



**Waccamaw Regional Transportation Authority  
Board of Directors Meeting Agenda  
January 27, 2022  
12:00 PM**

- I. Welcome and Call to Order
- II. Invocation and Pledge of Allegiance
- III. Roll Call
- IV. Approval of Agenda
- V. Approval of Minutes – December 04, 2021
- VI. Acknowledgement of Visitors
- VII. Public Comment (3-minute time limit)
- VIII. Committee Reports
  - a. Finance Committee
  - b. Service/PAC Committee
  - c. Ad Hoc Committees
- IX. Old Business
  - a. Board membership
  - b. COVID Policy
- X. New Business
  - a. Referendum Ad Hoc Committee
- XI. General Manager's Report
- XII. Resolution – JAN2022-01 Approval of Updated Procurement Manual
- XIII. Executive Session – to discuss contractual matters.
- XIV. Good of the Order
  - a. Website updates
- XV. Announcements
- XVI. Adjournment

Next meeting date: Thursday, February 24, 2022 @ 12:00PM

**FY 2022 BOARD OF  
DIRECTORS ATTENDANCE  
ROSTER**



	<b>OCT 25</b>	<b>DEC 4</b>	<b>JAN 27</b>	<b>FEB 24</b>	<b>MAR 24</b>	<b>APR 28</b>	<b>MAY 26</b>	<b>JUN 23</b>	<b>JUL 28</b>	<b>AUG 25</b>	<b>SEP 22</b>
<b>D'Angelo, Katharine</b>	X	X									
<b>Eickhoff, Darrell</b>	X	X									
<b>James, Greg</b>	X*#	A									
<b>Johnson, Lillie Jean</b>	X#	X									
<b>Keene, Marvin, Ph.D. CFA</b>	X	X									
<b>Lazzara, Joseph</b>	E	X									
<b>Sheehan, Rob, Ph.D.</b>	X	X									
<b>Silverman, Bernard</b>	X	X									
<b>Wallace, Randal</b>	X	X									
<b>Conway (Vacant)</b>	-										
<b>Delegation 3 (Vacant)</b>	-										

X = In Attendance

A = Absent

E = Excused Absence

\* = Arrived after roll call

#= In attendance via conference call

revised December 2021



**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
d/b/a THE COAST RTA  
REGULAR BOARD OF DIRECTORS MEETING  
Saturday, December 4, 2021  
12:00 PM**

**Board Present:** Darrell Eickhoff  
Marvin Keene  
Joseph Lazzara  
Bernard Silverman  
Rob Sheehan  
Randall Wallace  
Katharine D'Angelo  
Lillie Jean Johnson

**Staff Present:** Brian Piascik, General Manager/CEO  
Ron Prater, Chief Financial Officer  
Lauren Morris, PIO  
Eileen Soisson, Sunshine Service

**Visitors:** None

In accordance with the Freedom of Information Act (FOIA), the 2021 meeting schedule was provided to the press at the beginning of the 2021 calendar year, stating the date, time and location. In addition, notice of this meeting was provided to the press and stakeholders, stating the date, time, and location on December 4, 2021.

**CALL TO ORDER:** Chairman Keene called the meeting to order at 9:50 AM and welcomed everyone.

**INVOCATION/PLEDGE OF ALLEGIANCE:** Dr. Keene gave the invocation, then led the Pledge of Allegiance.

**ROLL CALL/ANNOUNCEMENT OF QUORUM:** Roll call was taken. A quorum was present. The Board Chairman and Past Board Chairman asked that those absent from board meetings be recognized as "Excused", only if that board member informs the Board Liaison, in advance, that they are unable to attend. Board members who do not attend the meeting and do not inform the Board Liaison that they will be absent will be recognized as "Absent".

**APPROVAL OF AMENDED AGENDA** – There was a motion by Dr. Sheehan and a second by Mr. Eickhoff that the agenda be approved. The agenda was amended by the Board where a resolution was added to the agenda. A voice vote was taken; no nays being heard the agenda was approved unanimously.

**APPROVAL OF AMENDED MINUTES** – There was a motion by Mr. Eickhoff and a second by Dr. Sheehan to approve the October minutes. A voice vote was taken; no nays being heard, the motion passed unanimously.

**ACKNOWLEDGEMENT OF VISITORS:** No visitors were present.

**PUBLIC COMMENT:** None.

**FINANCE COMMITTEE:** Dr. Keene summarized the November Finance Committee meeting where the Committee reviewed October Financials, discussed the County’s American Rescue Plan program, and received updates on political movement regarding the Road Use Fee, the Authority’s CDL Training Program and the impacts of the federal Infrastructure Bill.

Significant highlights from the financials included:

- Substantial overage in facility maintenance because parking lot repairs were delayed and will be incurred during FY 22 rather than FY21. It should be assumed that the facility maintenance line item will be \$38K over budget until addressed within a budget revision.
- Transit and paratransit ridership numbers continue to exceed monthly levels from two years ago, as a result of additional service. Ridership recovery is estimated to be about 90% of pre-COVID levels.

There was not much of an update on Road Use Fees except to say that the Local Delegation does not expect the State Legislature to address changes in the next legislative session. Horry County is expecting Coast RTA to look into alternative forms of funding, including the possibility of a referendum for property taxes.

Coast RTA has trained four drivers and assisted them in obtaining their CDLs, with four more in the process.

The federal infrastructure bill should include a modest increase in federal formula funding (5307, 5310, 5311, & 5339). There will also be ample opportunities for capital project funding for facilities and buses.

**OLD BUSINESS:** The Board discussed regular meeting times and Committee representation. Beginning in CY22, Committees will be held on the third Thursday and regular Board meetings will be held on the fourth Thursday of each month. Full Board meetings will start at 12PM, while the committees may be adjusting times based on their respective Chair availability.

Road Use fee update was tabled for the retreat proceedings.

**NEW BUSINESS:** No New Business was introduced.

**GENERAL MANAGER'S REPORT:** GM report was tabled for retreat discussion.

**ANNOUNCEMENTS:** Mr. Silverman mentioned that he had received additional data from Sarah Brailer, CCU Professor, regarding transportation issues cited in her homelessness surveys. Survey respondents cited fewer issues with transportation from previous surveys, attributed potentially to increased transit service and reduced/no fares.

**ADJOURNMENT:**

There was a motion by Dr. Sheehan and a second by Mr. Eickhoff to adjourn the meeting. A voice vote was taken; no nays being heard the meeting was adjourned at 10:50 AM.

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY d/b/a THE COAST RTA  
DRAFT FY 2022 - FY 2024 BOARD OF DIRECTORS COMMITTEE**

<b>COMMITTEE</b>	<b>CHAIR</b>	<b>MEMBER</b>	<b>MEMBER</b>	<b>MEMBER</b>	<b>MEMBER</b>	<b>MEETING</b>	<b>STAFF LIAISON</b>
<b>FINANCE</b>	<b>Bernard Silverman</b>	Rob Sheehan	Darrell Eickhoff	Randal Wallace	TBD	MONTHLY	Brian Piascik/Ron Prater/ Kevin Parks
<b>SERVICE/PAC</b>	<b>Katharine D'Angelo</b>	Joseph Lazzara	Lillie Jean Johnson	Greg James	TBD	MONTHLY	Brian Piascik /Doug Herriott
<b>BY-LAWS</b>	<b>Katharine D'Angelo</b>	Lillie Jean Johnson	Greg James	TBD		AD HOC	Brian Piascik
<b>COMPENSATION</b>	<b>Rob Sheehan</b>	Marvin Keene	Randal Wallace	Katharine D'Angelo	TBD	AD HOC	Brian Piascik / Pamela Bellamy
<b>FUNDING</b>						AD HOC	Brian Piascik

**REVISED: DECEMBER 2021**



## **FINANCIALS**

**December 31, 2021**

**FY 2022**

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
TABLE OF CONTENTS  
December 31, 2021**

Page 1	Table of Contents
Page 2-3	Income Statement
Page 4	Notes to the Income Statement
Page 5	FY 19 Budget Review
Page 6	Comparative Balance Sheet
Page 7	Financial Graphs
Pages 8-8a	Cash Requirements
Pages 9-10	Fixed Route Operating Data and Graphs
Page 11-12	Demand Response Operating Data and Graphs
Page 13	Federal 5307 Grant Draw Schedule(s)
Page 14	Federal CARES Act Funding (5307/5311)
Page 15-16	Federal 5311 and State Grant Draw Schedule
Page 17	Facility Development Program
Page 18	Cash Flow Analysis Year-to-Date

17-Jan-22

**Income Statement**  
**DBA THE COAST RTA**  
**Original FY 2021 Budget**  
**FOR THE PERIOD ENDED December 31, 2021**

	MTD Actual	YTD Actual	YTD Budget	YTD \$ Variance	YTD % Variance	TOTAL FY21 Budget
<b>Operating Revenues</b>						
Passenger Fares and Passes	0	325	0	325	100.0%	300,000
Local Contracts - Horry Cty Emergency Mgmt	0	0	0	0	100.0%	0
Other Operating Revenue	0	0	0	0	0.0%	0
<b>Total Operating Revenues</b>	<b>0</b>	<b>325</b>	<b>0</b>	<b>325</b>	<b>3250000.0%</b>	<b>300,000</b>
<b>Operating Expenses</b>						
Salaries & Benefits - Admin	80,995	212,069	207,442	(4,627)	-2.2%	797,128
Salaries & Benefits - Transit	286,549	848,214	834,444	(13,770)	-1.7%	3,303,090
Overtime - Transit	14,352	49,769	54,419	4,650	8.5%	217,677
Salaries & Benefits - Maintenance	82,424	238,049	234,008	(4,041)	-1.7%	922,030
Overtime - Maintenance	1,989	5,522	2,927	(2,595)	-88.6%	11,709
Facility Maintenance	14,973	109,262	65,750	(43,512)	-66.2%	271,250
Vehicle Maintenance	22,474	74,396	87,500	13,104	15.0%	350,000
Fuel & Oil	53,312	169,055	172,500	3,445	2.0%	690,000
Tires	1,001	5,791	10,000	4,209	42.1%	40,000
Liability Insurance	16,786	49,408	53,750	4,342	8.1%	215,000
Utilities	3,434	8,180	10,000	1,820	18.2%	40,000
Telecommunications	8,281	24,835	35,000	10,165	29.0%	140,000
Postage & Freight	0	300	625	325	52.0%	2,500
Office Supplies/Computer/Security	2,914	10,727	12,500	1,773	14.2%	75,000
Legal & Professional Services	3,658	13,028	12,500	(528)	-4.2%	50,000
Public Information	944	3,363	6,667	3,304	49.6%	40,000
Advertising & Marketing	2,020	8,574	8,000	(574)	-7.2%	20,000
Dues & Subscriptions	989	1,017	3,125	2,108	67.5%	12,500
Leases	1,783	5,643	8,333	2,690	32.3%	100,000
Travel & Training	12,024	20,440	19,000	(1,440)	-7.6%	50,000
Interest Expense	0	0	0	0	0.0%	0
Other Expenses	1,073	1,719	1,125	(594)	-52.8%	4,500
<b>Total Operating Expenses</b>	<b>611,975</b>	<b>1,859,361</b>	<b>1,839,615</b>	<b>(19,746)</b>	<b>-1.1%</b>	<b>7,352,384</b>
<b>Operating Profit (Loss)</b>	<b>(611,975)</b>	<b>(1,859,036)</b>	<b>(1,839,615)</b>	<b>(19,421)</b>	<b>-1.1%</b>	<b>(7,052,384)</b>
<b>Non-Reimbursable (by FTA) Expenses</b>						
Depreciation	73,071	217,928	140,000	(77,928)	-55.7%	840,000
(Gain) Loss on Fixed Assets	0	0	0	0	0.0%	0
Accident Expense*	824	1,783	(2,575)	(4,358)	--%	0
Other Non-Reimbursable Expense	0	0	0	0	0.0%	0
Pension Expense - Deferred Outflows	0	0	0	0	0.0%	0
<b>Total Non-Reimbursable Expenses</b>	<b>73,895</b>	<b>219,711</b>	<b>137,425</b>	<b>(82,286)</b>	<b>-59.9%</b>	<b>840,000</b>
<b>Total Operating and Non-Reimbursable Expenses</b>	<b>685,870</b>	<b>2,079,072</b>	<b>1,977,040</b>	<b>(102,032)</b>	<b>-5.2%</b>	<b>8,192,384</b>

\* Moved accident expenses to Non-Reimbursable line items since cost is covered by insurance proceeds.

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
INCOME STATEMENT  
FOR THE PERIOD ENDED December 31, 2021**

	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD \$ Variance</u>	<u>YTD % Variance</u>	<u>TOTAL FY21 Budget</u>
<b>Operating Grant Revenue</b>						
Federal Grants - Operating	322,460	982,554	985,000	(2,446)	-0.2%	3,482,000
State Grants - Operating	4,585	39,318	37,000	2,318	6.3%	485,000
Local Grants - Operating	224,991	659,585	659,883	(298)	-0.0%	2,911,000
<b>Total Operating Grant Revenue</b>	552,036	1,681,457	1,681,883	(426)	-0.0%	6,878,000
<b>Capital Grant Revenue</b>						
Federal Grants - Capital	0	86,208	86,250	(42)	-0.0%	1,650,000
State Grants - Capital	0	0	0	0	0.0%	0
Local Grants - Capital	0	18,849	18,500	349	1.9%	222,000
<b>Total Capital Grant Revenue</b>	0	105,057	104,750	307	0.3%	1,872,000
<b>Total Grant Revenue</b>	552,036	1,786,514	1,786,633	(119)	-0.0%	8,750,000
<b>Other Revenue</b>						
Bus Advertising Revenue	3,075	10,129	15,000	(4,871)	-32.5%	60,000
Interest Income	118	371	371	0	0.0%	0
Miscellaneous - Vending, Other	118	448	600	(152)	-25.3%	2,400
<b>Total Other Revenue</b>	3,311	10,948	15,971	(5,023)	-31.5%	62,400
<b>Total Revenue</b>	555,347	1,797,462	1,802,604	(5,142)	-0.3%	8,812,400
In-Kind Revenue	0	0		0		
<b>Change in Net Position</b>	<u>(130,523)</u>	<u>(281,285)</u>	<u>(174,436)</u>	<u>(106,849)</u>	<u>61%</u>	<u>920,016</u>

**YTD Capital Expenditure Activity (Cost)**

Vehicles - 1 Ford E450 / Allstar Cutaway	76,985	165,000	88,015	53%	165,000
Buses - 6 New Flyers			2,922,000	100%	2,922,000
Website Development		4,500	4,500	0%	0
Transit Facility Development	18,052	195,000	176,948	91%	900,000
Computer Hardware/Software - Paratransit		1,125	1,125	100%	14,000
TDP - Fare Study			0	0%	350,000
Bus Stop Designation/Implementation	10,020	133,280	123,260	92%	312,000
Fare System			0	0%	350,000
Non-Revenue Vehicles			0	0%	54,000
Radio/Communications System			0	0%	0
Computer Hardware/Software - 5307/Other		21,000	21,000	100%	36,000
Brake Lathe/Other Shop Equipment					0
	<u>0</u>	<u>105,057</u>	<u>3,441,905</u>	<u>97%</u>	<u>5,103,000</u>

**YTD Capital Expenditures vs Budget**

Statements have been downloaded from Sage 100 and consolidated for reporting purposes.

