the public interest would be promoted by dispensing with these procedures.
  - Emergencies.** In case of any great public calamity, such as extraordinary fire, flood, storm, epidemic, or other disaster, **the Executive Director** may authorize the immediate expenditure of money to safeguard life, health, property, or public welfare. In cases where the total cost exceeds \$100,000 the expenditure is to be presented to the **Board of Directors** at its next Board meeting for ratification of the expenditure.
  - Immediate Remedial Measures.** Upon determining that immediate remedial measures are needed to avert or alleviate damage to property or to repair or restore damaged or destroyed TACC property, **the ED may authorize** the expenditure of money for the direct purchase of goods and services.
  - Sole Source of Supply.** There is only a single source of supply and patent or data rights restrictions preclude competition.
  - Sole Source Item.** There is only a single item that meets the requirements and no acceptable “equal.” (In this case, the PM is documenting that only there are no “equals” to the required item but that there are multiple sources that can supply the item.

- Purchase made from or contract made with the State government.** An order placed under a State Supply Schedule contract does not require a justification – non-federally funded items.

**For purchase of services, use one of the following (check the appropriate):**

- The service is available only from a single source;
  - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - FTA authorizes noncompetitive negotiations;
  - After solicitation of a number of sources, competition is determined inadequate; or
  - Public Interest. When TACC determines that full and open competition in connection with a particular acquisition is not in the public interest.
5. **Description of the efforts made to ensure that offers were/are solicited from as many potential sources as practicable:**
6. **Other facts supporting the use of other than full and open competition:** (Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.)
7. **Sources, if any, that expressed an interest in providing the needed goods or services:** (If any source(s) other than the proposed source expressed such interest, set forth the reasons why it or they were found not capable of satisfying the Agency’s requirement.)

**Determination & Finding:**

**Requisition Approving Official:** I certify that the supporting data presented in this justification are accurate and complete and that I have no financial interest in this procurement.

\_\_\_\_\_  
(Typed Name) (Typed Title)

\_\_\_\_\_  
(Date)

**Contracting Officer:** I hereby find that the justification above supports an exception to the requirements for competitive procurement and determine that a contract may be awarded on the basis cited above provided that all other provisions of TACC Purchasing Policy are complied with and the price is determined to be fair and reasonable.

\_\_\_\_\_  
(Typed Name), Executive Director

\_\_\_\_\_  
(Date)



## Appendix A.13 Confidentiality and Conflict of Interest

RFP NO. \_\_\_\_\_ [TITLE OF SOLICITATION]

### DECLARATION OF CONFIDENTIALITY AND CONFLICT OF INTEREST

I, \_\_\_\_\_, have been named a member of the Proposal Evaluation Committee for a procurement under the solicitation noted above.

I acknowledge the importance of confidentiality and professionalism in this process and affirm that I will not divulge any information concerning this procurement to any person until the conclusion of the award process. I will not participate in any discussion of proposal information, except within the context of official meetings of the full Committee.

I understand that failure to adhere to this responsibility will result in disciplinary action.

Additionally, I certify that I have reviewed TACC's Conflict of Interest Policy, have no such conflict of interest as defined in that policy, have received no gift or gratuity from a potential supplier, directly, or indirectly through an intermediary, and will immediately bring any potential conflict of interest discovered hereafter to the Proposal Evaluation Committee Chairperson.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Supervisor's Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix B   References**

These policies and procedures reflect guidance contained in:

1. 2 Code of Federal Regulations (CFR) Parts 200 and 1200
2. 49 CFR Part 20, 26, 661, 663, 665, and 5325
3. 2 CFR Part 184
4. FTA Circular 4220.1G, Third Party Contracting Requirements
5. Federal Acquisition Regulation (FAR)
6. Policies and Rules established by the TACC Board of Directors

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 26-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County (TACC) recognizes the importance of avoiding situations where personal interests could conflict with the organization’s best interests, and wishes to establish clear guidelines for such situations; and

**Whereas**, each board member shall disclose in writing any conflict of interest and the nature and extent of such interest to the Board of Directors;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County formally adopts version 1.0 of the Conflict of Interest Policy.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Conflict of Interest Policy

TACC's Conflict of Interest Policy is as follows:

### A. Definitions:

**Conflict of Interest** – Where the financial or personal or special interests of a Covered Person are likely to be affected by a decision, action, or inaction made or taken in the course of the Covered Person's work on behalf of TACC.

**Apparent Conflict of Interest** – Where the circumstances surrounding a Covered Person's work on behalf of TACC would cause a reasonable person with knowledge of the relevant facts to question the Covered Person's impartiality in a particular matter.

**Covered Person** – TACC Board Members, employees, and contracted employees.

**Household** – Means a Covered Person's spouse, domestic partner, or dependent (as defined in Internal Revenue Code section 152).

**Immediate Family** – Means a Covered Person's spouse or domestic partner, and the parents, children, and siblings of the Covered Person, their spouse, or domestic partner.

B. It is the policy of TACC that the activities of the organization shall be conducted in accordance with the highest ethical and professional standards. All Covered Persons are required to avoid any Conflicts of Interest or Apparent Conflicts of Interest in conducting their work on behalf of TACC.

C. A financial or personal interest amounting to a Conflict of Interest exists when any Covered Person has or represents a special interest in a matter related to TACC. Special interests shall include, but not be limited to, membership, employment, financial interest, ownership, and/or directorship in any organization or agency, public or private, that would benefit from any TACC action or inaction. Special interests shall also arise when such a benefit would flow to a Covered Person's Household or Immediate Family member.

D. In the event that a Covered Person believes they have or may have a Conflict of Interest, they shall report the Conflict of Interest and recuse themselves from any participation in the particular matter that is the subject of such Conflict. Such reporting shall be:

- For the TACC Chair – to the executive committee if one is constituted or the Board of Directors
- For members of the Board of Directors or the Executive Director – to the TACC Chair
- For other employees and contracted employees – to the Executive Director.

Recusal shall amount to full withdrawal from discussions whether formal or informal, deliberations, votes, and other decision-making processes, and any communications likely to influence any TACC decision, action, or inaction.

The Board of Directors retains the authority to waive, in whole or in part, any Conflict of Interest or Apparent Conflict of Interest, except where limited by law, for good cause shown.

Covered Persons shall disclose any financial interest held by the Covered Person or a member of their Household immediately upon initiation of any discussion related to a TACC procurement activity, whether or not TACC is the procuring authority. Covered Persons are expected to further disclose any such interest of their Immediate Family where such interest is known to the Covered Person.

Any TACC Board Member, employee, or contracted employee involved in procurement source selection activities such as drafting requests for proposals, specifications, or terms and conditions, or evaluating bids or proposals shall report any related financial interests as above prior to undertaking any such source selection activity.

E. TACC will resolve to the greatest extent possible, to refrain from granting access to procurement or other conflicting information to Covered Persons with a Conflict of Interest or Apparent Conflict of Interest. If such disclosure is unavoidable or inadvertent, TACC will take appropriate remedial action, up to and including provision of the same information to similarly interested parties.

F. TACC and all parties it engages to assist in its endeavors will refrain from making recommendations and neither promote individual products nor dissuade a participant agency from making a purchase or promote one vendor over another.

G. TACC must ensure that sponsorships and/or advertising from vendors be clearly identified as such and must not influence TACC's contract administration practices.

H. In the event that any person believes that a Covered Person has or may have a Conflict of Interest, that person shall report the circumstances to the Board Chair or Executive Director. In the case of a Board Member or the Executive Director, the Board of Directors shall determine whether a Conflict of Interest exists and, if so, whether recusal or other mitigating actions are required.

I. Failure to comply with these provisions shall be deemed grounds for discipline up to and including dismissal.

J. All Board members will be required to sign an annual Conflict of Interest Statement, acknowledging this policy and their responsibilities under this policy. Employees and contract employees routinely involved in procurement functions shall sign a similar Conflict of Interest Statement upon commencement of their employment,

updating of this policy, or other circumstances as directed by the Executive Director or Board of Directors.

---

DRAFT

**CONFLICT OF INTEREST STATEMENT FOR BOARD MEMBERS OF THE  
TRANSPORTATION AUTHORITY OF CALHOUN COUNTY**

No board member or board committee member, or any member of his/her family, should accept any gift, entertainment, service, loan, or promise of future benefits from any person who either personally or whose employees might benefit or appear to benefit from such board or committee member's connection with the Transportation Authority of Calhoun County (TACC), unless the facts of such benefit, gift, service, or loan are disclosed in good faith and are authorized by the board. Board and committee members are expected to work out for themselves the most gracious method of declining gifts, entertaining, and benefits that do not meet this standard.

No board or committee members should perform, for any personal gain, services to any TACC supplier of goods or services, as employee, consultant, or in any other capacity which promises compensation of any kind, unless the fact of such transaction or contracts are disclosed in good faith, and the board or committee authorizes such a transaction. Similar association by a family member of the board or committee member or by any other close relative may be inappropriate.

No board or committee member or any member of his/her family should have any beneficial interest in, or substantial obligation to any TACC supplier of goods or services or any other organization that is engaged in doing business with or serving TACC unless it has been determined by the board, on the basis of full disclosure of facts, that such interest does not give rise to a conflict of interest.

This policy statement is not intended to apply to gifts and/or similar entertaining of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.

Any matter of question or interpretation that arises relating to this policy should be referred to the Chair for decision and/or for referral to the board of directors for decision, where appropriate.

***I have received, read, and understand fully the Conflict of Interest policy and will comply with the statement by bringing any potential conflict of interest situation to the board for consideration.***

---

Name

---

Date

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 27-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, on December 30, 2002, the Governor of the State of Michigan approved Act No. 738 of the Public Acts of 2002 authorizing the use of electronic transactions by designated officers of the local government; and

**Whereas**, the Transportation Authority of Calhoun County deems that it is in the best interest of the Authority to make certain financial transactions by using electronic transactions as described in the Act; and

**Whereas**, the following guidelines shall govern the use of electronic transactions:

- a.) The Director of Administration and Planning shall be designated as the Electronic Transaction Officer (ETO) and shall be responsible for establishing all ACH arrangements for the Authority;
- b.) The ETO shall be responsible for payment approval, accounting, reporting, and generally overseeing compliance or shall appoint an employee to perform such duties;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County formally adopts version 1.0 of the Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) Policy

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Transportation Authority of Calhoun County

<b>Policy Title:</b>	<b>Automated Clearing House (ACH) and Electronic Funds Transfer</b>
<b>Policy Number:</b>	<b>Fin-007</b>
<b>Effective Date:</b>	<b>11/25/2025</b>
<b>Board Approved Date:</b>	<b>11/25/2025</b>
<b>Last Review Date:</b>	<b>11/25/2025</b>
<b>Supersedes:</b>	<b>N/A</b>
<b>Version Number:</b>	<b>1.0</b>

## Automated Clearing House (ACH) and Electronic Funds Transfer

This policy is adopted by the Transportation Authority of Calhoun County (TACC) Board of Directors, via resolution as a best practice in financial management and internal control. It is established in accordance with Michigan Public Act 738 of 2002, which authorizes local units of government to make electronic transfers of public funds through the Automated Clearing House (ACH) network.