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
INCOME STATEMENT NOTES – December 2021**

*These notes represent Income Statement variances of \$5,000 per MTD and YTD budget line item on pages 2 and 3, in accordance with Section 2.3 of WRTA Month-End Procedures (Rev. 04/01/09).*

Salaries & Benefits - Transit is over budget YTD (\$13.8K) or (1.7%) (page 2) due to end of the year training and holiday pay in November and December. Expenses should normalize in January and February.

Facility Maintenance is over budget YTD (\$43.5K) or (66.2%) (page 2) due to facility repairs and preventive maintenance in Conway and Myrtle Beach (including the parking lot repairs over the fuel tanks in Conway).

Vehicle Maintenance is under budget YTD \$13.1K or 15.0% (page 2) as the updated fleet is helping keep costs and parts usage down.

Telecommunications is under budget YTD \$10.2K or 29.0% (page 2) because the budget is based on the higher cost of a two-way radio system, which the Authority plans to install once a grant from SCDOT is secured.

## Coast RTA Budget Review FY 21

	Total Expense YTD	Budget YTD	Variance \$ YTD	Variance % YTD
Administration	306,532	317,650	11,118	3.5%
Operations	1,125,600	1,131,780	6,180	0.5%
Maintenance	427,229	390,185	(37,044)	-9.5%
<b>Total</b>	<b>1,859,361</b>	<b>1,839,615</b>	<b>(19,746)</b>	<b>-1.1%</b>
Farebox Revenue	325	0	325	#DIV/0!

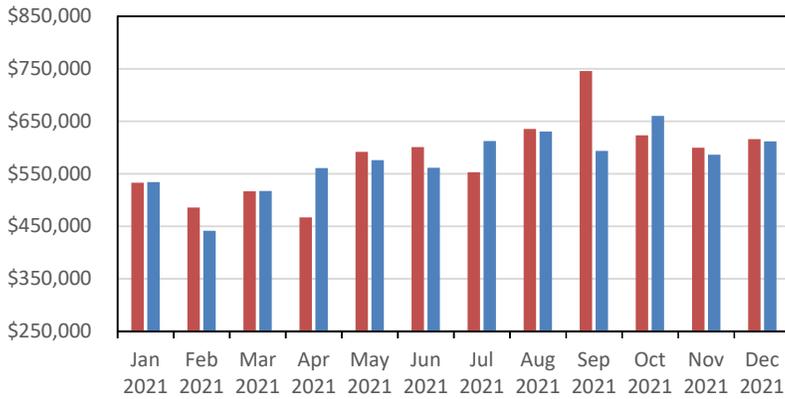
ending November 30, 2021

17-Jan-22

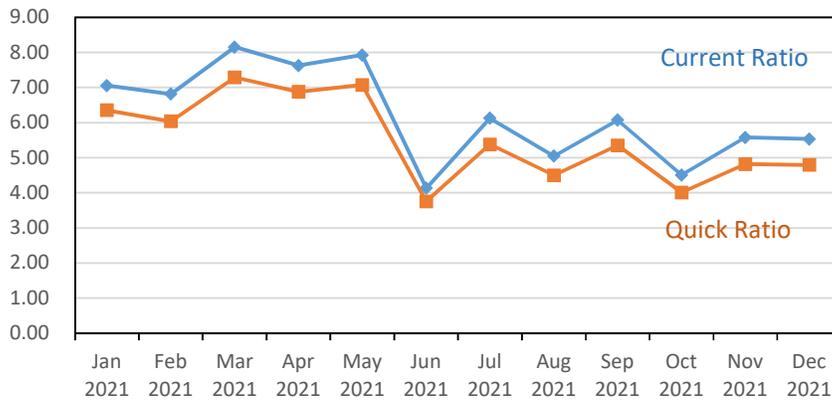
**Waccamaw Regional Transportation Authority  
DBA THE COAST RTA  
COMPARATIVE BALANCE SHEET  
December 31, 2021**

	<u>Dec-21</u>	<u>Dec-20</u>
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash - Checking CNB	354,500	1,170,064
Money Market / CD - CNB	25,011	500,335
Operating & Maintenance Reserve - SC LGIP	650,811	500,136
Management Account - SC LGIP	200,647	0
Accounts Receivable - Federal, State & Local Grants	1,415,603	969,208
Accounts Receivable - Employees/Other	30,835	18,570
Inventory	354,618	333,399
Prepaid Expenses	56,955	54,808
<b>Total Current Assets</b>	<b><u>3,088,980</u></b>	<b><u>3,546,520</u></b>
<b>Long-Term Assets</b>		
Total Capital Assets, Net	6,664,947	3,890,895
Deferred Outflows of Resources-NPL	735,891	735,891
<b>Total Long-Term Assets</b>	<b><u>7,400,838</u></b>	<b><u>4,626,786</u></b>
<b>Total Assets</b>	<b><u>10,489,818</u></b>	<b><u>8,173,306</u></b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>LIABILITIES</b>		
<b>Current Liabilities:</b>		
Accounts Payable	98,327	170,581
Accrued Payroll and Withholdings	287,092	218,162
Accrued Compensated Absences	117,332	108,691
Disallowed Costs due to SCDOT - Current	0	126,668
Installment Loan CNB - Short-term	0	0
Unearned Revenue	55,663	18,781
<b>Total Current Liabilities</b>	<b><u>558,414</u></b>	<b><u>642,883</u></b>
<b>Non-Current Liabilities:</b>		
Accrued Compensated Absences, Net of Current Portion	0	0
Due to FTA - Long Term	206,077	325,199
Disallowed Costs due to SCDOT - Long Term	0	0
Net Pension Liability	6,130,652	6,130,652
Deferred Inflows of Resources-NPL	197,522	197,522
<b>Total Non-Current Liabilities</b>	<b><u>6,534,251</u></b>	<b><u>6,653,373</u></b>
<b>Total Liabilities</b>	<b><u>7,092,665</u></b>	<b><u>7,296,256</u></b>
<b>EQUITY</b>		
Contributed Capital	2,719,523	2,719,523
Restricted Net Assets	4,846,948	1,442,813
Retained Earnings - Current Year	(281,285)	602,747
Net Investments in Capital Assets	2,027,824	2,027,824
Net Position Retriected for Pensions	(3,676,132)	(3,676,132)
Restricted for Transit Operations	60,000	60,000
Unrestricted Net Pension	(2,299,725)	(2,299,725)
<b>Total Fund Equity</b>	<b><u>3,397,153</u></b>	<b><u>877,050</u></b>
<b>Total Liabilities and Fund Equity</b>	<b><u>10,489,818</u></b>	<b><u>8,173,306</u></b>

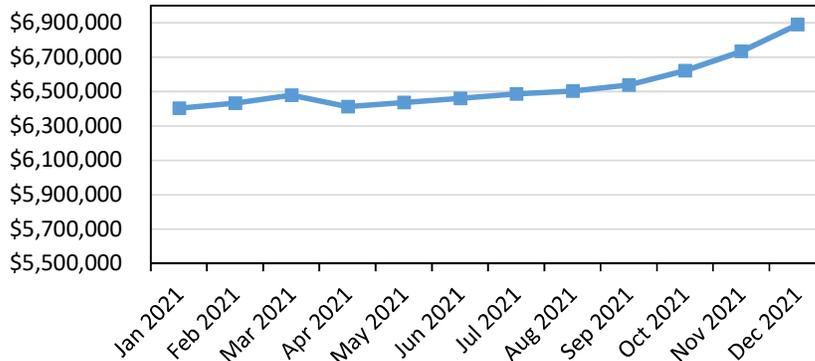
### Expenses: Monthly Budget to Actual



### Current/Quick Ratio



### 12-mo Rolling Expense Trending (12 mo ending)



**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY**

**CASH REQUIREMENTS**

1/16/2022

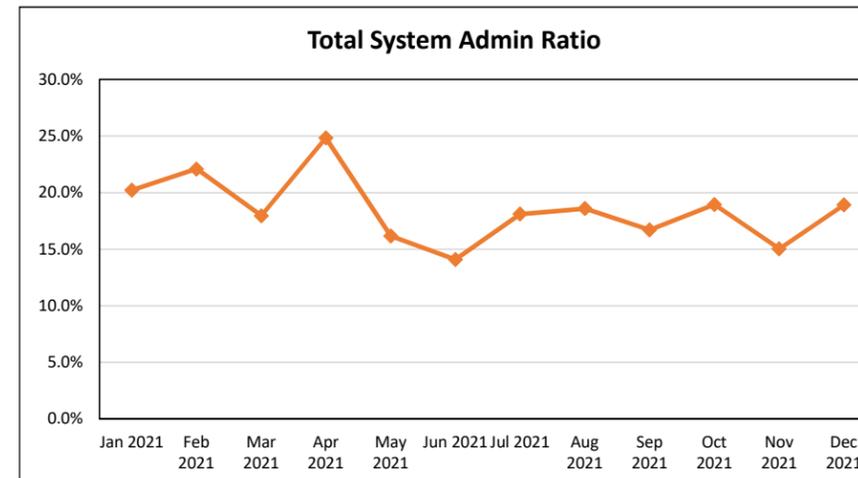
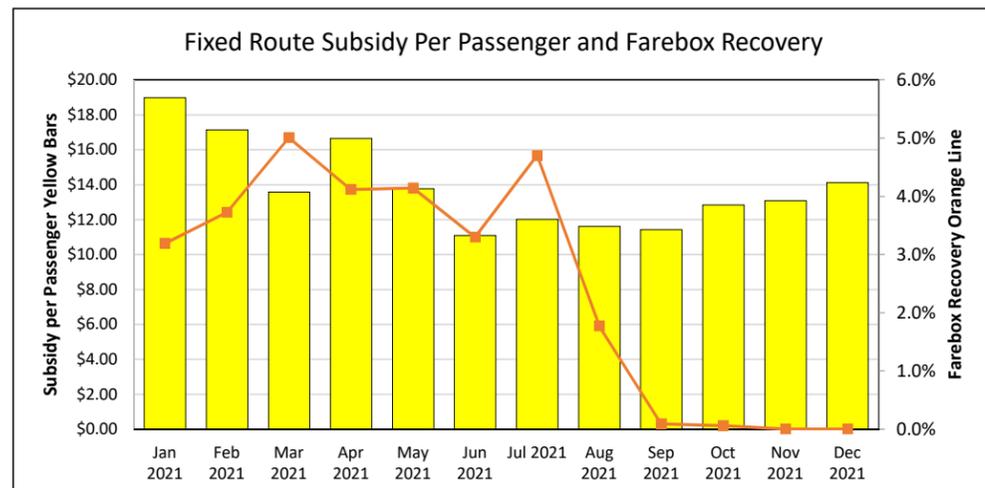
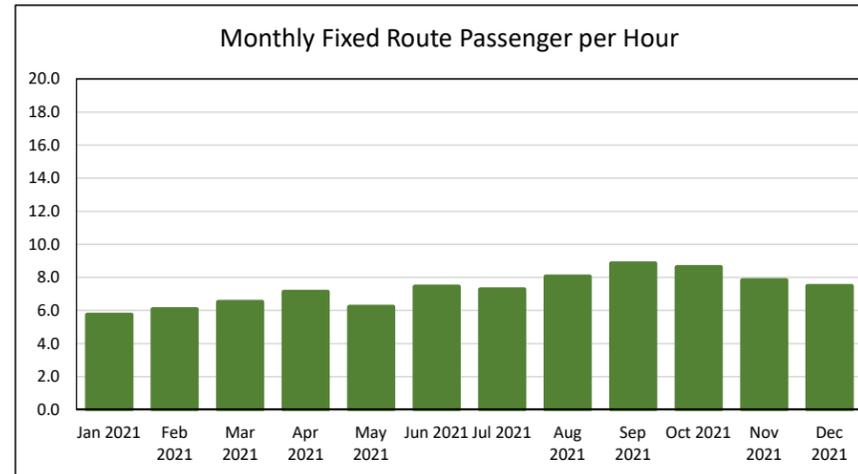
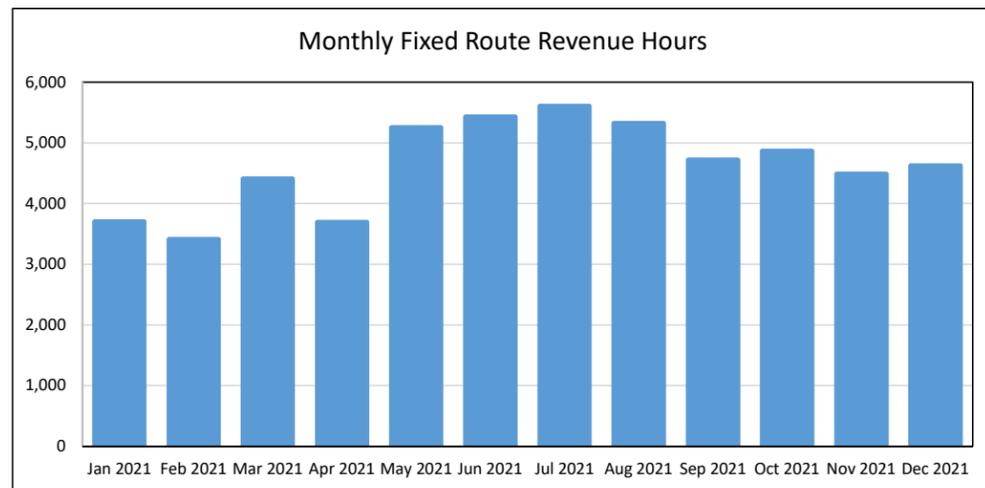
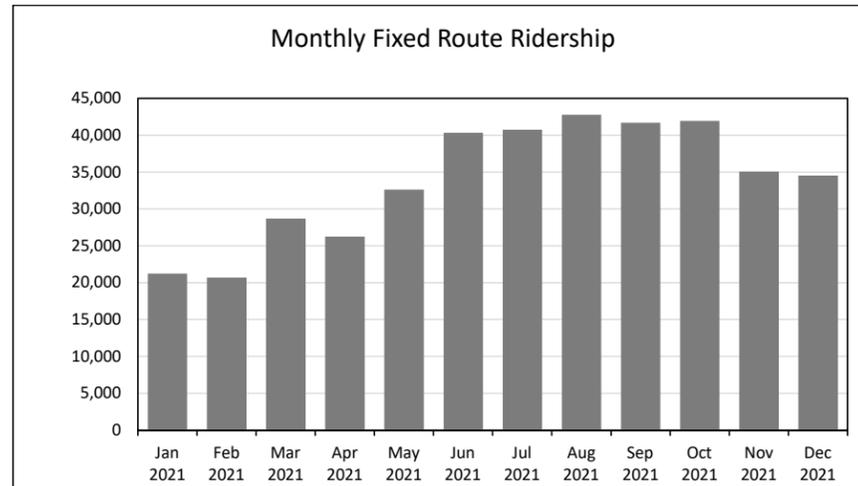
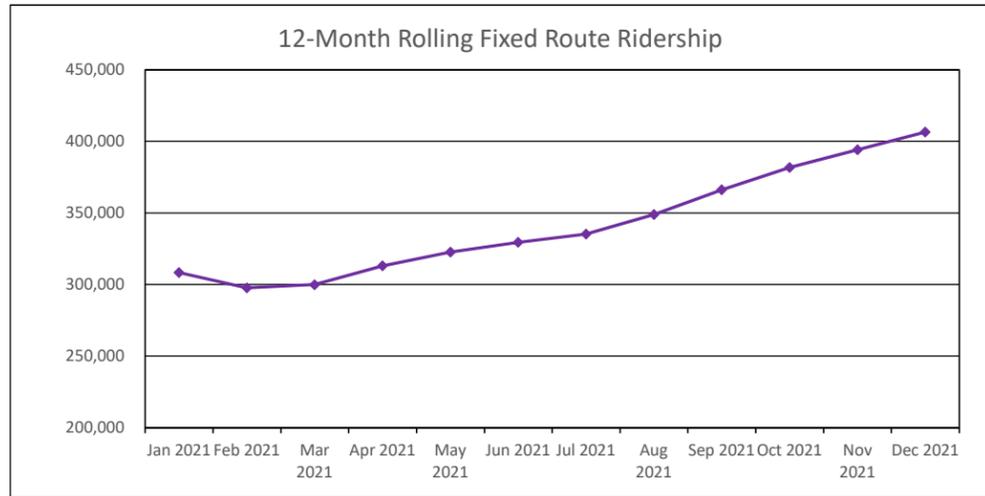
	Income	Expense	Balance	Date	Notes
<b>Cash Balance</b>			<b>\$619,103</b>	<b>01/16/22</b>	
<b>Deposits in Transit</b>			<b>\$619,103</b>		
City of Myrtle Beach Q3 FY 21	\$62,500		\$681,603	01/15/22	
Georgetown County	\$55,000		\$736,603	01/15/22	
Payroll and taxes		\$140,000	\$596,603	01/19/22	
5311 Federal Admin/Ops/PM	\$117,000		\$713,603	01/20/22	Nov Rural Service
5311 SCDOT SMTF	\$4,500		\$718,103	01/20/22	
Accounts Payable		\$35,000	\$683,103	01/24/22	
Fuel - Gas		\$15,000	\$668,103	01/24/22	
Fuel - Diesel		\$18,500	\$649,603	01/29/22	
PEBA - SC Retirement (Pension)		\$63,000	\$586,603	01/30/22	Dec Pension Payment
LGIP/Savings Cash Mgmt.		\$350,000	\$236,603	02/01/22	
Payroll and taxes		\$140,000	\$96,603	02/02/22	
Accounts Payable		\$35,000	\$61,603	02/03/22	
Fuel - Gas		\$15,000	\$46,603	02/07/22	
5307 Federal OPS - Non-Cares Act	\$135,000		\$181,603	02/08/22	October Final
5307 Federal OPS - Non-Cares Act	\$135,000		\$316,603	02/08/22	November Final
5307 Federal OPS - Non-Cares Act	\$135,000		\$451,603	02/08/22	December Final
5307 Federal PM - Non-Cares Act	\$70,000		\$521,603	02/08/22	October Final
5307 Federal PM - Non-Cares Act	\$70,000		\$591,603	02/08/22	November Final
5307 Federal PM - Non-Cares Act	\$70,000		\$661,603	02/08/22	December Final
State Insurance Fund - Liability Ins. Premium		\$50,000	\$611,603	02/10/22	
PEBA Health Insurance		\$39,000	\$572,603	02/10/22	
Fuel - Diesel		\$18,500	\$554,103	02/12/22	
Accounts Payable		\$35,000	\$519,103	02/13/22	
Payroll and taxes		\$140,000	\$379,103	02/16/22	
5311 Federal Admin/Ops/PM	\$118,000		\$497,103	02/20/22	Dec Rural Service
5311 SCDOT SMTF	\$4,500		\$501,603	02/20/22	
Fuel - Gas		\$15,000	\$486,603	02/21/22	
5307 Federal OPS	\$135,000		\$621,603	02/22/22	January
5307 Federal PM	\$70,000		\$691,603	02/22/22	January
Accounts Payable		\$35,000	\$656,603	02/23/22	
Fuel - Diesel		\$18,500	\$638,103	02/26/22	
PEBA - SC Retirement (Pension)		\$63,000	\$575,103	02/28/22	Jan Pension Payment
LGIP/Savings Cash Mgmt.		\$100,000	\$475,103	03/01/22	
SC Dvsn of Insurance Services Workers Comp		\$30,000	\$445,103	03/01/22	2CQ22 Premium
Payroll and taxes		\$145,000	\$300,103	03/02/22	
Accounts Payable		\$35,000	\$265,103	03/05/22	
Fuel - Gas		\$15,000	\$250,103	03/07/22	
PEBA Health Insurance		\$39,000	\$211,103	03/10/22	
Fuel - Diesel		\$18,500	\$192,603	03/12/22	
Accounts Payable		\$35,000	\$157,603	03/15/22	
Payroll and taxes		\$140,000	\$17,603	03/16/22	
5311 Federal Admin/Ops/PM	\$118,000		\$135,603	03/20/22	Jan Rural Service
5311 SCDOT SMTF	\$4,500		\$140,103	03/20/22	
Fuel - Gas		\$13,000	\$127,103	03/21/22	
5307 Federal OPS	\$135,000		\$262,103	03/22/22	February
5307 Federal PM	\$70,000		\$332,103	03/22/22	February
Accounts Payable		\$35,000	\$297,103	03/25/22	
Fuel - Diesel		\$18,500	\$278,603	03/26/22	

Key Performance Indicators - Fixed Route

Fixed Route Measures	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
Ridership	32,359	22,112	21,234	20,685	28,671	26,264	32,633	40,310	40,733	42,759	41,696	41,943	35,058	34,522	477,604
Revenue Hours	3,306	3,741	3,701	3,406	4,403	3,692	5,250	5,425	5,602	5,321	4,718	4,865	4,484	4,622	66,698
Total Hours	3,484	4,080	3,869	3,547	4,663	3,880	5,381	5,592	5,780	5,552	4,886	5,033	113,324	4,745	178,161
Revenue Miles	75,630	84,669	85,169	78,078	87,356	83,333	127,657	130,199	131,968	126,659	115,851	118,494	109,506	114,162	1,565,626
Total Miles	80,130	88,854	89,245	81,464	91,801	87,155	131,011	134,456	136,553	131,874	119,899	122,547	113,324	117,619	1,627,989
Accidents	3	0	2	0	1	1	2	2	4	3	1	3	2	0	29
Breakdowns	6	4	1	1	3	6	6	3	2	7	1	3	2	0	44
Complaints	6	6	6	2	1	2	8	7	6	7	10	6	4	0	71
Transit Expense	\$228,095	\$239,879	\$263,024	\$223,092	\$241,515	\$278,319	\$320,446	\$300,861	\$317,809	\$311,028	\$304,055	\$328,102	\$297,737	\$302,638	\$4,247,872
Maintenance Expense	\$114,189	\$83,030	\$78,804	\$89,523	\$87,668	\$114,687	\$90,354	\$90,714	\$115,815	\$122,942	\$97,523	\$140,692	\$94,147	\$97,782	\$1,506,364
Administrative Expense	\$68,833	\$64,384	\$74,330	\$55,665	\$80,328	\$63,213	\$57,517	\$70,683	\$79,713	\$71,250	\$75,357	\$69,979	\$66,767	\$86,714	\$1,057,277
Total Operating Expenses	\$411,117	\$387,293	\$416,157	\$368,280	\$409,512	\$456,219	\$468,317	\$462,258	\$513,338	\$505,220	\$476,936	\$538,773	\$458,651	\$487,133	\$6,811,513
Fare/Contract Revenues	\$29,114	\$13,784	\$13,272	\$13,712	\$20,507	\$18,766	\$19,384	\$15,227	\$24,124	\$8,946	\$432	\$325	\$0	\$0	\$191,326

Efficiency Metrics	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
O & M Expense per Hour (No Admin)	\$103.53	\$86.32	\$92.36	\$91.78	\$74.76	\$106.45	\$78.25	\$72.18	\$77.41	\$81.57	\$85.12	\$96.36	\$87.40	\$86.63	\$86.27
Average Fare	\$0.90	\$0.62	\$0.63	\$0.66	\$0.72	\$0.71	\$0.59	\$0.38	\$0.59	\$0.21	\$0.01	\$0.01	\$0.00	\$0.00	\$0.40
Farebox Recovery	7.1%	3.6%	3.2%	3.7%	5.0%	4.1%	4.1%	3.3%	4.7%	1.8%	0.1%	0.1%	0.0%	0.0%	2.8%
Subsidy per Passenger	\$11.81	\$16.89	\$18.97	\$17.14	\$13.57	\$16.66	\$13.76	\$11.09	\$12.01	\$11.61	\$11.43	\$12.84	\$13.08	\$14.11	\$13.86
Maintenance Cost per Mile	\$1.43	\$0.93	\$0.88	\$1.10	\$0.95	\$1.32	\$0.69	\$0.67	\$0.85	\$0.93	\$0.81	\$1.15	\$0.83	\$0.83	\$0.93
Deadhead Ratio (Miles)	6%	5%	5%	4%	5%	5%	3%	3%	3%	4%	3%	3%	3%	3%	4%
Administrative Ratio	20%	20%	22%	18%	24%	16%	14%	18%	18%	16%	19%	15%	17%	22%	18%

Effectiveness Metrics	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
Passengers per Hour	9.8	5.9	5.7	6.1	6.5	7.1	6.2	7.4	7.3	8.0	8.8	8.6	7.8	7.5	7.2
Mean Distance between Accidents	26,710	N/A	44,623	N/A	91,801	87,155	65,506	67,228	34,138	43,958	119,899	40,849	56,662	N/A	56,138
Mean Distance between Breakdowns	13,355	22,214	89,245	81,464	30,600	14,526	21,835	44,819	68,276	18,839	119,899	40,849	56,662	N/A	37,000
Complaints per 1,000 Riders	0.185	0.271	0.283	0.097	0.035	0.076	0.245	0.174	0.147	0.164	0.240	0.143	0.114	0.000	0.130
On-Time Performance	92%	95%	95%	98%	92%	92%	90%	85%	85%	85%	no data	no data	no data	no data	89%