The policy defines procedures and internal controls governing all ACH and Electronic Funds Transfer (EFT) transactions to ensure compliance with state law, safeguard public assets, and maintain transparent financial operations.

This policy supports the Authority's financial stability by ensuring that electronic payments such as payroll, vendor payments, and internal fund transfers are authorized, executed, and recorded in a secure and auditable manner.

### **1.0 Authority**

The Electronic Transactions Officer (ETO), as designated by the Board of Directors (the Board), may enter into ACH arrangements and authorize electronic transfers of public funds as provided under Michigan Public Act 738 of 2002.

TACC shall not be a party to any ACH arrangement unless the Board has adopted a resolution authorizing electronic transactions and the ETO has presented this written policy for approval.

An ACH arrangement made under PA 738 is not subject to the Revised Municipal Finance Act, Public Act 34 of 2001 (MCL 141.2101 et seq.), or to laws governing debt issuance.

### **2.0 Definitions**

- Automated Clearing House (ACH): A national network that processes electronic payments, including credits and debits, through institutions such as the Federal Reserve and NACHA.
- ACH Arrangement: The agreement between TACC (the originator) and

the receiver of an ACH transaction.

- ACH Transaction: An electronic payment, debit, or credit transfer processed through an automated clearinghouse.
- Electronic Funds Transfer (EFT): Any electronic movement of funds between financial institutions, including ACH and wire transfers.
- Electronic Transactions Officer (ETO): The person designated by the Board to administer ACH arrangements, authorize payments, and ensure compliance with this policy.
- Originator: The entity initiating the ACH transaction (TACC).
- Receiver: The individual or organization whose account is credited or debited through ACH.

### **3.0 Responsibility for ACH Agreements**

The ETO, or a designee approved by the Board, is responsible for:

- Establishing and maintaining all ACH arrangements and related banking agreements.
- Overseeing payment approvals, accounting, reporting, and internal control compliance.
- Ensuring ACH and EFT transactions are included in the accounts payable reporting process.
- Providing a report to the Board, detailing electronic transactions including date, payee, amount, and purpose.

### **4.0 Internal Accounting Controls**

The following internal controls shall govern all ACH and EFT transactions to ensure security, accountability, and compliance with state and federal requirements:

- Vendor Authorization
  - All new vendors or payees must complete an ACH Authorization Form, including bank name, routing number, account number, and authorized signature, along with verification such as a voided check or bank letter. The completed form must be retained in TACC's finance records.
  - The Finance Department shall confirm banking details using a secure method, such as direct phone verification with a known contact or bank representative, before initiating the first payment or processing any change to existing information.
  - These requirements do not apply to payments made to federal or state agencies, bond trustees, investment custodians, or internal transfers where banking information is established through formal contracts, grant agreements, or institutional arrangements.
- Segregation of Duties
  - No single employee shall initiate, approve, and reconcile an ACH transaction.
  - At least two individuals must participate in every electronic disbursement process.
- Dual Authorization
  - Each ACH or EFT transaction must be approved by two authorized staff members

- Bank Security Measures
  - Two-factor authentication and secure login credentials are required for all ACH and EFT access.
  - The bank shall maintain debit blocks or filters to restrict withdrawals to approved vendors only.
- Documentation and Retention
  - Each ACH or EFT transaction must be supported by documentation identifying the purpose, authorization, and amount.
  - Records shall be retained for no less than seven (7) years and must be available for audit.
- Reconciliation and Review
  - Bank accounts used for ACH transactions shall be reconciled monthly by a staff member who is not involved in transaction initiation or approval.
  - Reconciliation reports must be reviewed and signed by the Executive Director or the Director of Administration and Planning.
- Error and Exception Handling
  - Reversals or corrections must be processed promptly and documented.
  - Any unauthorized or erroneous transactions must be reported immediately to the Executive Director.

## **5.0 Authorized Types of Payments**

Authorized uses of ACH and EFT transactions include, but are not limited to:

- Employee payroll direct deposits.
- Payroll-related deductions and remittances (taxes, retirement contributions, insurance premiums).
- Employee expense reimbursements.
- Intergovernmental and Grant-Related Transfers
- Payments to or receipts from state and federal agencies.
- Vendor and contractor payments
- Receipt of payment from customers, clients, and other third parties
- Payments to bond trustees for principal and interest.
- Transfers between TACC savings, checking, payroll and investment accounts.
- Other payments approved by both the finance Director and Executive Director.

## **6.0 Reporting to the Board**

A summary of all ACH and EFT transactions shall be included with the regular accounts payable report submitted to the Board on a monthly basis.

The report shall identify:

- Payee name
- Amount and purpose
- Payment date and authorization

AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFER (ACH)  
 Transportation Authority of Calhoun County

This agreement is for authorization of electronic fund transfer amount Transportation Authority of Calhoun County (TACC), and \_\_\_\_\_ (“Supplier”).

COMPANY INFORMATION:				
<b>Supplier Name:</b>		<b>Supplier#:</b>		
<b>Address:</b>			<b>Supplier Tax ID#:</b>	
<b>City:</b>		<b>State:</b>	<b>Zip:</b>	

The Supplier authorizes the Transportation Authority of Calhoun County (TACC) to initiate ACH credit entries for payment of goods and/or services to the account identified below. The financial institution named below (the “Bank”) is authorized to credit such entries to the designated account.

This authorization applies solely to electronic fund transfer payments from TACC to the Supplier. All existing and future contract terms and conditions between TACC and the Supplier remain in full force and effect.

Supplier hereby agrees to verify the routing number and the account number with Supplier’s bank. Supplier accepts full responsibility if the below bank information is incorrect.

BANKING INFORMATION:	
<b>Bank Routing Number:</b>	
<b>Bank Account Number:</b>	
<b>Bank Name:</b>	
<b>Bank Telephone Number:</b>	

- Initial ACH Setup Request
- Revised ACH Request\*

**Reason for Change:** \_\_\_\_\_

*\*If revised, please provide the following information:*

Last 4 digits of previous bank account: \_\_\_\_\_

Previous Bank Name: \_\_\_\_\_

COMPANY CONTRACT INFORMATION:	
Contact Person:	
Telephone Number:	
Remittance Advice Email:	

Payment details will be emailed to the address provided below and will include the payment document number, payment date, invoice number, invoice date, and amount paid. No paper remittance will be mailed.

This authorization shall remain in full force and effect until the Transportation Authority of Calhoun County (TACC) Finance Department receives written notification of termination from the Supplier's authorized representative. Such notice must be provided in sufficient time to allow TACC and the Supplier's financial institution a reasonable opportunity to act on it.

I certify that I am authorized on behalf of the Supplier to provide these instructions.

**The first payment will be issued by check during a pre-notification (prenote)**

**period Supplier's Authorized Signatory:**

Printed Name	Title
Signature	Date

*This form must be returned to the Vendor Data with a **voided check or bank letter** showing the supplier account number and bank routing number via email [kqrestini@RideCalhoun.org](mailto:kqrestini@RideCalhoun.org)*

OFFICE USE ONLY:			
ACH Information Confirmed & Approved by:		Date:	
ACH Information Entered by:		Date:	
ACH Information Confirmed by:		Date:	

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 28-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County provides public transit services within Calhoun County; and,

**Whereas**, the Transportation Authority of Calhoun County’s mission is to ensure that service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol; and

**Whereas**, the Federal Transit Administration requires that the recipients of Federal transit funds comply with certain Federal regulations, namely 49 CFR Part 40 Procedures for Transportation Workplace Drug Testing Programs and Part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations;

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County formally adopts version 1.0 of the Drug and Alcohol Policy.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Transportation Authority of Calhoun County

---

## Drug and Alcohol Policy

Effective as of November 25, 2025

Adopted by: \_\_\_\_\_

Date Adopted: [11/25/2025]

Last Revised: [11/01/2025]

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# Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect the Transportation Authority of Calhoun County's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

**All Transportation Authority of Calhoun County employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

**The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Executive Director in writing no later than five days after such conviction.**

**Employees must abide by the terms of this policy as a condition of employment.**

## Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

## Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

## Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs). **Any time off work will be unpaid.**

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02. **Any time off work will be unpaid.**

## Treatment/Discipline

Per Transportation Authority of Calhoun County policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test, will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional. **The employee may be subject to discipline up to, and including, termination. The employee will be responsible for any cost associated with treatment and any time off work will be unpaid.**

## Circumstances for Testing

### Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo

another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

## Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Transportation Authority of Calhoun County has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

## Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

### Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Transportation Authority of Calhoun County using the best information available at the time of the decision, will be tested.

### Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Transportation Authority of Calhoun County using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**Any employee requiring a Post-Accident test will be immediately placed on administrative leave pending test results.**

## Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made. **Random selection will be conducted by a recognized testing authority on behalf of the Transportation Authority of Calhoun County.**

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

## Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a

SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

## Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

## Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

## Dilute Urine Specimen

If there is a negative dilute test result, Transportation Authority of Calhoun County will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

## Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Transportation Authority of Calhoun County guarantees that the split specimen test will be conducted in a timely fashion. **All costs for split specimen testing are paid by the employee unless the second test invalidates the original test.**

## Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Transportation Authority of Calhoun County.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or Transportation Authority of Calhoun County.
- (7) Fail to undergo a medical evaluation as required by the MRO or Transportation Authority of Calhoun County's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, referred to as a SAP, **and may be subject to discipline up to and including termination. The employee will be responsible for any cost associated with treatment and any time off work will be unpaid.** Refusal to take a non-DOT drug or alcohol test or sign a non-DOT form is not a refusal to take a DOT test.