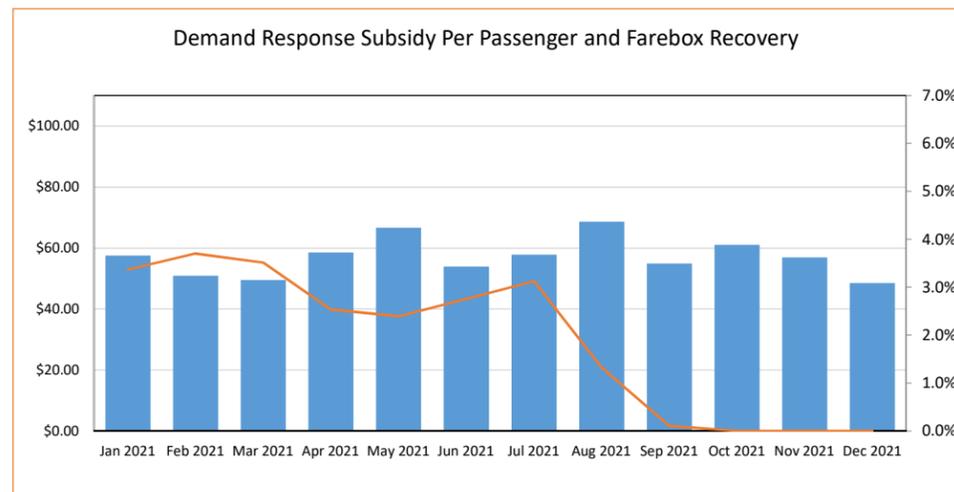
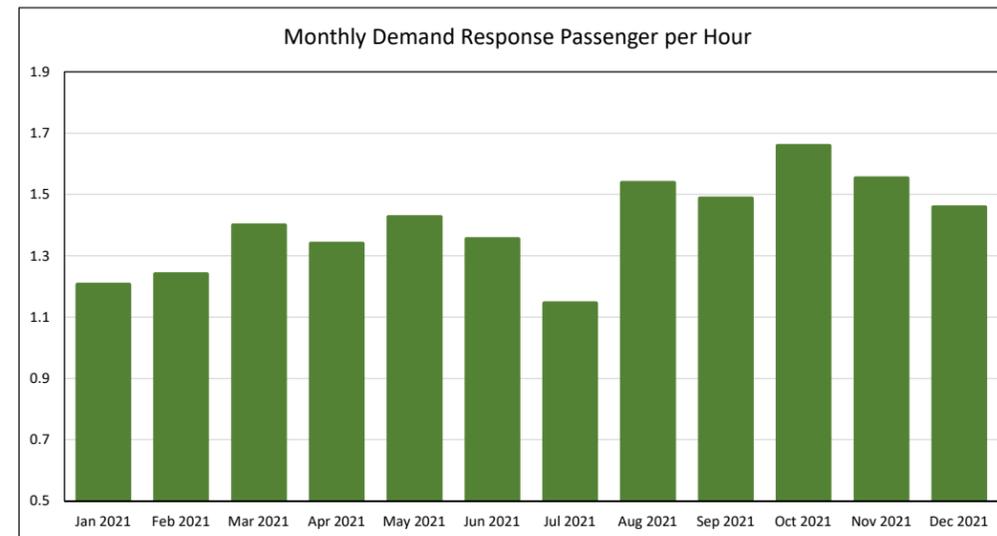
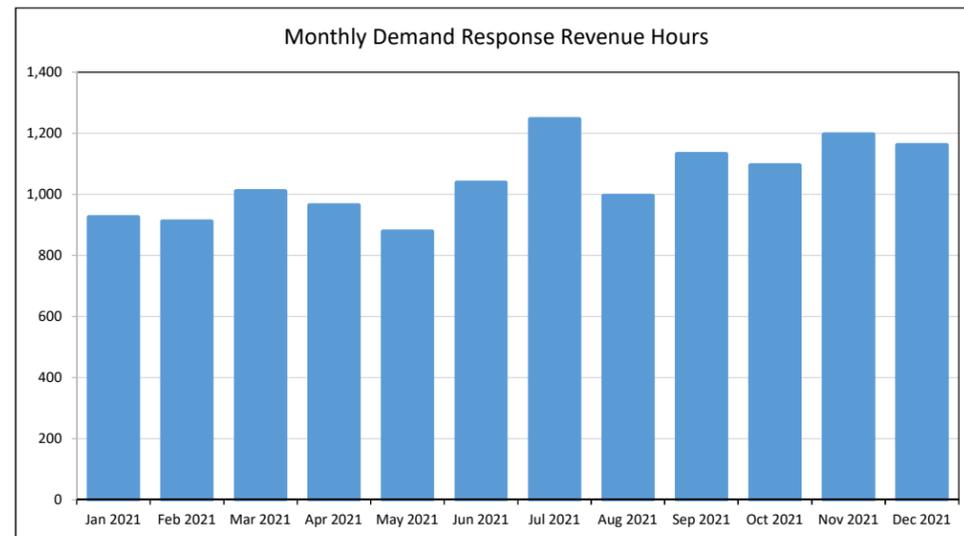
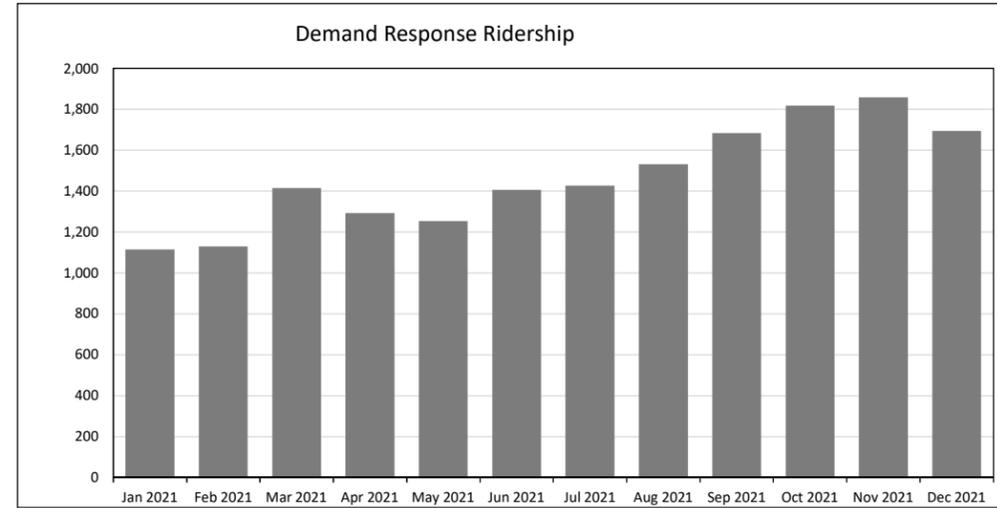
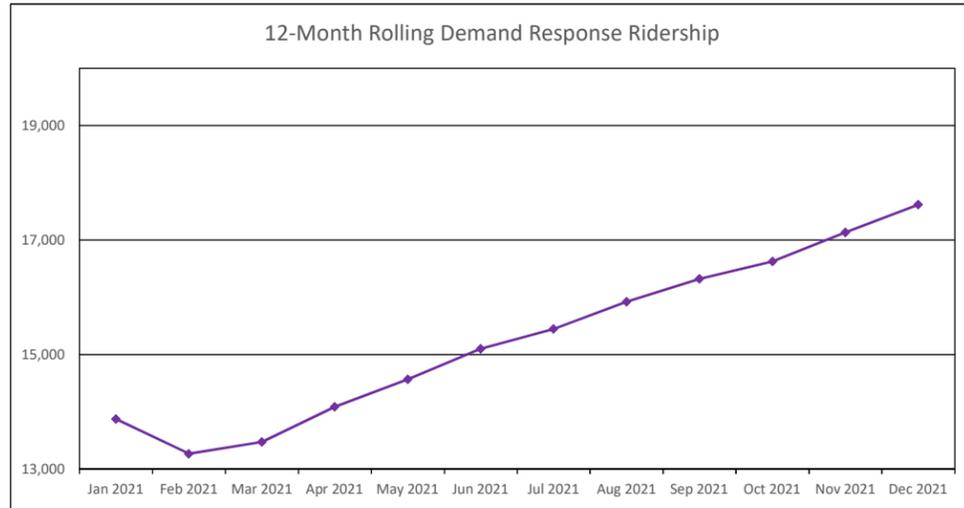


Key Performance Indicators - Demand Response

Demand Response Measures	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
Ridership	1,470	1,210	1,115	1,130	1,414	1,292	1,253	1,406	1,426	1,531	1,684	1,817	1,858	1,694	25,111
Revenue Hours	1,017	1,051	925	911	1,010	964	878	1,038	1,246	995	1,132	1,095	1,196	1,161	18,253
Total Hours	1,215	1,231	1,079	1,049	1,164	1,123	1,049	1,231	1,479	1,217	1,341	1,291	1,409	1,371	21,538
Revenue Miles	18,275	17,184	16,570	19,549	20,267	19,592	18,004	20,590	25,983	20,513	23,587	21,882	25,049	22,108	361,906
Total Miles	22,771	22,020	20,569	23,021	24,926	23,215	22,236	25,446	31,459	26,056	28,548	26,624	29,391	27,152	442,876
Accidents	1	0	2	0	1	1	1	1	0	0	0	0	1	0	10
Breakdowns	1	0	0	0	0	1	1	0	0	0	0	0	0	0	2
Complaints	3	2	2	1	0	1	2	2	0	0	1	0	2	0	18
Paratransit Expense	\$44,158	\$48,004	\$56,407	\$45,101	\$59,092	\$56,868	\$69,055	\$61,459	\$66,900	\$83,189	\$73,404	\$81,215	\$80,843	\$80,027	\$1,162,028
Maintenance Expense	\$18,757	\$14,005	\$10,502	\$15,075	\$14,294	\$21,074	\$16,807	\$16,942	\$18,846	\$23,559	\$19,202	\$29,736	\$24,888	\$2,270	\$324,946
Administrative Expense	\$13,326	\$13,386	\$15,940	\$11,253	\$19,654	\$12,916	\$12,395	\$14,433	\$16,780	\$19,057	\$18,192	\$17,109	\$18,129	\$22,930	\$287,875
Total Operating Expenses	\$76,241	\$75,395	\$82,849	\$71,429	\$93,040	\$90,858	\$98,256	\$92,833	\$102,526	\$125,805	\$110,798	\$128,060	\$123,859	\$105,228	\$1,774,848
Fare Revenues	\$3,670	\$2,519	\$2,790	\$2,646	\$3,269	\$2,302	\$2,351	\$2,561	\$3,206	\$1,665	\$119	\$0	\$0	\$0	\$35,738

Efficiency Metrics	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
O & M Expense per Hour	\$61.86	\$59.00	\$72.33	\$66.05	\$72.66	\$80.85	\$97.79	\$75.53	\$68.82	\$107.28	\$81.81	\$101.33	\$88.40	\$70.89	\$81.46
Average Fare	\$2.50	\$2.08	\$2.50	\$2.34	\$2.31	\$1.78	\$1.88	\$1.82	\$2.25	\$1.09	\$0.07	\$0.00	\$0.00	\$0.00	\$1.42
Farebox Recovery	4.8%	3.3%	3.4%	3.7%	3.5%	2.5%	2.4%	2.8%	3.1%	1.3%	0.1%	0.0%	0.0%	0.0%	2.0%
Subsidy per Passenger	\$40.30	\$49.17	\$57.51	\$50.91	\$49.59	\$58.55	\$66.65	\$53.94	\$57.88	\$68.64	\$54.92	\$61.06	\$56.91	\$48.58	\$57.79
Deadhead Ratio (Miles)	25%	28%	24%	18%	23%	18%	24%	24%	21%	27%	21%	22%	17%	23%	22%
Administrative Ratio	21%	22%	24%	19%	27%	17%	14%	18%	20%	18%	20%	15%	17%	28%	19%

Effectiveness Metrics	Dec 2019	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	12-Month Total
Passengers per Hour	1.45	1.15	1.21	1.24	1.40	1.34	1.43	1.35	1.14	1.54	1.49	1.66	1.55	1.46	1.38
Mean Distance between Accidents	22,771	n/a	10,285	n/a	24,926	23,215	22,236	25,446	n/a	n/a	n/a	n/a	29,391	n/a	44,288
Mean Distance between Breakdowns	22,771	n/a	n/a	n/a	n/a	23,215	22,236	n/a	221,438						
Complaints per 1,000 Riders	2.0	1.7	1.8	0.9	0.0	0.8	1.6	1.4	0.0	0.0	0.6	0.0	1.1	0.0	0.7
On-Time Performance	90%	76%	83%	83%	81%	81%	86%	86%	86%	79%	79%	81%	81%	81%	85%





Coast RTA SCDOT Grants - FY21								
Activity Line Item Balances								
December 2021 - Final								
							Current Month	18
***** 5311 Federal Rural - Grant # PT-210911-14 *****				***** 5311 State Rural - Grant # PT-210944-14 *****				
	Capital			Capital				
	Expenditures	Local	5311 Totals	Expenditures	Local	SMTF Totals	Grant Totals	Comments
FY21 Contract	\$ 863,169	\$ 136,821	\$ 999,990	\$ 177,280	\$ -	\$ 177,280	\$ 1,177,270	> Award
	\$ (106,634)		\$ (106,634)	\$ (20,834)	\$ -	\$ (20,834)	\$ (127,468)	> SCDOT Reimb
<b>Monthly Draws:</b>								
June 2021	\$ 713,335	\$ 128,825	\$ 842,160	\$ 151,046	\$ -	\$ 151,046	\$ 993,206	> 2 New Flyers
July 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sept 2021	\$ 21,600	\$ 3,998	\$ 25,598	\$ 2,700	\$ -	\$ 2,700	\$ 28,298	> 1 Durango
Oct 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Nov 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Draws</b>	<b>\$ 734,935</b>	<b>\$ 132,823</b>	<b>\$ 867,758</b>	<b>\$ 153,746</b>	<b>\$ -</b>	<b>\$ 153,746</b>	<b>\$ 1,021,504</b>	
<b>Remaning Balance</b>	<b>\$ 21,600</b>	<b>\$ 3,998</b>	<b>\$ 25,598</b>	<b>\$ 2,700</b>	<b>\$ -</b>	<b>\$ 2,700</b>	<b>\$ 28,298</b>	
<b>% Expended</b>	<b>97.14%</b>	<b>97.08%</b>	<b>97.13%</b>	<b>98.27%</b>	<b>98.27%</b>	<b>98.27%</b>	<b>97.30%</b>	
<b>% Time Elapsed</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	<b>75.00%</b>	

Coast RTA SCDOT Grants - FY22												
Activity Line Item Balances												
December 2021 - Final												
											Current Month	6
***** 5311 Federal Rural - Grant # PT-220911-13 *****						***** 5311 State Rural SMTF - Grant # PT-22091113 *****						
	Operating	Preventative Maintenance	Capital Expenditures	Admin	Totals	Comments	Operating	Preventative Maintenance	Capital Expenditures	Admin	Totals	Comments
FY22 Contract	\$ 445,498	\$ 276,993	\$ -	\$ 91,995	\$ 814,486		\$ 122,470	\$ 54,681	\$ -	\$ 20,874	\$ 198,025	> Orig Submission
<b>Monthly Draws:</b>												
July 2021	\$ 62,840	\$ 39,063	\$ -	\$ 18,210	\$ 120,113		\$ 31,420	\$ 4,882	\$ -	\$ 9,105	\$ 45,407	
Aug 2021	\$ 65,541	\$ 42,131	\$ -	\$ 18,335	\$ 126,007		\$ 32,770	\$ 5,266	\$ -	\$ 9,167	\$ 47,203	
Sept 2021	\$ 66,588	\$ 34,412	\$ -	\$ 18,243	\$ 119,243		\$ 33,294	\$ 4,301	\$ -	\$ 2,602	\$ 40,197	
Oct 2021	\$ 71,557	\$ 40,500	\$ -	\$ 11,107	\$ 123,164		\$ 24,986	\$ 5,062	\$ -	\$ -	\$ 30,048	
Nov 2021	\$ 69,029	\$ 37,482	\$ -	\$ 10,857	\$ 117,368		\$ -	\$ 4,685	\$ -	\$ -	\$ 4,685	
Dec 2021	\$ 69,459	\$ 36,687	\$ -	\$ 11,215	\$ 117,361		\$ -	\$ 4,585	\$ -	\$ -	\$ 4,585	
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Draws</b>	<b>\$ 405,014</b>	<b>\$ 230,275</b>	<b>\$ -</b>	<b>\$ 87,967</b>	<b>\$ 723,256</b>		<b>\$ 122,470</b>	<b>\$ 28,781</b>	<b>\$ -</b>	<b>\$ 20,874</b>	<b>\$ 172,125</b>	
<b>Remaning Balance</b>	<b>\$ 40,484</b>	<b>\$ 46,718</b>	<b>\$ -</b>	<b>\$ 4,028</b>	<b>\$ 91,230</b>		<b>\$ -</b>	<b>\$ 25,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,900</b>	
<b>% Expended</b>	<b>90.91%</b>	<b>83.13%</b>		<b>95.62%</b>	<b>88.80%</b>		<b>100.00%</b>	<b>52.63%</b>		<b>100.00%</b>	<b>86.92%</b>	
<b>% Time Elapsed</b>	<b>50.00%</b>	<b>50.00%</b>		<b>50.00%</b>	<b>50.00%</b>		<b>50.00%</b>	<b>50.00%</b>		<b>50.00%</b>	<b>50.00%</b>	

Coast RTA								
Transit Facility Development - ALI Balances								
FTA Grant # SC-2020-006-00 (FHWA FLEX + Section 5307)								
December 2021 - Final								
***** SC-2020-006-01 *****								
	G/L 431-00-80	G/L 431-00-81	G/L 431-00-82	G/L 431-00-83	G/L 431-00-84	G/L 431-00-87		
	G/L 431-00-90	G/L 431-00-91	G/L 431-00-92	G/L 431-00-93	G/L 431-00-94	G/L 431-00-97		
	SC-2020-006 113 A1	SC-2020-006 113 A1	SC-2020-006 113 A1	SC-2020-006 117 A5	SC-2020-006 117 A5	SC-2020-006 117 A5		
Month	Bus Storage / Contingency	Site Location / Develop / Concept	Grant Prep / Financial Analysis	Environmental / Clearance	Preliminary Design	Project Management	FTA Totals	Comments
FY20-22 Award	\$ 44,352	\$ 168,480	\$ 161,056	\$ 80,000	\$ 283,324	\$ 62,788	\$ 800,000	> Original Submission
	\$ 13,600	\$ 184,480	\$ 150,188	\$ 80,000	\$ 263,324	\$ 108,408	\$ 800,000	> Pending Amendment
	\$ (8,760)	\$ (226,326)	\$ (17,464)	\$ (23,740)		\$ (65,670)	\$ (341,960)	> Prior Year Expenditures
Monthly Draws:								
Oct 2021	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ 2,570	\$ 5,970	
Nov 2021	\$ -	\$ 3,592	\$ -	\$ 2,900	\$ -	\$ 1,980	\$ 8,472	
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
July 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sept 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Draws	\$ 3,400	\$ 3,592	\$ -	\$ 2,900	\$ -	\$ 4,550	\$ 14,442	
Remaning Balance	\$ 1,440	\$ (45,438)	\$ 132,724	\$ 53,360	\$ 263,324	\$ 38,188	\$ 443,598	
% Expended	89.41%	124.63%	11.63%	33.30%	0.00%	64.77%	44.55%	
% Time Elapsed	74.07%	74.07%	74.07%	74.07%	74.07%	74.07%	74.07%	
***** Georgetown County Capital Funds *****								
	80 / 90	81 / 91	82 / 92	83 / 93	84 / 94	87 / 97		
Month	Bus Storage / Contingency	Site Location / Develop / Concept	Grant Prep / Financial Analysis	Environmental / Clearance	Preliminary Design	Project Management	Georgetown Totals	Project Totals
FY20-22 Award	\$ 3,400	\$ 46,120	\$ 40,264	\$ 20,000	\$ 65,831	\$ 24,385	\$ 200,000	\$ 1,000,000
	\$ (2,190)	\$ (55,609)	\$ (5,339)	\$ (5,935)		\$ (16,415)	\$ (85,488)	\$ (427,448)
Monthly Draws:								
Oct 2021	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ 642	\$ 1,492	\$ 7,462
Nov 2021	\$ -	\$ 898	\$ -	\$ 725	\$ -	\$ 495	\$ 2,118	\$ 2,118
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sept 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Draws	\$ 850	\$ 898	\$ -	\$ 725	\$ -	\$ 1,137	\$ 3,610	\$ 9,580
Remaning Balance	\$ 360	\$ (10,387)	\$ 34,925	\$ 13,340	\$ 65,831	\$ 6,833	\$ 110,902	\$ 562,972
% Expended	89.41%	122.52%	13.26%	33.30%	0.00%	71.98%	44.55%	43.70%
% Time Elapsed	74.07%	74.07%	74.07%	74.07%	74.07%	74.07%	74.07%	74.07%



Coast RTA													
Monthly Cash Flow													
December 31, 2021													
	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Totals
<b>Beginning Balance</b>	\$ 190,821.56	\$ 568,298.57	\$ 388,745.98	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 190,821.56
<b>Cash Receipts</b>													
5307 - Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5307 - Preventative Maintenance	\$ 6,521.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,521.00
5307 - Capital Expenditures	\$ 6,028.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,028.00
5307 - SMTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5311 - Operations	\$ 192,571.00	\$ 99,882.00	\$ 96,543.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388,996.00
5311 - Preventative Maintenance	\$ 91,342.00	\$ 38,713.00	\$ 45,562.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,617.00
5311 - Administration	\$ 54,817.00	\$ 20,845.00	\$ 11,107.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,769.00
5311 - Capital Expenditures	\$ -	\$ 24,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,300.00
Horry County Registration Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Horry County Other	\$ 544,824.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 544,824.15
Georgetown Cty Reg Fees/FY22 Funding	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00
Myrtle Beach	\$ 62,500.00	\$ 62,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00
North Myrtle Beach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fares/Passes	\$ 1,642.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,642.65
Local Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bus Advertising	\$ 675.00	\$ 1,700.00	\$ 32,362.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,737.50
Accident Claims	\$ -	\$ 10,776.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,776.74
Proceeds from Sale of Assets	\$ -	\$ 37,756.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,756.00
RTAP / Fuel Refunds / Other	\$ 10,314.02	\$ 6,886.40	\$ 118.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,318.90
Transfer-In from Investments	\$ -	\$ 250,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5339 - Bus Stop Implementation	\$ 6,093.00	\$ 8,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,109.00
5311 - Paratransit Scheduling	\$ -	\$ 6,457.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,457.00
5310 - Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5339 - Vehicles - WRCOG	\$ -	\$ -	\$ 63,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,750.00
5307 + FHWA Flex - Facility Development	\$ 7,230.00	\$ 5,970.00	\$ 8,472.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,672.00
Horry County Capital Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Georgetown County Capital Funds	\$ 1,807.00	\$ -	\$ 1,492.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,299.00
<b>Total Cash Receipts</b>	\$ 986,364.82	\$ 628,802.14	\$ 559,406.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,174,573.94
<b>Cash Basis Expenditures:</b>													
Operating Expenses	\$ 514,420.31	\$ 797,764.73	\$ 593,953.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,906,138.23
Capital Expenditures	\$ 94,467.50	\$ 10,590.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,057.50
O & M Reserve + Management Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ 608,887.81	\$ 808,354.73	\$ 593,953.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,011,195.73
<b>Ending Balance</b>	\$ 568,298.57	\$ 388,745.98	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77	\$ 354,199.77

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
RESOLUTION NO. JAN2022-01**

**APPROVAL OF UPDATED PROCUEMENT MANUAL**

A motion of the Board of the Waccamaw Regional Transportation Authority approve the updated Procurement Manual.

**Background:**

The Authority is required to adopt and maintain a Procurement Manual, which must be updated regularly. This update incorporates changes as recommended by the Authority's Triennial Review done by the Federal Transit Administration. Changes include new federal clauses that must be incorporated into vendor and consultant contracts and deficiencies in our procedures for Disadvantaged Business Enterprises (DBE).

**Motion:**

It is hereby moved by the Board of the Waccamaw Regional Transportation Authority that the Board of Directors approves and adopts the updated Procurement Manual as attached herein.

Requested by: \_\_\_\_\_  
                  Brian Piascik, General Manager/Secretary-Treasurer

APPROVED by the Waccamaw Regional Transportation Board of Directors at the regular meeting thereof, held on, February 24, 2021.

**ATTEST:**

_____ Marvin Keene, Ph.D. CFA, Board Chair	_____ Rob Sheehan, Ph.D., Board Vice Ch air
_____ Katharine D'Angelo	_____ Darrell Eickhoff
_____ Lillie Jean Johnson	_____ Bernard Silverman
_____ Joseph Lazzara	_____ Greg James
_____ Randal Wallace	_____ Vacant – Delegation
_____ Vacant – City of Conway	_____

See Board minutes from meeting on January 27, 2022 allowing the Chairman to sign this resolution on the behalf of the Board. The motion for Chairman's signature and for the Resolution JAN2022-01 was approved unanimously.



**1418 Third Avenue | Conway, SC 29526**

## **Procurement Manual & Policy**

**Revised & Approved January 26, 2022**

No.	Policy/Procedure	Department	Effective Date
P-4	Procurement Manual/Policy	Administration	01/26/2022

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY**

**ADMINISTRATIVE POLICIES**

**TABLE OF CONTENTS:**

**1. PURPOSE/SCOPE .....1**

**2. DEFINITIONS.....1**

**3. APPLICABILITY AND GOVERNANCE .....3**

**4. STANDARDS OF CONDUCT .....4**

**4.1. PERSONAL CONFLICTS OF INTEREST .....4**

**4.2. GIFTS .....4**

**4.3. VIOLATIONS .....5**

**4.4. ORGANIZATIONAL CONFLICTS OF INTEREST .....5**

**4.5. CONFLICTS OF INTEREST CERTIFICATION .....5**

**5. CONTRACTING AUTHORITY .....5**

**6. GENERAL PROCUREMENT STANDARDS.....6**

**6.1. COMPETITION .....6**

**6.2. ECONOMIC PURCHASING .....6**

**6.3. CONTRACT ADMINISTRATION .....6**

**6.4. TECHNICAL CONTRACTUAL ADMINISTRATION .....6**

**6.5. VALUE ENGINEERING.....7**

**6.6. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE .....7**

**6.7. RECORDS.....7**

**6.8. INTERGOVERNMENTAL AGREEMENTS.....8**

**6.9. PROTESTS AND DISPUTES.....9**

**6.10. CONTRACT PERIOD .....9**

**7. FULL AND OPEN COMPETITION.....9**

**7.1. NON-COMPETITIVE COMPETITION .....9**

**7.2. RESTRICTIONS ON COMPETITION .....10**

**7.3. GEOGRAPHIC PREFERENCES.....11**

**7.4. SELECTION PROCEDURES.....12**

**8. METHODS OF PROCUREMENT.....12**

**8.1. GENERAL STANDARDS.....12**

**8.2. MICRO-PURCHASES .....13**

**8.3. SMALL PURCHASES .....13**

**8.4. COMPETITIVE SEALED BIDDING .....13**

**8.5. COMPETITIVE NEGOTIATION.....14**

**8.6. ARCHITECTURE & ENGINEERING .....15**

**8.7. CONSTRUCTION .....16**

**8.8. NONCOMPETITIVE PROPOSALS (SOLE SOURCE) .....16**

**8.9. OPTIONS .....17**

**8.10. TIME AND MATERIAL CONTRACTS (RESTRICTED USE ONLY) .....18**

- 8.11. INFORMATION TECHNOLOGY (IT) PROCUREMENTS..... 18
- 8.12. JOINT PROCUREMENT ..... 18
- 8.13. REVENUE CONTRACTS ..... 18
- 8.14. IMPROPER (PROHIBITED) PROCUREMENTS NOT UTILIZED BY THE AUTHORITY..... 18
- 9. CONTRACT COST AND PRICE ANALYSIS ..... 19
  - 9.1. INDEPENDENT COST ESTIMATE (ICE) ..... 19
  - 9.2. COST ANALYSIS ..... 19
  - 9.3. PRICE ANALYSIS..... 20
  - 9.4. ELIGIBLE COSTS..... 20
- 10. BONDING REQUIREMENTS ..... 21
  - 10.1. CONSTRUCTION ..... 21
  - 10.2. NON-CONSTRUCTION ..... 21
- 11. PAYMENT PROVISIONS ..... 21
  - 11.1. ADVANCE PAYMENTS ..... 21
  - 11.2. PROGRESS PAYMENTS ..... 22
- 12. LIQUIDATED DAMAGES ..... 22
  - 12.1. RISK MANAGEMENT ..... 22
  - 12.2. CALCULATION..... 22
  - 12.3. MEASUREMENT ..... 22
  - 12.4. SOLICITATION REQUIREMENTS ..... 22
- 13. CONTRACT APPROVAL REQUIREMENTS ..... 22
- 14. CONTRACT PROVISIONS ..... 24
  - 14.1. SOUND AND COMPLETE AGREEMENT ..... 24
  - 14.2. REMEDIES FOR BREACH ..... 24
  - 14.3. TERMINATION ..... 24
- 15. CONTRACTS OUTSIDE THE SCOPE OF THIS POLICY ..... 24
- 16. DISADVANTAGED BUSINESS ENTERPRISES (DBE) ..... 24
- 17. VETERANS EMPLOYMENT ..... 25
- 18. ADDITIONAL PROCUREMENT CONSIDERATIONS ..... 25
  - 18.1. PREQUALIFICATION SYSTEM ..... 25
  - 18.2. PREQUALIFICATION CRITERIA ..... 25
  - 18.3. DISCUSSIONS - UNNECESSARY (SEALED BIDS ONLY)..... 25
  - 18.4. FEDERALLY AND STATE REQUIRED AND OTHER MODEL CLAUSES..... 25
  - 18.5. OVERSIGHT OF CONTRACTORS, AND SUB-CONTRACTORS..... 26
  - 18.6. BUY AMERICA PRE-AWARD REVIEW (STEEL OR MANUFACTURED PRODUCTS)..... 26
  - 18.7. BUY AMERICA PRE-AWARD/POST DELIVERY AUDITS - ROLLING STOCK >\$100K..... 27
  - 18.8. ENVIRONMENTAL AND ENERGY EFFICIENCY PREFERENCES:..... 32
- 19. CURRENT OR PROSPECTIVE LEGAL MATTERS..... 33**
- 20. ATTACHMENTS ..... 33
- REQUISITION FORM..... 34

**PROCUREMENT CHECKLIST.....35**  
**INDEPENDENT COST ESTIMATE .....36**  
**RESPONSIBILITY DETERMINATION FORM.....37**  
**SOW TEMPLATE .....38**  
**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT .....42**  
**PRICE ANALYSIS .....47**  
**PROCUREMENT MEMORANDUM.....48**  
**PROCUREMENT DECISION MATRIX .....49**  
**CHANGE ORDER REVIEW CHECKLIST .....50**  
**CONTRACT CLAUSE MATRIX .....51**  
**CERTIFICATIONS, REPORTS, AND FORMS.....55**  
**IRAN DIVESTMENT ACT.....55**  
**IRAN DIVESTMENT ACT- CERTIFICATION.....56**  
**IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS- (JAN 2015):.....57**  
**LEGAL MATTERS AFFECTING FEDERAL GOVERNMENT (NEW).....57**  
**PROMPT PAYMENT.....57**  
**FEDERALLY REQUIRED CONTRACT CLAUSES CHECKLIST .....58**

  
\_\_\_\_\_  
Brian Piascik, General Manager/CEO

January 26, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Parks, Grants & Procurement Manager

January 26, 2022  
\_\_\_\_\_  
Date

No.	Policy/Procedure	Department	Effective Date
P-4	Procurement Manual/Policy	Administration	01/26/2022

# Procurement Manual and Policy

## 1. PURPOSE/SCOPE

It is the responsibility to provide proper accountability for federal, state, and local funds utilized in the procurement of all items. The purpose of this policy is to establish policy and procedures of the procurement function as part of Waccamaw Regional Transportation Authority, Inc. (WRTA) efforts to improve its procurement process, ensure sound business decisions, and comply with all applicable statutes and regulations. The internal control program will contribute toward an improved procurement process that implements improved procurement oversight and provide policy guidance.