## Voluntary Self-Referral

**Any employee who has a drug and/or alcohol abuse problem, and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the DER, Executive Director, and/or Director of Operations, who will refer the individual to a substance abuse counselor for evaluation and treatment.**

**The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.**

**Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.**

**Treatment for alcohol and/or drug use disorders may be covered by the employee's benefit plan, however, the ultimate financial responsibility for recommended treatment belongs to the employee.**

**The employee may return to safety sensitive duty only upon successful completion of a prescribed rehabilitation program, as determined by a substance abuse counselor. Prior to returning to safety sensitive work, the employee must undergo a non-DOT return to duty controlled substance test with a verified negative test result and/or a non-DOT return to duty test result indicating an alcohol concentration of less than .02. Employees returning to safety sensitive work after self-referral may be subject to non-DOT follow up testing.**

## **Prescription Drug Use**

**The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the DER and/or the Director of Operations. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.**

**Covered employees being prescribed any medication that carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must present a physician release to perform safety sensitive duties prior to the start of their next shift.**

## **Contact Person**

**For questions about the Transportation Authority of Calhoun County's anti-drug and alcohol misuse program, contact Shannon Wedl, TACC DER or Mallory Avis, TACC Executive Director.**

# Attachment A: Covered Positions

Coach Operator

Non-CDL Operator

Dispatcher

Mechanic

Utility Worker

Shift Supervisor

Safety, Security, and Training Manager

# Attachment B: Testing Notification Form

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Drug and Alcohol Testing Notification

*The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Part 655) requires all safety-sensitive employees must submit to drug and alcohol testing as a condition of employment in a safety-sensitive position.*

### Employee Information:

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

Employee ID/SSN: \_\_\_\_\_

Date of Notification: \_\_\_\_\_ Time of Notification: \_\_\_\_\_AM/PM

Employee Transported?  NO  YES Transported by: \_\_\_\_\_

### Collection Site Information:

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### Order for Testing:

Type of Test:  Alcohol  Drug  Both

Testing Authority:  DOT/FTA  Non-DOT

Test Type:  Pre-Employment  Random  Post-Accident  
 Reasonable Suspicion  Return-to-Duty  Follow-up

Observed Collection:  YES  NO

---

### To be filled out by Collection Site Personnel:

Time of Arrival: \_\_\_\_\_AM/PM Collector Name: \_\_\_\_\_

### Return this form with the Employer Copy of CCF and/or ATF to:

DER Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Employer City, State, Zip: \_\_\_\_\_

# Attachment C: Pre-Employment Notification & Acknowledgement Form

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Pre-Employment Notification & Acknowledgement

I understand and acknowledge that I will be required to undergo a urine drug test under the authority of the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) prior to being hired or transferred into a safety-sensitive position as defined in CFR Part 655<sup>1</sup>. I understand and acknowledge that I will not be assigned to perform a safety-sensitive function unless my urine drug test has a verified negative result.

---

(Print Name)

---

(Signature)

---

(Date)

---

Have you tested positive, or refused to test, on any DOT pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, a safety-sensitive position in the past two years? Please circle your response below:

YES

NO

If you answered YES, can you provide documentation that you successfully completed the DOT return-to-duty requirements described in 49 CFR Part 40, Subpart O? Please circle your response below:

YES

NO

---

(Print Name)

---

(Signature)

---

(Date)

---

<sup>1</sup> A safety-sensitive function, as described in 49 CFR Part 655 Section 655.4, includes: (1) operating a revenue service vehicle; (2) operating a non-revenue service vehicle, when required to be operated by a CDL holder; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or (5) carrying a firearm for security purposes.

# Attachment D: Release of Information Form

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY**  
**Release of Information Form – 49 CFR Part 40 Drug and Alcohol Testing**

*Section I: To be completed by the new employer and signed by the employee, and transmitted to the previous employer.*

Employee Name: \_\_\_\_\_ SS/ID Number: \_\_\_\_\_

I hereby authorize release of information from my DOT-regulated drug and alcohol testing records by my previous employer, listed in *Section I-B* to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, section 40.25.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

***I-A:***

New Employer Name: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

***I-B:***

Previous Employer Name: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

---

***Section II: To be completed by the previous employer and transmitted to the new employer.***

***II-A:***

In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? **Yes**\_\_\_\_ **No**\_\_\_\_
2. Did the employee have verified positive drug tests? **Yes**\_\_\_\_ **No**\_\_\_\_
3. Did the employee refuse to be tested? **Yes**\_\_\_\_ **No**\_\_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? **Yes**\_\_\_\_ **No**\_\_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? **Yes**\_\_\_\_ **No**\_\_\_\_
6. If you answered "Yes" to any of the above items, did the employee complete the return to duty process? **Yes**\_\_\_\_ **No**\_\_\_\_

***II-B:***

Person providing information in Section II-A:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment E: Acknowledgement of Policy Form

## **TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Acknowledgement of Employer's Drug and Alcohol Testing Policy**

I acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) for all covered employees who perform a safety-sensitive function. I understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the policy dated \_\_\_\_\_ is subject to change, and that any such changes or addendum, shall be disseminated in a manner consistent with the provisions of 49 CFR Part 655.

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

# Attachment F: Acknowledgement of Prohibited Drug Awareness Training for Safety-Sensitive Employees

## **TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Acknowledgement of Prohibited Drug Awareness Training For Safety-Sensitive Employees**

In accordance with Federal Transit Administration (FTA) Rule 49 CFR Part 655.14(b), I acknowledge that I have received at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

# Attachment G: Post-Accident Decision Making Form

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY FTA Post-Accident Drug and Alcohol Testing Decision Making Form

*The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Part 655) requires that safety-sensitive employees involved in a public transportation vehicle accident (as defined at 655.4 & 655.44) submit to tests for alcohol misuse and prohibited drug use as soon as possible following the accident. Part 655 also requires the testing of any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the employer at the scene using the best information available at the time of the decision.*

### Accident Information:

Date of Accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_ AM/PM  
Employee Name: \_\_\_\_\_ Employee ID/SSN: \_\_\_\_\_

### Decision Questions:

- Was there a fatality?  
\_\_\_\_\_ YES (FTA drug and alcohol tests are REQUIRED) \_\_\_\_\_ NO
- If there was NO fatality, answer the following questions:
  1. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident? \_\_\_\_\_ YES \_\_\_\_\_ NO
  2. Was there any disabling damage to **any** vehicle involved in the accident, requiring the vehicle to be towed away from the scene? \_\_\_\_\_ YES \_\_\_\_\_ NO
  3. Was the vehicle (if rail car, trolley car, trolley bus, or vessel) removed from operation? \_\_\_\_\_ YES \_\_\_\_\_ NO

If you answered yes to any of these three questions, can you completely discount the performance of the operator of the public transportation vehicle as a contributing factor to the accident?

\_\_\_\_\_ NO (FTA drug and alcohol tests are REQUIRED)

\_\_\_\_\_ YES, Explain: \_\_\_\_\_

(If you answered YES, FTA drug and alcohol tests are PROHIBITED)

- Other than the operator, could the performance of any other safety-sensitive employee have contributed to the accident, using the best information available?

\_\_\_\_\_ NO

\_\_\_\_\_ YES, Explain: \_\_\_\_\_

(If YES, make arrangements to immediately post-accident test that employee)

**Did You Decide to Perform FTA Post-Accident Testing?**

\_\_\_\_\_ YES (Complete page 2 of this form)

\_\_\_\_\_ NO (No further action required)

**Testing Information:**

Collection Site Location: \_\_\_\_\_

Time Arrived: \_\_\_\_\_ AM/PM

1. Was the **alcohol** test performed within **2** hours of the time of the accident?

\_\_\_\_\_ YES

\_\_\_\_\_ NO, **Explain:** \_\_\_\_\_  
\_\_\_\_\_

2. Was the **alcohol** test performed within **8** hours of the time of the accident?

\_\_\_\_\_ YES

\_\_\_\_\_ NO, **Explain:** \_\_\_\_\_  
\_\_\_\_\_

**If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.**

3. Was the **drug** test performed within **32** hours of the time of the accident?

\_\_\_\_\_ YES

\_\_\_\_\_ NO, **Explain:** \_\_\_\_\_  
\_\_\_\_\_

**If the drug test is not conducted within 32 hours cease all efforts to administer the test.**

*The above documentation was provided by:*

Supervisor Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

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

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

# Attachment H: Reasonable Suspicion Determination Report/Form

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Reasonable Suspicion Determination Report

Employee Name: \_\_\_\_\_ Employee ID/SSN: \_\_\_\_\_

Date/Time of Observation: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ AM/PM

Date/Time of Determination to Test: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ AM/PM

### Observed Indicators of Prohibited Drug Use/Alcohol Misuse

*Reasonable Suspicion determinations must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the safety-sensitive employee.*

*Check all indicators observed:*

#### Physical Indicators

- Bloodshot or watery eyes
- Flushed or very pale complexion
- Extensive sweating/skin clamminess
- Dilated or constricted pupils
- Disheveled clothing/unkept grooming
- Unfocused, blank stare
- Runny or bleeding nose
- Jerky eye movement
- Body odor

#### Behavioral Indicators

- Fidgety/agitated
- Irregular breathing
- Nausea/vomiting
- Slow reactions
- Unstable walking
- Poor coordination
- Hand tremors
- Suspicious, paranoid
- Depressed, withdrawn
- Lackadaisical attitude
- Irritable, moody
- Extreme fatigue

#### Speech Indicators

- Slurred or slowed speech
- Loud, boisterous
- Incoherent, nonsensical
- Repetitious, rambling
- Rapid, pressured
- Excessive talkativeness
- Exaggerated enunciation
- Cursing, inappropriate speech
- Inability to concentrate
- Impulsive, unusual risk-taking
- Delayed decision-making
- Reduced alertness

### Written Summary

*Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.*

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**Testing Information:**

Collection Site Location: \_\_\_\_\_

Time Arrived: \_\_\_\_\_AM/PM

4. Was the **alcohol** test performed within **2** hours of the reasonable suspicion determination?

\_\_\_\_\_ YES

\_\_\_\_\_ NO, **Explain:** \_\_\_\_\_

\_\_\_\_\_

5. Was the **alcohol** test performed within **8** hours of the reasonable suspicion determination?

\_\_\_\_\_ YES

\_\_\_\_\_ NO, **Explain:** \_\_\_\_\_

\_\_\_\_\_

**If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.**

*The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:*

Supervisor Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

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

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

# Attachment I: Acknowledgement of Reasonable Suspicion Training for Supervisors

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Acknowledgement of Reasonable Suspicion Training for Supervisors