## 2. DEFINITIONS

- 1) Authority – The term “Authority” shall mean Waccamaw Regional Transportation Authority.
- 2) MAS100 – The term Sage 100 refers to the financial software that is used by the Authority.
- 3) BID – a formal offer by an individual or entity to provide goods or services specified, in a formal Invitation for Bids, at a specified price.
- 4) Bidder/Offeror – An individual or entity submitting a bid or proposal (offer).
- 5) Blanket Purchase Agreement – a purchase agreement used to fill repetitive requirements for goods and services under a single award.
- 6) Bond – a written guarantee of performance, secured by a surety. The three relevant bonds are Bid Bond, Payment (or labor and material payment) Bond, and Performance Bond.
  - A Bid Bond equivalent to five (5) % of the bid price is submitted with a bid. The bid bond ensures that on the Authority’s acceptance of the bid, the offeror will proceed with the work.
  - A Payment Bond or labor and material payment bond secures payment of all contractual obligations by the contractor.
  - A Performance Bond secures the obligation to complete the Work.
- 7) Contractor – the person or entity that has been awarded a contract for goods or services.
- 8) Contract Administration – the post-award administration of contracts to ensure the contractor in accordance with the contract terms and conditions fulfills contract deliverables. These responsibilities may be delegated to a Project Manager (PM) serving as the point of contact with the Contractor; however, depending on the contract type, complexity, and resource availability, functions may be retained by the Contract Administrator.
- 9) Cost Analysis – the review and evaluation of the contractor’s direct cost elements (labor, materials, equipment, etc.), proposed indirect costs (overhead), and profit of a contractor’s

cost or pricing data, and the judgmental factors applied in determining the reasonableness of costs.

- 10) DBE – Disadvantaged Business Enterprise.
- 11) Independent Cost Estimate (ICE) – WRTA’s internal estimate of the cost of the Scope of Work for a project or contract modification, which is derived separately from the contractor’s pricing.
- 12) Invitation for Bids (IFB) – is a formal solicitation seeking offers to provide goods and services at a fixed price. In IFB procurement, award is made based on the lowest price offered in a responsive bid from a responsible bidder. The determination is solely on price, with no consideration of a bid’s quality beyond meeting the minimum requirements established in the IFB.
- 13) Micro–Purchases – is a method of procurement without obtaining competitive quotations for goods and services valued at \$10,000 or less. For FTA and SCDOT funded projects, the Micro–Purchases are exempt from FTA Third Party Contract clauses except:
  - construction contracts exceeding \$2,000 are subject to the wage provisions of the Davis–Bacon Act; and
  - the file must include a determination that the price is fair and reasonable, and the justification for that determination.
- 14) Notice of Award (NOA) – a written notice by WRTA to the successful offeror that WRTA will sign and issue a contract subject to the terms and conditions stated in the solicitation.
- 15) Notice to Proceed (NTP) – written notice by WRTA to a Contractor directing the start of Work. Any Work performed prior to NTP shall be at the Contractor’s risk.
- 16) Offeror – an individual or entity submitting a formal response to a Request for Quotes, Invitation for Bids, or Request for Proposals.
- 17) Price Analysis – the review and evaluation of the offeror’s proposed price, to determine its reasonableness, without consideration of the separate elements of labor, material, equipment, overhead, and profit.
- 18) Protest – a written request, by an interested party, for specified relief from a procurement action or decision.
- 19) Purchase Order – written acceptance of an offer in response to a Request for Quote for specified goods and services, at a specified price and delivery schedule.
- 20) Request for Proposals (RFP) – A solicitation for equipment, goods, or services on a competitive basis. An RFP is used where there is not a clear definition of the desired goods or services, or where different approaches to the work are possible, or where personal knowledge, experience and skills are a determining factor; professional services are always procured by RFP. Award is made by evaluation of both technical merit and price, and may not be based on price alone.

- 21) Responsible Bidder – a person or entity that has the capability, in all respects, to perform fully the contract requirements and the business integrity and reliability that will assure good faith performance.
- 22) Responsive Bidder – a person or entity that has submitted a bid that conforms in all material respects to the Invitation to Bid.
- 23) Sole Source – a noncompetitive procurement action whereby there is only one known source who can comply with the explicit requirements of a solicitation. Sole source is typically when the goods or services are proprietary to one company and not easily obtained elsewhere. A sole source justification is required. All change orders outside the scope of the original contract are considered a sole source procurement action.
- 24) Sole Source Justification – written justification for a procurement action, when full and open competition does not exist. The justification must document fully and adequately, the appropriateness of the decision to solicit an offer from only one source.
- 25) Solicitation – the document issued by WRTA requesting Quotes (RFQ), Bids (IFB), or Proposals (RFP) for goods or services.
- 26) Subcontract – an agreement including purchase orders (other than one involving an employer/employee relationship) entered into between WRTA’s Contractor and a lower tier Subcontractor calling for services, labor, equipment, and/or materials required for Contract performance.
- 27) Subcontractor – an individual or entity at any tier, other than employees of the Contractor, who contract with the Contractor or a Subcontractor to furnish services, labor, equipment and/or materials, or labor and materials, under the Contract. The term Subcontractor is considered to include the term Supplier.
- 28) Substantial Completion – completion of the Work, or a designated portion of the Work, to a point where WRTA certifies that the Work or the designated portions can be used for the purpose intended, whether minor portions of the work, or corrections to any portions of the Work, remain to be completed. Substantial Completion does not relieve the Contractor of its obligation to finally complete the Work in timely fashion. Items remaining to be completed after Substantial Completion are documented in a Punch List.
- 29) WRTA and/or Coast RTA – Acronyms for Waccamaw Regional Transportation Authority.

### **3. APPLICABILITY AND GOVERNANCE**

This policy applies to all Authority contracts and purchases, except as specifically excluded herein. In all procurements utilizing any amount of Federal funds, federal requirements will generally supersede state law. However, if South Carolina state law is more stringent than federal law, then the Authority will conform to the more stringent law. However, where only Federal funds are involved, the Authority reserves the right to utilize procurement actions governed by applicable Federal procurement regulations when a procurement for a public exigency, urgent or emergency exists and the procurement can be made within Federal spending thresholds on a case by case basis. Where no

Federal funds are involved, procurement actions may be governed by applicable State law. Where no Federal or State funds are involved, the Authority may be governed by local laws. Any references to statutes or regulations herein shall be deemed to refer to any subsequent revisions or amendments which may be enacted from time to time.

If no applicable State law or Federal law or regulation exists regarding a particular aspect of procurement, then Federal contract law principles defined in the Federal Acquisition Regulations (FAR) may be applied.

This policy is applicable to all Staff and Board Members.

#### **4. STANDARDS OF CONDUCT**

These Standards of Conduct govern the performance of WRTA employees engaged in or otherwise involved in the award or administration of a contract.

##### **4.1. PERSONAL CONFLICTS OF INTEREST**

No employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract funded by FTA if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

##### **4.2. GIFTS**

The Authority's officers, employees, agents or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Authority has set minimum rules for acceptance of gifts:

- 1) Acceptance of any gift: Acceptance of any gift, favor, or service from any individual(s) interested in any business relationship with WRTA, which would cause a reasonable person to question the officer's or employee's impartiality in the matter, is considered to be a conflict of interest (except those donated for a specific activity or purpose sanctioned by WRTA).
- 2) Acceptance of any personal gift: Acceptance of any personal gift, favor, service or item, regardless of value, from an individual(s) for the employee's own economic benefit or as a trade for any WRTA services (i.e., advertising space, etc.) is a conflict of interest.
- 3) Acceptance of gifts from any source so frequent as to raise an appearance of the use of the employee's position for private gain is considered to be a conflict of interest.

### **4.3. VIOLATIONS**

To the extent permitted by the State of South Carolina, local law or regulations, penalties, sanctions, or other disciplinary action for violation of these standards up to and including termination shall apply.

### **4.4. ORGANIZATIONAL CONFLICTS OF INTEREST**

Engaging in practices that result in organizational conflicts of interest is prohibited by the Authority. An organizational conflict of interest occurs when any of the following circumstances occurs.

- 1) Lack of Impartiality or Impaired Objectivity: When the Authority is unable, or potentially unable, to provide impartial and objective assistance or advice to a vendor or potential vendor, due to other activities, relationships, contracts, or circumstances.
- 2) Unequal Access to Information: A vendor or potential vendor has an unfair, competitive advantage through obtaining access to nonpublic information.
- 3) Biased Ground Rules: During the conduct of an earlier procurement, the vendor has established the ground rules for a future procurement by developing specifications, evaluation factors or similar documents.

### **4.5. CONFLICTS OF INTEREST CERTIFICATION**

On an annual basis, WRTA requires all employees who participate in the procurement process to sign a certification that they have read, understand, and will comply with WRTA's Conflict of Interest Policy.

## **5. CONTRACTING AUTHORITY**

The Authority's General Manager/Chief Executive Officer is the Authority's Contracting Officer.

The Authority's General Manager/ Chief Executive Officer may delegate contracting authority in whole or in part to the Deputy General Manager/Chief Financial Officer or Grants and Procurement Manager or to other Directors or Officers of WRTA within the general scope of their responsibility. This authority may be re-delegated in whole or in part to other staff possessing sufficient knowledge, experience and background in procurement policies and procedures, and in administration of contracts for the scope of the delegation.

## **6. GENERAL PROCUREMENT STANDARDS**

### **6.1. COMPETITION**

It is the policy of the Authority that all procurement transactions be conducted in a manner intended to maximize full and open competition. The Authority will only make awards to responsive offers from responsible offerors. A responsive offer is one that complies with all material requirements of the solicitation. A responsible offeror is one possessing the technical, physical, financial and ethical capacity to successfully perform a specific contract.

### **6.2. ECONOMIC PURCHASING**

Proposed procurements will be reviewed to avoid duplicative or repetitive purchases to the greatest extent feasible and consistent with good procurement practices. Consideration should be given to consolidating or breaking out allowable procurements to obtain more economic pricing. Where appropriate, analysis will be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach.

### **6.3. CONTRACT ADMINISTRATION**

The Authority will maintain a contract administration system designed to ensure conformance by all parties with the terms, conditions, and specifications of their contracts.

The Grants/Procurement Manager will maintain the “official” file for any procurement contract. The “official” file will include all official correspondence relating to the administration of the contract. This file will document and verify the contractor’s adherence to the terms of the contract and demonstrate that the Authority is following acceptable administrative practice and sound business judgment in settling all contractual and administrative issues arising during contract performance.

### **6.4. TECHNICAL CONTRACTUAL ADMINISTRATION**

Immediately after full execution of the basic contract, the technical administration of the contract becomes the responsibility of the Grants/ Procurement Manager. The following are the duties of the Grants/Procurement Manager:

- 1) Acts as a focal point for all correspondence with the contractor regarding contractual matters and direction;
- 2) Coordinates proposed changes with contractors, obtains cost quotes, assesses impact, obtains necessary approvals, and initiates contract changes;
- 3) Negotiates all changes to contracts and prepares all Change Orders with technical assistance from qualified technical personnel. Supporting backup for the Change Order will be maintained;

- 4) Reviews invoices for all negotiated contracts as to the accuracy and determination of allowable costs. Invoices are forwarded to the Chief Financial Officer for further evaluation and advice as to any adjustments, which must be made;
- 5) Monitors progress of requests for payment to ensure timely payment to contractor;
- 6) Assures contractor insurance is maintained during the life of the contract;
- 7) Reviews changes in subcontracts submitted by the contractor for compliance with contract requirements. Obtains the technical review from the requesting department to assure proper scope, level of effort and subcontract price. Prepares and transmits appropriate response to the contractor either granting approval or requiring appropriate changes;
- 8) Prepares contractual memoranda in cooperation with the originating department for presentation to Authority staff and Board of Directors;
- 9) Maintains master contract files;
- 10) Attends as required, project progress meetings between contractors and other Authority staff; and
- 11) Assists Financial Staff with contract closeout.

#### **6.5. VALUE ENGINEERING**

The Authority will use value engineering clauses for construction and other capital projects of sufficient size to offer reasonable opportunity for increased efficiency. Value engineering is a systematic and creative analysis to ensure that the project is designed and constructed to perform its essential functions in the most cost-effective manner. The process may include consideration of life-cycle costing, and intangible or indirect benefits such as sustainability.

#### **6.6. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Procurements made by the Authority will adhere to Americans with Disabilities Act (ADA) compliance, as applicable to the procurement.

#### **6.7. RECORDS**

The Authority shall maintain records detailing the history of all procurement activities. The procurement files shall be kept in accordance with the Authority's Record Retention policy. For sealed bid procurements and competitive negotiations, the following documentation will be maintained:

The records will include, but may not be limited to the following:

- 1) The rationale for the method of procurement;
- 2) Selection of contract type;
- 3) Reasons for contractor selection or rejection; and
- 4) The basis for the contract price.

Where appropriate, the procurement documentation file should contain:

- 1) Purchase request, acquisition planning information, other pre-solicitation documents;
- 2) Evidence of availability of funds;
- 3) Rationale for the method of procurement (negotiations, formal advertising);
- 4) List of sources solicited;
- 5) Independent Cost Estimate;
- 6) Statement of Work/ Scope of services;
- 7) Copies of published notices of proposed contract action;
- 8) Copy of the solicitation, all addenda, and all amendments;
- 9) Liquidated damages determination;
- 10) An abstract of each offer or quote;
- 11) Contractor's contingent fee representations and other certifications and representations;
- 12) Source selection documentation, if applicable;
- 13) Contracting Officer's determination of contractor responsiveness and responsibility;
- 14) Cost or pricing data;
- 15) Determination that price is fair and reasonable, including an analysis of the cost and pricing data;
- 16) Required internal approvals for award;
- 17) Notice of award;
- 18) Notice to unsuccessful offerors and record of any debriefing;
- 19) Record of any protest;
- 20) Bid, Performance, Payment, or other bond documents, and notices to sureties;
- 21) Required insurance documents, if any;
- 22) Notice to proceed; and,
- 23) Negotiation Memorandum.