In accordance with Federal Transit Administration (FTA) Rule 49 CFR Part 655.14(b), I acknowledge that I have received at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Attachment J: Affidavit of Correction Form (Alcohol)

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY DOT Alcohol Testing Form - Affidavit of Correction

Date of Test: \_\_\_\_\_

Alcohol Test #: \_\_\_\_\_

Donor Name: \_\_\_\_\_

Technician Name: \_\_\_\_\_

### **This affidavit addresses the following errors:**

#### **Use of DOT Alcohol Testing Form (§40.227):**

\_\_\_\_\_ Incorrect form used (i.e. Non-DOT testing form used)

#### **Step 1 Requirements (§40.241) Check all that apply:**

- \_\_\_\_\_ A. Missing/Incorrect Employee Name
- \_\_\_\_\_ B. Missing/Incorrect Donor SSN or Employee ID No.
- \_\_\_\_\_ C. Missing/Incorrect Employer Name, Address
- \_\_\_\_\_ C. Missing/Incorrect DER Name, Phone No.
- \_\_\_\_\_ D. Missing/Incorrect Reason for Test

#### **Step 2 Requirements (§40.241)**

\_\_\_\_\_ Missing Date of Employee's Signature

#### **Step 3 Requirements (§40.243-§40.251):**

- \_\_\_\_\_ Missing Technician's title (BAT or STT)
- \_\_\_\_\_ Technician failed to indicate the type of device used
- \_\_\_\_\_ Technician failed to mark the 15-minute waiting period was observed (confirmation test was performed)
- \_\_\_\_\_ Technician arbitrarily marked the 15-minute waiting period (no confirmation test was performed)
- \_\_\_\_\_ Missing Screening Test information (if device is not designed to print)
- \_\_\_\_\_ Missing appropriate comment in the Remarks (i.e. any unusual circumstances during the collection)
- \_\_\_\_\_ Missing/Incorrect Alcohol Technician's Company Name, Address
- \_\_\_\_\_ Missing/Incorrect Alcohol Technician's Printed Name (First, MI, Last)
- \_\_\_\_\_ Missing Alcohol Technician's Signature
- \_\_\_\_\_ Missing/Incorrect Date of Alcohol Technician's Signature

**Technician Remarks** (Description of error/corrective action): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*I certify that the information above is true and accurate.*

\_\_\_\_\_  
Alcohol Technician Signature

\_\_\_\_\_  
Date

# Attachment K: Affidavit of Correction Form (Drug)

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY DOT Custody and Control Form - Affidavit of Correction

Date of Test: \_\_\_\_\_

Specimen ID #: \_\_\_\_\_

Donor Name: \_\_\_\_\_

Collector Name: \_\_\_\_\_

**This affidavit addresses the following errors:**

**Use of Federal Custody and Control Form (§40.45):**

\_\_\_\_\_ Incorrect form used (i.e. Non-DOT or expired testing form used)

**Step 1 Requirements (§40.63) Check all that apply:**

- \_\_\_\_\_ A. Missing/Incorrect Employer Name, Address
- \_\_\_\_\_ B. Missing/Incorrect MRO Name, Address, Phone No. and Fax No.
- \_\_\_\_\_ C. Missing/Incorrect Donor SSN or Employee ID No.
- \_\_\_\_\_ D. Missing/Incorrect Testing Authority
- \_\_\_\_\_ E. Missing/Incorrect Reason for Test
- \_\_\_\_\_ F. Missing/Incorrect Drug Tests to be Performed
- \_\_\_\_\_ G. Missing/Incorrect Collection Site Address, Collector Phone No. and Fax No.

**Step 2 Requirements (§40.65 - §40.71) Check all that apply:**

- \_\_\_\_\_ Collector failed indicate if the specimen was within the acceptable temperature range
- \_\_\_\_\_ Collector failed to mark "Split" Collection
- \_\_\_\_\_ Collector failed to mark "Observed"
- \_\_\_\_\_ Collector arbitrarily marked "Observed"
- \_\_\_\_\_ Missing appropriate comment in the Remarks (i.e. any unusual circumstances during the collection)

**Step 3 Requirements (§40.71):**

\_\_\_\_\_ Bottle seals were dated and/or initialed while still affixed to the CCF

**Step 4 Requirements (§40.73) Check all that apply:**

- \_\_\_\_\_ Missing Signature of Collector
- \_\_\_\_\_ Missing Collector's Printed Name (First, MI, Last)
- \_\_\_\_\_ Missing/Incorrect Date of Collection
- \_\_\_\_\_ Missing/Incorrect Time of Collection
- \_\_\_\_\_ Missing Name of Delivery Service

**Step 5 Requirements (§40.73) Check all that apply:**

- \_\_\_\_\_ Missing Signature of Donor
- \_\_\_\_\_ Missing Donor's Printed Name (First, MI, Last)
- \_\_\_\_\_ Missing/Incorrect Date of Collection
- \_\_\_\_\_ Missing/Incorrect Daytime Phone No. and/or Evening Phone No.
- \_\_\_\_\_ Missing/Incorrect Date of Birth

**Collector Remarks** (Description of error/corrective action): \_\_\_\_\_

*I certify that the information above is true and accurate.*

\_\_\_\_\_  
Collector Signature

\_\_\_\_\_  
Date

# Attachment L: Employee Medication Form

## TRANSPORTATION AUTHORITY OF CALHOUN COUNTY Employee Medication Form

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited under TACC's Drug and Alcohol policy. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Designated Employee Representative, Director of Operations, and/or the Executive Director in writing. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Covered employees being prescribed any medication that carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must present a physician release to perform safety sensitive duties prior to the start of their next shift.

Safety sensitive function is defined in Part 655.4, as any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
- Carrying a firearm for security purposes.

### CERTIFIED PRESCRIBING HEALTHCARE PROVIDER

Employee Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Is currently under my care and has been prescribed the following medication(s):

Name of Medicine:	Dosage:	Duration of Prescription:
_____	_____	_____
_____	_____	_____
_____	_____	_____

**It is my medical opinion that, considering the mental and physical requirements of a safety sensitive employee, my patient:**

- a) Has no medical side effects from medication(s) that I prescribe that would adversely affect their work performance
- b) Has no medical condition(s) that I am treating with the above medication(s) that would adversely affect their work performance

Yes  No

Printed name of Certified Healthcare Provider: \_\_\_\_\_

Signature of Certified Healthcare Provider: \_\_\_\_\_

National Registry Number: \_\_\_\_\_

Use of this form by the certified healthcare provider is voluntary. A similar form or letter may be substituted but must contain the same information.

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 29-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the Transportation Authority of Calhoun County provides public transit services within Calhoun County, including fixed-route bus service; and,

**Whereas**, federal regulations require the provision of ADA Complementary Paratransit services for persons whose disabilities prevent them from using the fixed route system, including the inability to access vehicles, stops, or facilities, or to independently navigate the fixed route bus system; and

**Whereas**, 49 CFR Part 37 identifies six criteria for complementary services;

1. Hours and days of service – ADA complementary paratransit service must be provided on the same days and during the same hours as the fixed route service for the comparable trip
2. Service area – ADA complementary paratransit service must be provided within  $\frac{3}{4}$  mile on either side of each fixed route as well as a  $\frac{3}{4}$  mile radius of rail stations
3. Response time – the TACC must schedule and provide paratransit service to any ADA complementary paratransit eligible person at any requested time in response to a request for service made the previous day (i.e. next day).
4. Fare – the one-way paratransit fare may be no more than twice the full fixed route fare for a similar trip, exclusive of discounts. A PCA may not be charged a fare. At least one additional companion must be permitted to board and can be required to pay the same fare as the rider.
5. Trip purpose – there may be no restrictions or priorities based on trip purpose.
6. Capacity constraints – the TACC must plan, budget, and implement the paratransit system to meet all of the anticipated demand. The TACC must have enough paratransit vehicles, drivers, schedulers, and capacity required to ensure that eligible demand for service does not exceed supply of service on a regular basis.

**Now, Therefore**, be it resolved that the Transportation Authority of Calhoun County formally adopts version 1.0 of the ADA Complementary Paratransit Policy.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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Date



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# TRANSPORTATION AUTHORITY OF CALHOUN COUNTY

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## ADA / COMPLEMENTARY PARATRANSIT POLICY

Revised: October 2025

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## **OVERVIEW**

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990, by President George H.W. Bush. The ADA prohibits discrimination and ensures equal opportunity and access for persons with disabilities. Title II and Title III of the Americans with Disabilities Act provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service.

Under DOT ADA regulations, 49 C.F.R. Section 37.121(a), “each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.”

## **TACC ADA POLICY**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the Transportation Authority of Calhoun County (TACC) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

## **ELIGIBILITY**

The Transportation Authority of Calhoun County, operating as Ride Calhoun, provides public transportation services on our fixed route buses and door-to-door transportation services through the use of RC MOVE for persons who are certified as being ADA paratransit eligible.

TACC’s eligibility criteria was developed under the guidelines established by U.S. Department of Transportation Americans with Disabilities Act of 1990 which defines “ADA paratransit eligible” as a person with physical, visual, or mental functional limitation which causes him or her to be unable to use accessible fixed-route transportation. The diagnosis of a potentially limiting illness or condition is not sufficient for paratransit eligibility.

The ADA law says the following factors must be considered in determining ADA paratransit eligibility:

- A person’s disability and functional abilities
- Accessibility of the fixed-route system
- Architectural barriers
- Environmental conditions

A person’s age, the distance to bus stops, weather and environmental barriers do not, alone, establish eligibility.

## **HOW TO APPLY FOR ADA PARATRANSIT CERTIFICATION**

To be eligible for TACC's ADA Paratransit service each person must complete an application for certification. Applications are available at TACC's Administrative Office, 339 W. Michigan Ave, Battle Creek, MI 49037, by calling (269) 966-3474 and one will be mailed, or by going to <https://ridecalhoun.org>.

TACC will evaluate the information in the application. In order to evaluate your request, it may be necessary to contact a physician or other professional to confirm the information you have provided. You will be informed of your approval or disapproval within 21 days of the receipt of the application. If your application is approved, you will be given information on how to get your identification card and use the RC MOVE service and/or information regarding reduced fares on fixed route buses. If your application is disapproved, you will be given information on how to appeal the determination.

## **APPEAL PROCESS**

Upon receiving notification that your application for ADA was not approved, the applicant will have 60 days in which to appeal the decision. Appeals under this process will be determined by the Operations Supervisor. All requests for appeals should be in writing and sent to:

Operations Manager – Flex & Move  
Transportation Authority of Calhoun County  
339 West Michigan Ave.  
Battle Creek, MI 49037

Upon request, the applicant will be afforded an opportunity to be heard and to present information and arguments to support a determination of ADA eligibility.

No individual involved in the original determination to deny eligibility shall have a decision-making role in an appeal of that determination.

For denials of ADA eligibility, the Transportation Authority of Calhoun County is not required to provide paratransit service (priority scheduling) to the applicant while the appeals process is underway. However if the Operations Supervisor has not made a determination within 30 days of receiving the appeal, then the applicant's appeal is automatically upheld and ADA eligibility is granted to the applicant.

## **HOURS OF OPERATION**

RC MOVE service coincides with TACC's RC MAX fixed route service hours. The hours of operation for RC MOVE are Monday-Friday, 5:15 a.m. – 3:45 p.m. RC MAX and RC MOVE do not operate on Saturday, Sunday, or on the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## **FARES**

The one-way fare for ADA certified passengers is \$3.

Multi-ride passes, which may be used on RC MOVE vehicles, are available for purchase. ADA passes are for those qualified only, one qualified companion, and are otherwise nontransferable.

Passengers are required to pay the fare at the time of boarding the vehicle. Passengers must have exact fare, operators cannot make change. Passengers who cannot pay the fare will not be allowed to ride. Only RC MOVE Punch Passes and Cash are accepted on TACC vehicles.

For more information on where to purchase passes, please call TACC at (269) 966-3474.

## **DRIVER ASSISTANCE**

RC MOVE service is door to door public transportation for Battle Creek area residents. Vans are shared with other passengers and a van may make a number of stops picking up and/or dropping off other passengers.

All of TACC's Operators will provide passenger assistance if requested in boarding and disembarking the vehicle. Passenger assistance may include guiding the passenger to the vehicle, lending a steady arm for balance, deploying the lift and loading passenger on the lift, finding a seat or securing a wheelchair.

TACC Operators will not provide assistance that involves bearing weight, including lifting and carrying passengers or their possessions. Individuals who need extensive assistance in traveling should arrange for a Personal Care Attendant to accompany and assist them.

Operators do not go inside homes, offices, or apartment buildings, and they do not take passengers up and down steps.

## **HOW TO SCHEDULE A TRIP**

All customers wishing to utilize the RC MOVE service must be registered. To register or make reservations, contact dispatch by calling (269) 966-3474, option 2, Monday through Friday, during the hours of 8:00 a.m. – 5:00 p.m.

Under the Americans with Disabilities Act (ADA), TACC must provide next day service to our customers that have been certified as "ADA" due to their inability or difficulty in using the regular fixed route bus service. Same day requests may be accommodated if space is available.

ADA certified customers may schedule next day service for Mondays and the day after a holiday by calling (269) 966-3474 and leaving a voice mail. Please provide your name, the trip request information and a phone number where you can be reached.

If a requested trip time is not available, the dispatcher may offer a trip time up to one (1) hour before or one (1) hour after the requested trip time to accommodate all ride requests. If the passenger has an appointment, the negotiated time will be before the requested time.

When you call to reserve a trip, please have the following information ready to give the dispatcher:

1. Your name, address and phone number.
2. The day and time you wish to schedule your trip.
3. The origin, destination, and desired time of your trip. The dispatcher will ask you to schedule your return trip, if needed, at the time that you make your initial trip reservation. Please be specific on which building and/or entrance you wish to use, if applicable.
4. Any special needs you may have, such as a mobility device, visually impaired, etc.
5. Anybody traveling to assist you (PCA) and companions. You are allowed to schedule one (1) fare-paying companion. Companions pay the same fare as the registered customer. Additional companions may be scheduled based on space availability.

RC MOVE vehicles may arrive fifteen (15) minutes prior to and fifteen (15) minutes after your scheduled pick up time. The vehicle will wait five (5) minutes before it must leave to accommodate other scheduled trips.

### **HOW TO CANCEL A TRIP**

If your plans change and you do not need your trip, please cancel one or more hours before the scheduled trip by calling dispatch at (269) 966-3474, option 2.

When canceling please give the dispatcher your name and trip information. Make sure you also cancel your return trip if you will not need it. Once the trip is canceled the dispatcher will supply you with a cancellation number.

Any change to your reservation must be made with the dispatcher and not with the driver.

### **“NO-SHOW” POLICY**

As an ADA Certified customer, you have priority scheduling. To accommodate this, it means we may have to cancel a ride that a non-ADA certified customer already has scheduled. Therefore, we highly encourage you to contact dispatch at least sixty (60) minutes before your scheduled pickup window should you need to cancel your ride so we may be able to accommodate other customers during that time frame.

The No Show policy is intended to encourage passengers to call in advance and cancel unneeded trip reservations. Passengers who continually fail to cancel or take the scheduled rides are reserving capacity that could be available to another passenger.

## ANNOUNCING OF MAJOR BUS STOPS / TIMELINES

ADA law requires that transit systems have a mechanism in place whereby major bus stops along each fixed route are announced so that individuals with visual impairments will be oriented to their location. If an individual requests to have additional stops called out the operator must abide by this request.

Whether or not the bus has a PA system or if the system is not working, the operators are required by law to announce verbally the call outs listed below. *The bus stop signs just prior to the call outs listed below are orange to serve as a reminder to call out the next location.*

ROUTE	ORANGE SIGN	ADA CALL OUT
1W - WEST MICHIGAN	<ol style="list-style-type: none"> <li>1. Leila Arb.</li> <li>2. Dunning</li> <li>3. Robinson</li> <li>4. Urbandale Plaza</li> <li>5. 493 W Michigan</li> <li>6. Back of Shranks</li> </ol>	W Michigan & 20 <sup>th</sup> , OB Willard & Bedford, OB Davidson Dr. & Wolfe, IB W Michigan & Bedford, IB W Michigan & Kendall, IB Transportation Center
2E - EMMETT - EAST	<ol style="list-style-type: none"> <li>1. North at Hospital</li> <li>2. Garrison</li> <li>3. Sycamore</li> <li>4. Hunter</li> <li>5. North</li> <li>6. McCamly at Mich.</li> </ol>	KCC, OB Emmett & McKinley, OB Eaton & East, IB East & Emmett, IB North & Garfield, IB Transportation Center
2W – COLUMBIA - TERRITORIAL	<ol style="list-style-type: none"> <li>1. Beckman</li> <li>2. Pleasant</li> <li>3. 20<sup>th</sup> at Iroquois</li> <li>4. Sunshine Auto</li> <li>5. Super Print</li> <li>6. Dickman</li> </ol>	Territorial & La Vista, OB Territorial & La Vista, OB Columbia Plaza, OB Meijer, IB Riverside & Columbia, IB Transportation Center
3E - MAIN & POST	<ol style="list-style-type: none"> <li>1. Main at RR Tracks</li> <li>2. Main St Market</li> <li>3. Caine</li> <li>4. Main</li> <li>5. Pittee</li> <li>6. NE Capital at Bank</li> </ol>	Main & Willow, OB Glennwood Trace, OB Post Cereal, IB Main & Mary IB Michigan & Division, IB Transportation Center
3W - KENDALL - GOODALE	<ol style="list-style-type: none"> <li>1. Gould</li> <li>2. Wilds</li> <li>3. Roosevelt</li> <li>4. Truth</li> <li>5. Howland</li> <li>6. Hamblin at Carlye</li> </ol>	Washington & Champion, OB Goodale & Redner, OB Roosevelt & Springview, IB Hubbard & Parkway, IB Manchester & Washington, IB Transportation Center
4N - N.E. CAPITAL	<ol style="list-style-type: none"> <li>1. Merritt</li> <li>2. Maplegrove</li> </ol>	Capital & Union, OB Capital & Emmett, OB

	3. Wagner Drive 4. Hunter 5. Broad 6. Hamblin at Monroe	Roosevelt & Capital, IB Capital & Emmett, IB Capital & Union, IB Transportation Center
4S - S.W. CAPITAL	1. Lakeview 2. Old Gary Field's 3. ABC Warehouse 4. Beckley at Target 5. Weeks 6. Horrocks	Capital & Columbia, OB Beckley & Capital, OB Felpaush Store, OB Lakeview Square Mall, IB Capital & Columbia, IB Transportation Center
5W FORT CUSTER - VA HOSPITAL	1. Ottawa 2. Armstrong 3. Harts Lake Rd. 4. Tech Center 5. Brookside 6. Hamblin at Carlye	Dickman & Hill Brady, OB VA Hospital, IB Hill Brady & II Stanley, OB Hill Brady & Dickman, IB Liberty Commons, IB Transportation Center
5W FORT CUSTER - VA HOSPITAL (Express)	1. Ottawa 2. Harts Lake Rd. 3. Armstrong 4. Brookside 5. Hamblin at Carlye	Dickman & Hill Brady, OB Hill Brady & II Stanley, OB VA Hospital, IB Liberty Commons, IB Transportation Center

## MOBILITY DEVICES

All TACC vehicles accommodate wheelchairs, as defined by the ADA. This includes manual wheelchairs, power wheelchairs, and mobility scooters (both 3 and 4 wheeled).

## WHEELCHAIR SECUREMENT

All mobility devices must be secured to the floor of buses/vehicles during transportation. Passengers may not unsecure their mobility devices while the vehicle is in motion. Operators will secure the wheelchair or scooter.

Wheelchair and scooter users are required to set the wheel locks or power off the device when riding up or down on a lift and when secured in the wheelchair space.

TACC passengers are required to wear lap and shoulder restraints. Operators will assist their passengers with securing these restraints.

Passengers who fail to comply with this policy may be denied transportation, in accordance with ADA regulations.

## **PERSONAL CARE ATTENDANT POLICY**

A Personal Care Attendant (PCA) is someone designated or employed specifically to help an individual with a disability meet his or her personal needs in daily living activities.

An ADA qualified passenger, who acknowledges the need for a PCA may have one travel with them free of charge on RC MOVE vehicles. In addition to the PCA, one (1) fare-paying Companion may also ride with a certified RC MOVE rider. When booking a reservation, the rider must tell the Dispatcher who will be accompanying the rider. This allows for adequate vehicle space for other scheduled passengers during the shared ride. If the rider fails to make the notification at the time of reservation, additional passengers will be accommodated only if there is room on the vehicle.