## **6.8. INTERGOVERNMENTAL AGREEMENTS**

To foster greater economy and efficiency, intergovernmental agreements through, the South Carolina Materials Management Office statewide contracts may be used as permitted and appropriate. "State Contracts" are considered as having been properly bid upon with full & open competition; and have a fair and reasonable price. However, this does not preclude the requirement to consider other competitive sources of supply or services or to determine price reasonableness. Adherence to appropriate federal clauses must be verified prior to any procurement from a state contract. Additionally, state contracts shall be reviewed on the state Materials Management website to ensure lack of geographical preference language. In the event that geographical preference language is noted within the contract, the contract shall not be utilized as a properly bid solicitation.

## **6.9. PROTESTS AND DISPUTES**

The Authority shall maintain written procedures to consider, process, and resolve protests relating to solicitations and shall comply with FTA requirements regarding notice of protests and notification of a protestor's right to appeal to FTA as set forth in C. 4220.1F.

In all instances, the Authority shall disclose information regarding protests to FTA and shall keep FTA apprised of the "status" of all protest related to federally assisted procurements. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

- 1) **The Authority's Role and Responsibilities:** The Authority is charged with responsibility for evaluating and resolving third party contract disputes. If the recipient intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the recipient's responsibilities will be dictated by the FTA and according to 4220.1F.
- 2) Any firm/individual desiring to exercise protest rights should direct all correspondence to: General Manager, Coast RTA, 1418 Third Ave., Conway, SC, 29526 within fifteen (15) days of the date of the issuance of the solicitation; or within ten (10) days of the date of award or notification of intent to award.

## **6.10. CONTRACT PERIOD**

The period of contract performance for rolling stock and replacement parts shall not exceed five years, inclusive of options, as defined in FTA C 4220.1F. The length of all other contracts shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with the Authority, and the relative benefit to the Authority of a longer or shorter contract term not to exceed five years.

## **7. FULL AND OPEN COMPETITION**

This section describes regulatory thresholds related to purchases and the Authority's efforts to encourage competition.

### **7.1. NON-COMPETITIVE COMPETITION**

Purchases up to \$10,000 can be made non-competitively. The price shall be determined fair and reasonable by any of the following methods:

- 1) Found reasonable on a recent purchase
- 2) Obtained from a current price list

- 3) Obtained from a current catalog
- 4) Commercial market sales price from advertisements
- 5) Similar in related industry
- 6) Personal knowledge of item procured
- 7) Regulated rate (utility)
- 8) Other
- 9) Purchases are distributed equitably among qualified suppliers in the local area
- 10) Purchases are not split to avoid the requirements for a competitive procurement above the micro-purchase threshold

## **7.2. RESTRICTIONS ON COMPETITION**

All procurement transactions above \$10,000 up to \$25,000 will be conducted, to the greatest extent practicable, in a manner providing full and open competition, without providing an unfair competitive advantage to any potential vendor. Three (3) bonafide written quotes shall be provided and “No-Quotes” are unacceptable. Some of the situations considered to be restrictive of competition include, but are not limited to:

- 1) Unreasonable requirements placed on firms for them to qualify to do business.
- 2) Unnecessary or excessive experience, excessive bonding, insurance, warranty or similar requirements, which affect an otherwise qualified firm’s ability to compete. Such requirements must also, however, be established in a manner consistent with protection of the Authority’s interests.
- 3) Noncompetitive pricing practices between firms or between affiliated companies.
- 4) Noncompetitive awards to any person or firm on retainer contracts.
- 5) Organizational conflicts of interest – An organizational conflict of interest exists other from rendering impartial assistance or advice to the Authority; a contractor's objectivity in performing the contract work is or might be otherwise impaired (e.g. a contractor assisting with a design might have a financial interest in a product or system that could be utilized in implementing that design); or a contractor has an unfair competitive advantage which might be gained through its involvement in writing, or reviewing the solicitation and contract documents, including the scope or specification except as part of a general industry review. There are a variety of ways in which conflicts of interest can be prevented, or mitigated, one of the most important being disclosure. Contracts should include the organizational conflict of interest clause, to require that offerors disclose when they believe there may be a conflict. This gives the Authority the opportunity to make the determination and take the necessary action to avoid the conflict. Also, conflicts of interest can be avoided by thoroughly researching potential vendors, employees and contractors. Any connections should be investigated to prevent conflict.

- 6) WRTA's conflict of interest policy requires that employees refrain from engaging in any activity, practice or act which conflicts with, or appears in conflict with the interest of the Authority, its customers, or vendors. Compliance with this policy significantly reduces the chance of a conflict of interest. Examples of conflict include: the employee being also employed by a bidder, offeror or contractor involved in the procurement transaction; The employee, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, the employee, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or the employee, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.
- 7) Once a conflict of interest has already occurred, it is still possible to avoid the consequences related to it. Removal of the Authority employee from the position causing the conflict is a mitigating action. Also, a recusal may be obtained, allowing the employee facing the conflict to abstain from participating in the procurement action causing the conflict.
- 8) If a recusal is not conducive to the circumstances, a third party may become involved to regulate between the WRTA employee and the company affected. This may be necessary when an offeror submits an offer that is in some way influenced by those making the award decision. In this situation, a third party may be brought in to make the necessary decision impartially. By implementing these methods, the consequences associated with conflicts of interest may be mitigated.
- 9) The Authority does not routinely prequalify potential bidders/offerors. If prequalification must be utilized, practices are utilized which are not inappropriately restrictive. The Authority's solicitations incorporate clear, accurate descriptions of materials, products, and services being procured. Any requirement that the offeror may be required to fulfill is clearly identified in the IFB or RFP.
- 10) Brand name or Equals are not utilized in solicitations, unless it is impractical or uneconomical to make a clear and accurate description of the technical requirements. In that matter, the Authority may indicate a "brand name or equal" description to be used for defining the performance or other salient characteristics of a specific type of item. Technical specifications may be used as necessary. No descriptions are utilized that unduly restrict competition.
- 11) The use of specification requirements and evaluation criteria, which unnecessarily favor an incumbent contractor.
- 12) Any arbitrary action in the procurement process.

### **7.3. GEOGRAPHIC PREFERENCES**

Procurement transactions will be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals, except in those

cases where applicable statutes or regulations expressly mandate or permit geographic preference. This does not preempt State or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### **7.4. SELECTION PROCEDURES**

The Authority will ensure fair, unbiased evaluation of competing offers for all types of competitive procurement transactions.

### **8. METHODS OF PROCUREMENT**

Authority methods for procurement are contained herein.

#### **8.1. GENERAL STANDARDS**

Every competitive solicitation above \$25,000 shall adhere to the following standards.

- 1) It shall be publicized at least online in the South Carolina Business Opportunity web-site in a manner intended, at a minimum, to notify potential sources in the Authority's service area of the nature and type of the solicitation and the date for responses.
- 2) Every reasonable effort should be made to encourage the maximum number of responses. Pre-qualification or other methods of restricting responses shall not be used unless required for security or public safety reasons or by law.
- 3) The Authority shall provide the solicitation to Disadvantaged Business Enterprises listed in the South Carolina Unified Certification Directory registered in areas of expertise required for the performance of the scope. (e.g. painter, brick mason, HVAC, A&E, & etc.)
- 4) The solicitation document shall contain, at a minimum, instructions on how the response is to be prepared and submitted; the deadline for submittals and other key dates in the process (such as the date and time of a pre-bid or pre-proposal conference); the basis upon which an award will be made; a statement reserving to the Authority the right to reject any and all offers and the right to award to other than the offer containing the lowest price; a clear and comprehensible statement of the Authority's needs and the technical requirements to be met by the successful offeror; a set of terms and conditions intended to be used for any resulting contract; and representations and certifications as required by law or deemed necessary by the Authority.
- 5) The solicitation period shall remain open for sufficient time to enable the preparation of quality submittals responsive to the Authority's needs.
- 6) Responses to any questions from prospective sources, or any amendments to the solicitation, shall be distributed to all parties known to have received the solicitation. Should the

amendment substantially change the terms of the solicitation, the period for receipt of offers shall be extended to allow offerors to change their proposals accordingly.

- 7) A determination shall be made by the contracting officer that the offeror has the resources to successfully perform the contract, and has a satisfactory record of past performance, compliance with public policy, and integrity. The contracting officer shall also determine that the price(s) are fair and reasonable and the contractor has not been suspended or debarred from federal participation on the U.S. Government's System for Award Management ([WWW.SAM.GOV](http://WWW.SAM.GOV)).
- 8) If any offer should be determined to be non-responsive, non-responsible, or otherwise rejected for any other reason, the Authority shall maintain record of the sound, documented business reason supporting the rejection.

## **8.2. MICRO-PURCHASES**

Micro-purchases are those purchases not exceeding \$10,000. Purchases below that threshold may be made without obtaining competitive quotations, but shall provide for competition whenever practicable. Award may be made if it is determined that the price is fair and reasonable, and that there are no significant differences in quality or price among available vendors. Typically, this would involve items sold "off-the-shelf" to the general public or a specific market. Documentation for a non-competitive micro-purchase need only include a notation that the price is fair and reasonable and the reason for the determination. The determination may be recorded on preprinted forms or a checklist on the receipt. Micro-purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers and requirements may not be split to avoid a competitive solicitation process. The Davis Bacon Act (40 U.S.C. § 3141 et seq.) applies to construction micro-purchases more than \$2,000.

## **8.3. SMALL PURCHASES**

Small purchase procurements are relatively simple, requiring three (3) written quotes and informal solicitations for services, supplies, or other property that cost more than \$10,000 but do not exceed \$25,000. If small purchase procedures are used, price or rate quotations shall be obtained from at least three (3) qualified sources. "NO QUOTES are not accepted. The quotes should be written, in either electronic or hard copy form, and must indicate the vendor's name, date of quote, name of individual contacted, description of good or service, and quoted price.

## **8.4. COMPETITIVE SEALED BIDDING**

Bids more than \$25,000 are publicly solicited through a formal Invitation for Bids (IFB) with a fixed-price contract (lump sum or unit price) being awarded to the lowest-priced responsive bid from a responsible bidder.

- 1) Competitive sealed bidding is the preferred method of solicitation, and justification for any other method of procurement must be documented as part of the procurement record.
- 2) All bids will be publicly opened at the time and place prescribed in the IFB. Bidders shall be afforded a suitable opportunity to examine all bids received after they are opened.
- 3) A fixed-price contract award will be made in writing to the responsible bidder submitting the lowest responsive bid at the price stated in the bid. A fixed-price contract type does not preclude consideration of the use of price-varying provisions such as escalation or incentives/disincentives if suitable for the circumstances. The price reasonableness analysis shall consider whether bids are materially unbalanced.
- 4) When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs may be considered in determining the low bid if specified in the solicitation. Payment discounts shall be requested or considered only when prior experience indicates that the Authority can avail itself of such discounts.
- 5) If the IFB includes pricing for any options or alternatives, the solicitation must define if they will be considered in determining the low bid, and, in the event of multiple options, the basis for and order in which they will be accepted.
- 6) Construction may be procured only by competitive sealed bidding,
- 7) If a single responsive bid is received from a responsible bidder, the Authority may negotiate with the bidder to ensure that a fair and reasonable price is obtained. If the responsive bid from the lowest responsible bidder exceeds available funds, the Authority may negotiate with the apparent low bidder to obtain a contract price within available funds, if the Authority has established in writing, conditions and procedures for such negotiations prior to issuance of the IFB and summarized them therein. The Authority may not, as part of a negotiation process, modify or alter the scope and specification defined in the IFB in a manner which might have attracted additional bidders if incorporated in the solicitation.

## **8.5. COMPETITIVE NEGOTIATION**

The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally used when conditions are not appropriate for the use of sealed bids.

The competitive negotiation method of procurement is appropriate when the contracting officer determines that following conditions exist:

- 1) A complete, adequate, and realistic specification or purchase description is not available.
- 2) Two or more responsible offerors are willing and able to compete effectively for the award.
- 3) The selection of the successful offeror requires consideration of factors other than price.
- 4) Discussions with offerors are anticipated to be needed.

Either a firm-fixed price or cost reimbursable type contract may be awarded.

Each RFP will include a description of the factors in addition to price by which proposals will be evaluated. Evaluation factors and sub-factors will be listed in order of their relative importance. For RFPs, technical and pricing proposals shall be submitted in separate volumes.

Prior to the receipt of proposals, the Grants/Procurement Manager, in consultation with the project manager (if applicable), will establish the method by which technical and price evaluations of the proposals received will be conducted and one or more awardees selected. Technical evaluations shall be conducted prior to distribution of the pricing proposals to ensure that non-technical considerations do not affect the technical evaluations. The process and outcome of the evaluations shall be fully documented.

Unless the technical and price evaluators agree that only one proposer can receive an award, discussions and negotiations shall be conducted with all proposers found to be so capable. In cases where there are many qualified proposers, a preliminary round of discussions may be used to reduce the number of candidates. Each RFP shall include a statement that the Authority may award one or more contracts based on initial proposals received, and/or without discussions other than requests for clarifications, which are information exchanges that are conducted to eliminate minor uncertainties or irregularities in a proposal and do not give an offeror the opportunity to revise or modify its proposal.

Award will be made to the responsive and responsible firm whose proposal is most advantageous to the Authority, price and all other factors considered. Award may be made either to the proposer whose technically acceptable proposal offers the lowest price, or to the proposer whose proposal offers the “best value” to the Authority, defined as the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to identify the best combination of technical merit and price. Regardless of the method used, however, the solicitation must contain language which establishes and defines the basis on which the award will be made.

## **8.6. ARCHITECTURE & ENGINEERING**

The Authority will use a formal qualification-based competitive proposal procedure based on the Brooks Act, Chapter 11 of Title 40 of the United States Code, and 49 U.S.C. §5325(b), when contracting for A&E services, which are defined to include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services that are directly in support of, directly connected to, directly related to or lead to construction, alteration, or repair of real property. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

The Brooks Act requires that:

- 1) An offeror's technical qualifications be evaluated;
- 2) Price be excluded as an evaluation factor;
- 3) A pricing proposal be requested from, and negotiations be conducted only with the most qualified offeror; and
- 4) Failing agreement on price, the proposal must be rejected and negotiations conducted with the next most qualified offeror, until a contract award can be made to the most qualified offeror whose price is fair and reasonable; if the pool of qualified offerors is exhausted without an agreement, the solicitation must be canceled.