## **PORTABLE OXYGEN/ RESPIRATOR POLICY**

As required by the ADA, individuals using our transportation services may bring respirator, portable oxygen equipment, and/or other life support equipment on board our vehicles. All equipment must be small enough to fit into our vehicles safely and without obstructing the aisle and/or blocking emergency exits. Passengers must secure the equipment by means such as carrying the equipment, using a shoulder strap, or securing the equipment to a wheelchair. If the passenger cannot maintain control of their equipment, the passenger must have a PCA to perform those functions.

## **SERVICE ANIMAL POLICY**

As required by the ADA, any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, have access to our vehicles. All service animals must be kept under the control of their owner at all times and abide by local animal safety regulations.

Under ADA regulations, the definition of a service animal is an animal “individually trained to work or perform tasks for an individual with a disability.” If an animal’s only function is to provide emotional support or comfort for the passenger, that animal would not fall under the regulatory training-based definition of a service animal.

Non Service -Small animals (under 25 pounds) may travel on TACC’s vehicles in a properly secured animal transport container small enough to fit on the owner’s lap. Operator’s will not provide assistance in carrying the transport container. Animals must be fully under control of the rider. Riders are responsible for the behavior and hygiene needs of service animals. Small animals will be denied transport if seriously disruptive.

## **VISITOR POLICY**

Transportation Authority of Calhoun County (TACC) is required to provide complementary (equivalent) paratransit service under 37.121 of (Part 37) and shall make the service available to visitors from out of town on the same basis as it is provided to local residents without the

distinction. For the period of a visit, the visitor is treated exactly like an eligible local user, without any higher priority being given to either.

If the visitor has been certified as ADA “Paratransit Eligible” by another public entity, TACC will honor the certification and the visitor may use the RC MOVE service for up to 21 days. Visitors who are not certified by another transit provider and who claim presumptive eligibility may be requested to provide certain documentation, such as place of residence and the nature of their disability.

The 21 days of service provided to visitors with disabilities are to be calculated as any combination of 21 days during any 365 day period, beginning with the visitor’s first use of service. Visitors who require more than 21 days of service within a 365 day period are required to apply for local eligibility through the certification process.

## **HOW TO FILE A COMPLAINT**

All passenger comments, positive and/or negative are welcomed and will be investigated by TACC’s ADA Coordinator. Passengers may send their comments to TACC by mail, email, fax or phone. Comments should be directed to:

Transportation Authority of Calhoun County  
Attn: ADA Coordinator  
339 W. Michigan Avenue  
Battle Creek, MI 49037

Phone (269) 966-3474 Fax (269) 966-3652

Email: [mfortney@ridecalhoun.org](mailto:mfortney@ridecalhoun.org)

When filing a complaint report riders are encouraged to provide the following information:

- Passenger’s name, address and telephone number
- Date and time of the incident
- Details of the incident

Rider confidentiality will be ensured when investigating and resolving complaints.

TACC will respond to all complaints within 30 days of receiving the complaint and may contact the complainant for additional information, documentation, and resolution.

**Transportation Authority of Calhoun County (TACC)  
ADA Complaint Form**

The following information is necessary to assist us in processing and investigating your complaint. If you require assistance in completing this form, then please contact the ADA Coordinator at (269) 966-3489.

**Section I:**

Name: \_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_ Alt. Tele. No.: (\_\_\_\_) \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Electronic Mail (email) address: \_\_\_\_\_

**Section II:**

Are you filing this complaint on your own behalf?  Yes\*  No  
\*If you answered "yes" to this question, then skip to Section III.

If not, then please supply the name and relationship of the person for whom you are complaining: \_\_\_\_\_

Please explain why you have filed for a third party: \_\_\_\_\_  
\_\_\_\_\_

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party  Yes  No

**Section III:**

Name of the agency complaint is against: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Section IV**

Which of the following best describes the complaint? (Check all that apply)

Disability  Reasonable Modification  Other

Date of Alleged Incident (month/day/year): \_\_\_\_\_

Witnesses (if applicable):

Name: \_\_\_\_\_ Contact Info.: \_\_\_\_\_  
Name: \_\_\_\_\_ Contact Info.: \_\_\_\_\_

Explain as clearly as possible what happened and how you believe you were discriminated against or the complaint at hand. Describe all persons who were involved, and provide the names and title of all TACC employees involved, if possible. Be sure to include the names and contact information of any witnesses. If more space is needed, then please use the back of the form.

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**Section V:**

Have you filed this complaint with any other Federal, State, or local agency; or with any Federal or State court?  Yes  No

If yes, check all that apply:

Federal agency  Federal court  State agency  State court  Local agency

Please provide information about a contact person at the agency/court where the complaint was filed.

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You may attach any written materials or other information that you think is relevant to your complaint. I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Signature and date required below:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Please submit this form in person at the address below or mail this form to:**

**ADA Coordinator  
Transportation Authority of Calhoun County  
339 West Michigan Avenue  
Battle Creek, MI 49037-2313**

Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_

## **Public Notice of Rights Under The Americans With Disabilities Act Transportation Authority of Calhoun County**

- In accordance with the requirement of Title II of the Americans with Disabilities Act of 1990 (ADA), Transportation Authority of Calhoun County (TACC) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.
- TACC provides reasonable modifications for individuals with disabilities by making changes to policies, practices, or procedures to ensure that people with disabilities have an equal opportunity to enjoy all programs, services, and activities.
- Complaints that a program, service or activity of Transportation Authority of Calhoun County is not accessible to persons with disabilities should be directed to TACC's ADA Coordinator, Mary Fortney at 269-966-3474; email to [mfortney@ridecalhoun.org](mailto:mfortney@ridecalhoun.org) or visit our administrative office at 339 W Michigan Avenue, Battle Creek, MI 49037.
- For more information on the Americans with Disabilities Act, visit our website at <https://ridecalhoun.org>
- To request this document or information in another language please call (269) 966-3474.
- Para solicitar este document o informacion en otro idioma, por favor llame (269) 966-3474.

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 30-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, The Board of the Transportation Authority of Calhoun County (TACC) has determined it is necessary to enter into one or more lease agreements and other agreements as necessary for operations; and

**Whereas**, Authority staff has reviewed comparable properties and facilities and based on the fiscal and strategic needs of the Authority as well as accessibility considerations, staff has identified a suitable property at 49 South Cass Street, Battle Creek, Michigan 49037; and

**Whereas**, the Board has reviewed and considered a proposed lease agreement reflecting a three year lease not to exceed \$50,800 annually with additional rents payable for necessary modifications;

**Now, Therefore**, be it resolved that the Executive Director is hereby authorized to negotiate with Bright Light Real Estate LLC for an office lease of a suite of offices and space at 49 S. Cass St. based on the terms of the draft lease agreement; and

**Be It Further Resolved**, that the Executive Director may execute the lease agreement, including the payment of additional rents and/or deposits up to 25% of the total lease cost so long as the terms contained therein do not contain substantial changes to the key terms set forth on the attached lease agreement.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **GROSS LEASE AGREEMENT**

This Gross Lease Agreement (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), between Bright Light Real Estate, LLC, a Michigan limited liability company (“Landlord”), and Transportation Authority of Calhoun County (also known as “Ride Calhoun”), (“Tenant”).

### **Background**

Landlord owns the property located at 49 South Cass Street and West Jackson Street, Battle Creek, MI 49037 (the “Property”) described on the attached Exhibit A.

Tenant desires to lease the third floor of the Building that is located on the Property according to the following terms and conditions.

### **Terms of the Lease**

1. **Property.** Landlord hereby leases to Tenant that portion of the Property and Building which is on the 3<sup>rd</sup> floor, 2,540 square feet described on the attached Exhibit B. The leased premises shall hereinafter be referred to as the “Premises”. Tenant accepts the Premises in “AS IS” condition. Tenant has investigated and is satisfied that it’s proposed use of the Premises is for office space and that the Property is properly zoned to accommodate Tenant’s use.

- a. **Provided Furnishings and Personal Property.** Landlord shall provide Tenant with certain furnishings, furniture, fixtures, equipment, and other personal property (collectively, the “Furnishings”) for Tenant’s use during the Term of the Lease. A detailed inventory of all Furnishings is attached as Exhibit C. The Furnishings shall remain the property of Landlord at all times. Tenant shall use the Furnishings only within the Premises and only for the purposes contemplated by this Lease. Tenant shall not remove any Furnishings from the Premises without Landlord’s prior written consent. Upon the expiration or termination of this Lease, Tenant shall return all Furnishings to Landlord in good condition, reasonable wear and tear excepted. Landlord makes no representations or warranties, express or implied as to the condition, quality, durability, or suitability of the Furnishings for Tenant’s intended use. Tenant accepts the Furnishings in their “as is” condition. Landlord shall not be responsible for repairing or replacing any Furnishings during the Term unless otherwise agreed to in writing.

2. **Term.** The initial term of this Lease (the “Term”) shall be three (3) years, commencing on December 1, 2025 (the “Lease Commencement Date”), and expiring on December 31, 2029, subject to Tenant's option to renew the Term as provided for herein. The Lease Term will include any renewal periods. Each year of the Lease may be referred to herein as a “Lease Year”, the first of which shall begin on the Rent Commencement Date, as defined below.

Provided that Tenant is not then in default of this Lease beyond any cure period, Tenant shall have the option to renew this Lease for one (1) additional terms of three (3) years. The "Renewal Period" shall commence immediately after the end of the original term of this Lease.

3. Alterations and Improvements. Tenant shall not make any alterations or improvements without the express written consent of Landlord.

4. Parking. During the Term of this Lease, the Tenant will be entitled to use five (5) parking spaces along the entry to Cass St on the west side of the road, as depicted on Exhibit B. Landlord reserves the right to reassign Tenant's parking spaces in Landlord's sole discretion.

5. Gross Rental. Tenant covenants and agrees to pay Landlord gross rent (or "Rent") for the first Lease Year the gross sum of Fifty Thousand, Eight Hundred and no/100 Dollars (\$50,800.00), which amount shall be payable on a monthly basis in the amount of Four Thousand, Two Hundred and Thirty Four and no/100 Dollars (\$4,234.00) in advance on the first (1<sup>st</sup>) day of January, 2026 (the "Rent Commencement Date") and then on the 1<sup>st</sup> of each calendar month following the Rent Commencement Date. Rent shall be payable at Landlord's address set forth in this Lease, or at such other place as Landlord may designate in writing from time to time.

6. Utilities and Other Charges. Landlord shall pay for the utility services rendered or furnished to the Premises during the Term. Tenant shall pay its pro rata share of gas and electricity. Tenant's pro rata share of gas and electricity will be based on \_\_\_\_\_% (2,540 square feet divided by 10,340 total square feet) and Landlord will issue a monthly invoice to Tenant for its pro rata usage. Invoices are payable immediately, and will become delinquent after 30 days. Such pro rata utility invoices are also considered "Rent" under this Lease.

In addition to the foregoing, the Tenant shall also pay all other direct third-party expenses which it incurs including, but not limited to, phone and data, internet, and any security costs.

7. Repairs and Maintenance. Tenant, at its direct and sole expense, shall keep in good order and repair all interior portions of the Premises, including but not limited to, all interior glass, doors, walls, flooring, ceiling grid, ceiling tiles and/or boarding, lighting fixtures, bathrooms including all fixtures and hardware, any trade fixtures and other business property, and any other leasehold improvements.

Except as set forth in the foregoing sentence or damage or destruction caused by Tenant or its employees, guests, invitees, agents or representatives (the "Associated Parties" of a party), Landlord shall maintain, repair, and replace the entire Property at its sole cost., including, but not limited to, the exterior, roof and structural portions of the Building, common areas, Parking Lot, grounds and landscaping and all utility systems at the Property, including the electrical, plumbing, water, sewer, and HVAC, and any shared bathrooms. Landlord shall also maintain, repair and replace all exterior glass, and doors. Landlord shall complete at its cost any modifications, additions or improvements necessary to bring the Property at all times compliance with all federal, state, and local laws, statutes, rules, regulations, or ordinances, unless the change is necessitated by Tenant's operations or actions at the Premises, in which case Tenant shall be responsible to pay any such costs.

8. Tenant Requested Improvements. Landlord shall coordinate the construction of one, self-contained office within the Premises. All construction costs shall be paid by Tenant. Construction and any tasks managed by Landlord shall be invoiced at least monthly. Landlord shall issue invoices for construction and related tasks on at least a monthly basis. Such invoices shall be payable immediately upon

receipt and will be considered delinquent if not paid within 15 days. An initial construction budget shall be established before the Commencement Date. Tenant is responsible for any revisions or changes to the construction plan. Any construction or alterations undertaken by Tenant must be approved, in advance, by Landlord. All construction costs invoiced by Landlord to Tenant shall be deemed "Rent" under this Lease.

9. Taxes and Assessments. Landlord shall pay the real property taxes and assessments applicable to the Property during the Term of this Lease at its sole cost. Real property taxes shall not include any business or personal property taxes related to Tenant's business, which are Tenant's sole responsibility.

10. Tenant Signage. Tenant shall have the right, at its own expense, to install its desired signage on the road sign, on the outside of the Building, and on various internal directories, provided the same conforms to all local and state zoning codes and ordinances. All work to build, install and maintain Tenant's signage will be done in a good and workmanlike manner at no expense to Landlord. Upon the termination of this Lease, Tenant shall remove the Tenant signage at Tenant's cost and repair any damage resulting to the Landlord's Property caused by such removal.

11. Property Insurance. Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of insurance, covering the full loss and damage to the Property and Building against all perils included within the classification of fire, extended coverage, vandalism, malicious, mischief, and flood (if applicable), and special extended perils or "all risk" policy as used in the insurance industry, at its sole cost. Landlord shall provide to Tenant copies of any such insurance policies upon request.

12. Liability Insurance. Both Landlord and Tenant will separately obtain and keep in effect during the Term of this Lease comprehensive general liability insurance coverage with a combined single limit of Three Million Dollars (\$3,000,000.00) per occurrence, with respect to bodily injury and property damage resulting from or occurring with the Property, in each case with the other party as an additional insured party, as its interests appear. Each policy pertaining to such insurance shall provide for at least a thirty (30) days prior notification to the other party in the event of significant modification or cancellation. Prior to or on the Commencement Date, Tenant shall provide to Landlord a certificate evidencing the existence of the insurance required under this Section.

13. Waiver of Subrogation. Tenant and Landlord do hereby remise, release, and discharge the other party and all Associated Parties from any liability whatsoever arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation clause) is carried by the insured party at the time of such loss, damage, or injury to the extent of any actual recovery by the insured party under such insurance.

14. Indemnification. Each party shall indemnify and hold the other party and its Associated Parties harmless from and against all losses, claims, damages and expenses resulting from any accident or other occurrence on or about the Premises, caused by said party's negligence which may result in injury or death to any person or damage to any property.

15. Damage and Destruction. If the Premises shall be partially damaged or destroyed by fire or other casualty, acts of God or other cause which is an insurable peril, then this Lease shall remain in full force and effect and the damage to the Premises shall be repaired by Landlord within the 120 days of the date of such damage or destruction. The Landlord shall repair the Premises diligently so that the same shall be accomplished as soon as reasonably possible. Until such repairs have been fully completed and the Premises is restored to a completely tenantable condition, Rent and all other payments hereunder shall be abated on a per diem basis proportionate to the extent and for the period that the Premises is

untenantable. Neither Landlord nor Tenant shall incur any liability on account of any delay incurred in good faith in the making and/or completion of such repairs which may arise by reason of adjustment of insurance or by labor strikes, unavailability of necessary materials, acts of God and other circumstances beyond the control of Landlord.

If all or substantially all of the Premises is rendered untenable or incapable of reasonable and safe access, by fire or other casualty, acts of God or other cause, or is not fully restored or repaired within 120 days after such damage or destruction, then Tenant shall have the right to terminate this Lease, by providing Landlord written notice of such termination. If the Premises is rendered untenable during the final twelve (12) month period of (1) the Initial Term or (2) any Renewal Term, Landlord shall then have the right to terminate this Lease unless, within thirty (30) days following the mutual agreement of Landlord and Tenant, Tenant exercises its next available Renewal Period, if any. If the Premises is rendered untenable as described in this Section during the final twelve (12) month period of the final Renewal Term, Landlord shall then have the right to terminate this Lease.

Landlord shall exercise its right to terminate this Lease by notice to Tenant within the sixty (60) day period following such untenability. In the event neither Landlord nor Tenant elect to terminate this Lease, Landlord shall proceed to diligently repair, restore or rehabilitate the Premises, at Landlord's expense, and Tenant shall at its expense diligently repair, restore or rehabilitate Tenant's personal property and leasehold improvements so that same shall be accomplished as soon as reasonably possible.

16. Conduct of Business; Use of Property. Through the Term, Tenant shall fully comply with all applicable Federal, state, and local statutes, ordinances, rules, regulations, and orders governing the Premises and the condition thereof, including, without limitation, the American with Disabilities Act. Tenant shall not use nor permit the use of the Premises in any manner which will tend to create waste or a nuisance. It shall be a condition of this Lease that Tenant shall have obtained any required permits, licenses, approvals, and authorizations necessary to enable Tenant to lawfully occupy the Premises and operate its business as contemplated herein.

17. Covenant of Quiet Enjoyment. Landlord covenants that it owns the Premises in fee simple and has the right to execute this Lease. Provided that Tenant performs in accordance with the terms and conditions hereof, Tenant shall have the peaceable possession and quiet enjoyment of the Premises throughout the Term without any interference or restriction by Landlord or any other person.

18. Tenant's Default. If there shall be a default in the payment of Rent, or any part thereof, by Tenant for more than five (5) days after receipt of written notice thereof, or if there shall be default by Tenant in the performance of any other material covenant or material condition herein contained for more than thirty (30) days after receipt of written notice thereof, then upon any of such events, Landlord may terminate this Lease under Michigan law. Tenant shall owe to Landlord all costs involved with the collection of such Rent and the eviction of Tenant, all costs related to Landlord's legal and court expenses to enforce its rights, including attorney's fees and court costs, as well as the cost for any repairs and cleaning required to reasonable restore, clean, market and tour such Premises with a prospective replacement tenant. Landlord may also pursue any other remedy that the law allows.

19. Landlord's Default. If Landlord defaults in the observance or performance of any material term or covenant in this Lease, and does not cure said default within thirty (30) days after receipt of written notice from Tenant, Tenant shall have the right to (in addition to, and without limitation of, such other rights as Tenant may have at law or in equity), but shall not be obligated to, remedy such default. All sums

incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, provided Landlord agrees that such Tenant remedies were made appropriately and within market costs for the same. Tenant shall also have the express right to offset its Rent with the cost for any such repairs.

20. Eminent Domain. If the possession of, title to, or ownership of all of the Property, or up to 40% of the Premises, and thereby renders the balance of the Premises impractical for the operation of Tenant's business, shall be permanently taken or condemned by any authority or entity under power of eminent domain, or any similar power for any public or quasi-public use or purpose, or shall be transferred by agreement in connection with such public or quasi-public use or purpose with or without a proceeding being instituted, then this Lease shall terminate upon the transfer of title to such authority or entity.

In the event that either before or after the Commencement Date any portion of the Property shall be taken or condemned by any authority under power of eminent domain or any similar power for any public or quasi-public use or purpose, but not so much thereof as to render the balance of the Premises impractical for the operation of Tenant's business, then this Lease shall remain in full force and effect, except that Rent shall abate in an amount based upon the proportion which the rentable area of the Premises so taken or condemned bears to the total rentable area of the Premises, and Landlord shall, within a reasonable time after the occurrence or transfer, at Landlord's expense, completely repair, restore and rebuild any portion of the Premises or other improvements damaged by such taking, condemnation or transfer to a condition as near as practicable as that which existed immediately prior to such taking, condemnation or transfer.

21. Surrender of Property. At the expiration of this Lease, or at the earlier termination of the Lease as herein provided, Tenant will peaceably and quietly leave the Premises and surrender possession thereof to Landlord in as good condition as existed upon the commencement of the Term, reasonable wear and tear, damage by insurable casualty or for which Tenant is not otherwise responsible, taking by eminent domain and permitted alterations and improvements excepted.

22. Warranties. Landlord hereby represents and warrants to Tenant that: (i) Landlord has full power and authority to enter into this Lease and to perform its obligations hereunder; (ii) the execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Property or any part thereof is bound; and (iii) there are no litigation, administrative proceedings or other legal or governmental actions with respect to the Property which have been commenced, nor has Landlord received oral or written notice as to actual proceedings or actions, or as to a claim which may result in such proceedings or actions. Tenant hereby represents and warrants to Landlord that (i) Tenant has the full power and authority to enter into this Lease and perform its obligations hereunder; (ii) the execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term provision of any agreement or instrument to which Tenant is a party; and (iii) there are no litigation, administrative proceedings, or other legal or governmental actions with respect to Tenant that have been commenced, nor has Tenant received oral or written notice as to any actual proceedings or actions or a claim that might result in such proceedings or actions.

23. Non-Disturbance. This Lease shall be subject and subordinate to any mortgage or deed of trust, which constitutes a lien on the Property, and to all renewals, modifications, consolidations, replacements and extensions of same, including new future mortgages; provided, however, that any such mortgage or any other security interest shall provide that provided the Tenant is in compliance with the terms of this Lease, that its occupancy shall not be disturbed. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises at any time during the Term upon reasonable written notice not to exceed 2 business days to Tenant in order to inspect and make repairs.

24. Modifications. There have been no representations, covenants or warranties by either party to the other which qualify, impair, modify or eliminate any terms, representations, covenants or warranties contained herein. No amendment to this Lease shall be effective unless the same shall be reduced to writing and signed by the parties hereto.

25. Remedies. The specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them of any provision of this Lease.

26. Succession. All of the terms, covenants and conditions of this Lease or any extension, amendment or modification thereto, shall inure to the benefit of and be binding upon the respective heirs, administrators, successors and assigns of the parties hereto.

27. Effect of Waiver. The failure of either party to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by the other party shall not be construed as a waiver of the right of either party to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given either party by reason of the violation of any of the other covenants of this Lease.

28. Notices. Whenever in this Lease it shall be required or permitted that notice or demand be delivered or served by either party upon the other, such notice or demand shall be in writing and shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, and addressed as follows, or on the date such notice is personally delivered to a principal of a party, as appropriate, or on the date such notice is sent to a working email to any principal of any party or to a party's attorney.

To Landlord:                      Bright Light Real Estate, LLC  
49 South Cass St., Ste. 2B  
Battle Creek, MI 49037  
Attn: Lindsey A. Potter  
Email: lindsey@brightlightece.com

With a copy to: Kreis Enderle Hudgins and Borsos, P.C.  
1 West Michigan Avenue  
Battle Creek, MI 49017  
Attn: Kay E. Kossen, Attorney  
Email: kkossen@kreisenderle.com

To Tenant:                      **[insert Tenant information]**

29. Severability. If any Section, subsection, term, or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said Section, subsection, term, or provision of this Lease or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining Section, subsection, term, or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. Governing Law. The terms and provisions of this Lease shall be governed in all respects by the laws of the State of Michigan. The parties agree that any dispute between them will be exclusively adjudicated in the state or Federal courts for Calhoun County.

31. Attorney Fees. Notwithstanding anything to the contrary in this Lease, in the event that either Landlord or Tenant shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorney fees. The "prevailing party", if any, shall be determined by the court hearing such matter.

32. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the matters set forth herein, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Lease supersedes all prior and contemporaneous agreements, understandings, negotiations, statements, and discussions, written or oral, of the parties hereto, relating to the matters contemplated by this Lease.

IN WITNESS WHEREOF, Landlord and Tenant hereto have executed this Lease on the day and year as set forth above.

LANDLORD:

Bright Light Real Estate, LLC, a Michigan  
limited liability company

By: Lindsey A. Potter

Its: Member

TENANT:

The Transportation Authority of Calhoun County

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

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

**Exhibit A**

## Legal Description of the Property

LAND SITUATED IN THE CITY OF BATTLE CREEK, COUNTY OF CALHOUN, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

## PARCEL 1:

THAT PART OF LOTS 73-75, RANGE OF BLOCKS 5, OF "MAP OF BATTLE CREEK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, ON PAGE 42, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHERLY MOST CORNER OF SAID LOT 73; THENCE SOUTH 20°34'35" WEST, 20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 20°34'35" WEST, 192 FEET ALONG THE WESTERLY LINE OF SAID LOT 73 AND THE SOUTHERLY EXTENSION THEREOF; THENCE SOUTH 69°40'15" EAST, 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 74 WHICH IS 190 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID LOT 74; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF THE PARCEL DESCRIBED IN LIBER 739 OF DEEDS ON PAGE 263 TO A POINT WHICH MEASURES 15 FEET AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 74; THENCE NORTH 20°52'33" EAST, 164 FEET, MORE OR LESS PARALLEL WITH THE WEST LINE OF LOT 75 TO THE SOUTH LINE OF THE NORTH 20 FEET OF SAID LOT 75; THENCE NORTH 69°40'09" WEST, 147 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF THE NORTH 20 FEET OF LOTS 73-75 TO THE POINT OF BEGINNING.

## PARCEL 2:

LOTS 66, 67, 90, 91 AND THE EASTERLY 48 FEET (49.36 FEET MEASURED) OF LOTS 68 AND 69, PLAT OF BATTLE CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN CALHOUN COUNTY RECORDS.

## PARCEL 3:

LOTS 69 AND 88, ALSO THE WESTELRY 18 FEET (16.64 FEET MEASURED) OF LOTS 68 AND 89, PLAT OF BATTLE CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN CALHOUN COUNTY RECORDS.

EXHIBIT B

Premises is 2,540 square feet on the third floor of the Building that is located on the Property. Access to bathrooms.

5 parking spaces as depicted below

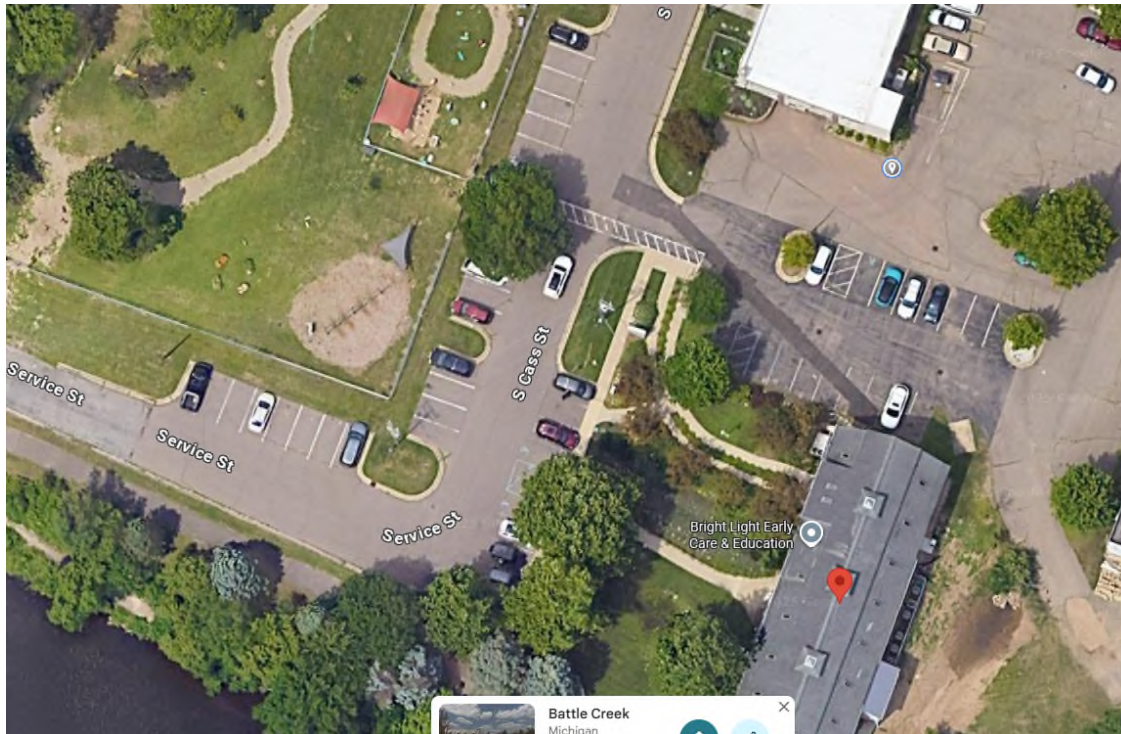


EXHIBIT C

FURNISHINGS

7 - 10 Office chairs, various conditions, all in working order  
40 Conference room swivel chairs, red  
1 Oak cabinet (no back)  
2 fridges (one new, one old)  
2 microwaves (both old)  
1 oak glass top bar table  
2 bar stools  
3 fabric room dividers  
Gray office furniture - 1 L-shaped desk, 1 rectangular desk, 1 table, 1 2-drawer filing cabinet counter height  
Reception desk cubicle  
4 blonde maple color workstations  
3 oak curved tables  
8 oak rectangular tables  
1 oval conference table  
1 coffee table glass shelves

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
BOARD OF DIRECTORS**

**Resolution 31-2025**

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held in the Chambers of Marshall City Hall, located at 323 West Michigan Avenue, Marshall, Michigan 49068, on Tuesday, November 25, 2025, with Chair Erick Stewart presiding, the following action was taken:

**Whereas**, the latest national data shows that one person dies every 42 minutes in drunk-driving crashes, and hundreds of thousands more are injured every year in the United States; all of which are completely preventable; and

**Whereas**, the Christmas and New Year’s holiday periods from mid-December though January 1<sup>st</sup> are traditionally one of the deadliest times of the year for alcohol-impaired driving; and

**Whereas**, drivers must remember that driving impaired by any substance, drugs or alcohol, is illegal and potentially deadly for themselves, passengers and other road users; and

**Whereas**, based on December 2023 crash figures, male drivers were four times more likely to be involved in a fatal crash involving alcohol than female drivers, and drivers ages 21-34 accounted for the highest percent (25%) of alcohol-impaired fatalities that month; and

**Whereas**, organizations across the nation are joining together to promote Holiday Season National Enforcement Mobilization to remove impaired drivers from the roadways under the “Drive Sober or Get Pulled Over” national public awareness campaign during the December 12, 2025 – January 1, 2026 time period;

**Now, Therefore**, the Transportation Authority of Calhoun County hereby recognizes the 2025 Holiday Season National Enforcement Mobilization effort from December 12, 2025 – January 1, 2026 under the “Drive Sober or Get Pulled Over” campaign. We call upon everyone to promote awareness of the impaired driving problem, to promote safer and healthier behaviors regarding the use of alcohol and all drugs, and to promote the awareness campaign this holiday season and throughout the year.

**CERTIFICATE**

The undersigned duly qualified Board Secretary of the Transportation Authority of Calhoun County certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Transportation Authority of Calhoun County held on November 25, 2025.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date