This "qualifications-based" procurement method can only be used for the procurement of A&E services where Federal funds are utilized.

### **8.7. CONSTRUCTION**

The Authority shall, unless otherwise required, procure design-build services through means of qualifications-based competitive proposal procedures based on the Brooks Act, when the preponderance of the work to be performed is for architectural and engineering (A&E) services. Qualifications-based competitive proposal procedures will not be used to procure design-build services when the preponderance of the work to be performed is not of an A&E nature.

- 1) Design-Bid-Build Project means a construction project under which a recipient commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for construction, by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.
- 2) Design-Build is a build procurement method that consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction.

### **8.8. NONCOMPETITIVE PROPOSALS (SOLE SOURCE)**

Procurement of noncompetitive proposals will only be used when the award of a contract is not feasible under micro, small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies.

- 1) The item is available only from a single source.
- 2) The public exigency or emergency for the requirements will not permit a delay resulting from competitive solicitations.
- 3) FTA authorizes noncompetitive negotiations.
- 4) After solicitation of several sources, competition is determined inadequate.
- 5) The item is an associated capital maintenance item as defined by the FTA that is procured directly from the original manufacturer or supplier of the item to be replaced. The Authority

will first certify in writing to FTA that such manufacturer or supplier is the only source for such item and that the price of such item is no higher than the price paid for such item by like customers.

- 6) A cost or price analysis is required for each sole source acquisition.
- 7) If at least one of the above circumstances applies to the procurement, it must be documented in writing, and the explanation must be maintained with the procurement records.

## 8.9. OPTIONS

An option is a unilateral right in a contract by which, for a specified time, WRTA may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by the Authority during the term of the contract; options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in the Authority's anticipated requirements, in accordance with FTA regulations and guidance. The price associated with exercising the option needs to be defined at the outset, either as a specific price or as a percentage increase of the base price.

The option quantities or periods must be defined in the solicitation; contained in the offer upon which a contract is awarded; and evaluated as part of the initial award process. When an option has not been evaluated as part of the award, the exercise of the option will be considered sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial contract, and an option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option will void all subsequent options.

A recipient of FTA funding may occasionally determine that it has inadvertently acquired contract rights more than its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking." Use of such options is considered sole source actions and must be documented accordingly. However, the Authority DOES NOT exercise options in contracts of other public agencies due to state prohibition.

### **8.10. TIME AND MATERIAL CONTRACTS (RESTRICTED USE ONLY)**

Time and Material contracts are to be used only after a documented determination that no other type of contract is suitable. Such contracts will specify a ceiling price that the contractor shall not exceed except at its own risk. Upon completion of price determination, the contract shall be modified to a firm fixed price.

### **8.11. INFORMATION TECHNOLOGY (IT) PROCUREMENTS**

Information Technology procurements shall routinely be requisitioned and recommended through the Technology department with the assistance of the Grants/Procurement Manager.

### **8.12. JOINT PROCUREMENT**

A joint procurement is a method of contracting in which two or more purchasers agree from the outset to a single solicitation document and enter into a single contract with a vendor. The parties to a joint procurement may be from more than one state. The use of joint procurements when combining requirements into a larger order can result in a more advantageous contract for the participating recipients. Current guidance does not require the needs of each joint procurement participant to be separately written into the contract. And, as with regular procurements, a joint procurement may take the form of an indefinite delivery/indefinite quantity contract (ID/IQ) if it contains "total minimum and total maximum" terms.

### **8.13. REVENUE CONTRACTS**

A revenue contract is a contract in which the Authority provides to the public, transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of property (i.e. Rolling stock). The Authority has broad latitude in determining the extent and type of competition appropriate for a revenue contract. Nevertheless, to ensure fair and equal access to Authority property and to maximize revenue derived from such property, the Authority shall conduct its revenue contracting as follows:

If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

### **8.14. IMPROPER (PROHIBITED) PROCUREMENTS NOT UTILIZED BY THE AUTHORITY**

The Authority may not purchase items from certain buying cooperatives such as the Sourcewell, formerly NJPA (National Joint Powers Alliance). Coast RTA may not use cooperative purchasing organizations that award open - ended contracts without minimum and maximum quantities, and without federal clauses and certifications. It is FTA policy that the number of items to be

purchased must be based on the grantee's actual needs and must be advertised with the solicitation.

- 1) **Cardinal Changes (Tag-on)** - A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-on." The Authority shall utilize any necessary testing methodology to ensure that procurements are not considered a Tag-on.
- 2) **Tests for Tag-on pertaining to Rolling Stock** - In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, now, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. However, consideration to changes in seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be are permissible changes.
- 3) **Cost Plus a Percentage of Cost** - The use of the cost plus a percentage of cost method of contracting.
- 4) **Percentage of Construction Cost** - The use of the percentage of construction cost method of contracting.

## 9. CONTRACT COST AND PRICE ANALYSIS

A cost or price analysis must be performed for every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation. A cost analysis is required for all construction procurements and construction change order procurements.

### 9.1. INDEPENDENT COST ESTIMATE (ICE)

Any cost or price analysis must be based on an independent cost estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing.

### 9.2. COST ANALYSIS

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost.

A cost analysis will be necessary when adequate price competition is lacking, including sole source procurements (which include contract modifications, change orders, and exercise of options), unless price reasonableness can be established based on a catalog or market price of a commercial product sold in substantial quantities to the public or based on prices set forth by law or regulation.

Adequate price competition may be determined to exist when the perception of competition exists, even if only one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where 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.

Costs or prices based on estimated costs for contracts will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles contained in Part 31 of the Federal Acquisition Regulations.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

### **9.3. PRICE ANALYSIS**

A price analysis looks at the price without examination of its various components, and is usually performed by comparing prices to those from other comparable procurements.

A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed contract price.

### **9.4. ELIGIBLE COSTS**

Property and services must be eligible for Federal participation under the standards of the Federal cost principles applicable to the recipient before the recipient may use FTA assistance to support its costs (2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, or FAR Part 31). A recipient may use its own cost principles that comply with applicable Federal cost principles. FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

## 10. BONDING REQUIREMENTS

### 10.1. CONSTRUCTION

The Authority shall specify a bonding policy in compliance with FTA requirements for construction or facility improvement contracts, which adequately protects the Authority and FTA interests, and is following South Carolina Public Procurement.

1) Bid Guarantee [Construction over \$100,000]

- Equal five (5) percent of the bid price.
- Firm commitment such as a bid bond, certified check, or another negotiable instrument accompanying a bid as assurance that the bidder will execute contractual documents as may be required within the time specified.

2) Performance Bond [Construction over \$100,000]

- Is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract;
- Amount is equal to 100 percent of the contract price.

3) Payment Bond [Construction over \$100,000]

- Assures payment of all persons supplying labor and material.
- Includes required amounts as follows:
- Fifty percent of the contract price if the contract price is not more than \$1 million;
- Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- Two and a half million dollars if the contract price is more than \$5 million.

### 10.2. NON-CONSTRUCTION

For non-construction contracts, bonding requirements are discouraged, except where applicable law or regulations provides for such bonding or WRTA determines that such a requirement is necessary as part of the risk management plan for a project.

## 11. PAYMENT PROVISIONS

### 11.1. ADVANCE PAYMENTS

The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from FTA. The Authority does not make

advance payments utilizing FTA funds. Any advance payment required is generally paid with local funds.

### **11.2. PROGRESS PAYMENTS**

Progress payments are to be made only for costs incurred in the performance of the contract. When progress payments are used, the Authority must obtain title to property or other adequate security for the progress payment. Progress payments for construction contracts may be made on a percentage of completion basis; this method may not be used for non-construction contracts.

## **12. LIQUIDATED DAMAGES**

### **12.1. RISK MANAGEMENT**

WRTA shall determine whether to use or not to use a liquidated damages provision for a specific procurement, as part of an overall risk management program.

### **12.2. CALCULATION**

The amount of liquidated damages must be reasonably calculated to reflect anticipated damages which the Authority might suffer as the result of an inadequacy or delay in contract performance, and such damages would be difficult or impossible to determine.

### **12.3. MEASUREMENT**

Liquidated damages may be imposed for an entire contract or for a readily identifiable milestone or deliverable, and the measurement period may be other than a day, where appropriate.

### **12.4. SOLICITATION REQUIREMENTS**

If it is determined that a liquidated damages provision will be included, the solicitation shall identify with specificity the circumstances in which the liquidated damages will be imposed and the rate to be charged. The file shall document the derivation of the rate of assessment and ensure it is reasonable, proper and not arbitrary or punitive.

## **13. CONTRACT APPROVAL REQUIREMENTS**

All contracts for goods and services exceeding \$25,000 must be properly procured by public solicitation (IFB, RFP, RFQ, etc.). The Chief Executive Officer (CEO) is authorized to approve contracts up to \$50,000. For contracts above \$50,000, the procurement must first be approved by the Board of Directors.

In special circumstances, the General Manager/CEO may authorize modifications beyond the limit of

his/her authority and up to \$100,000 only:

- 1) In cases requiring emergency action to prevent loss of life, damage to property, a threat to public safety or the environment, or the disruption of transit service or other essential functions of the Authority;
- 2) Where an emergency has been declared by local, state or national officials affecting the Authority's service area, directly or indirectly, or a request for waiver of regulatory requirements has been entered on FTA's Emergency Docket;
- 3) In cases where a delay in approving a contract modification will cause the Authority to incur substantial additional costs (by delaying a contractor, for example) or potential liabilities;
- 4) In cases where the Authority is unable to act at its scheduled meeting (due to a lack of a quorum, for example).

Any authorization by the General Manager/CEO under this paragraph shall be supported by written documentation identifying the reasons for the action, and shall be subject to confirmation by the Board of Directors at its next meeting.

Contracts for goods and services exceeding \$5,000 up to \$25,000 shall only be awarded by the General Manager/CEO and if over \$10,000 must have:

- Three bonafide written quotes
- Applicable Federal clauses
- Independent Cost Estimate
- Price Analysis and/or Cost Analysis

For smaller purchases:

The Chief Financial Officer (CFO) is authorized to approve contracts up to \$5,000.

The Maintenance Manager is authorized to approve contracts up to \$2,500.

The Operations Manager is authorized to approve contracts up to \$2,500.

The Information Technology Manager is authorized to approve contracts up to \$2,500.

#### CONTRACT AWARD ANNOUNCEMENT

Announcement of contract awards utilizing Federal funds will be made in accordance with FTA requirements. Award notifications will be also posted in the lobby of the Authority. Non-Awarded offerors shall be promptly notified in writing.

## **14. CONTRACT PROVISIONS**

### **14.1. SOUND AND COMPLETE AGREEMENT**

All contracts shall include provisions to define a sound and complete agreement, appropriate to the type and complexity of the project. At a minimum, these include a well-defined statement of work or specification, a defined contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state or local laws and regulations.

### **14.2. REMEDIES FOR BREACH**

All contracts more than the small purchase limit as defined herein shall include contractual provisions that allow for administrative or legal remedies in instances where contractors violate or breach contract terms.

### **14.3. TERMINATION**

Termination for cause and for convenience provisions shall be included in all contracts more than \$10,000, including how termination will be effected and the basis on which a settlement will be accomplished.

The Authority shall utilize administrative, contractual, or legal contract remedies in instances in which a contractor violates or breaches terms of a contract that exceeds the Authority's small purchase threshold. The Authority also requires termination clauses when procurements exceed its small purchase threshold. The Authority will utilize extreme care in developing appropriate performance remedies in all contracts.

## **15. CONTRACTS OUTSIDE THE SCOPE OF THIS POLICY**

This policy will not apply to transactions involving the purchase, sale, lease, or other transactions for real property; for joint development projects; for purchases from government-regulated entities such as public utilities which are granted market exclusivity by the regulating agency; for purchases of professional subscriptions, memberships, seminars, and expenses in connection with industry meetings and conferences; for travel and living expenses on WRTA business; and other similar expenditures incidental to the routine conduct of the Authority's business (See TRAVEL POLICY).

## **16. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

It is the policy of WRTA that disadvantaged business enterprises (DBEs), as defined in 49 C.F.R. Part 26, shall have an opportunity to participate in awards of its contracts and subcontracts. WRTA shall take positive actions to ensure utilization of DBEs through its DBE Program. A review of DBE subcontracting opportunities shall be conducted for each U.S. Department of Transportation

funded solicitation over \$10,000 and a percentage goal for DBE participation established where appropriate subcontracting opportunities exist.

## **17. VETERANS EMPLOYMENT**

For capital, funded procurements, the Authority shall ensure that any contractor shall give a hiring preference, to the extent practicable, to veterans who have the requisite skills and abilities to perform the construction work required under the contract. This language **shall not** be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

## **18. ADDITIONAL PROCUREMENT CONSIDERATIONS**

### **18.1. Prequalification System**

Coast RTA may establish minimally acceptable qualifications that an offeror must meet to be deemed responsive. These may include but are not limited to: adequacy of resources, experience, and past performance. If the Authority elects to apply a prequalification screening, it must disclose in the RFP or IFB both the prequalification criteria and that offerors not meeting these criteria will be eliminated without further evaluation. Typically, prequalification criteria are scored on a pass/fail basis.

### **18.2. Prequalification Criteria**

Coast RTA shall ensure that all prequalification lists it uses are current; include enough qualified sources to provide maximum full and open competition and may permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date).

### **18.3. Discussions - Unnecessary (Sealed Bids Only)**

Discussions with one or more bidders after bids have been submitted are unnecessary, as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful in promoting a clear understanding of the scope.

### **18.4. Federally and State Required and Other Model Clauses**

Federally Required and Other Model Clauses shall be listed in all solicitations only as applicable. Compliance with all applicable clauses must be agreed upon by the offeror, upon signing the

solicitation. An offeror can review all Federally Required and Other Model Clauses at the Federal Transit Administration's Website, or in Federal Circular 4220.1-F. Each contractor and its subcontractor(s) if applicable, must comply with the terms of its third-party contract or subcontract, including requirements to extend those federally required clauses and provisions to its subcontractors at the lowest tier required.

### **18.5. Oversight of Contractors, and Sub-Contractors**

The Authority shall reserve the right to monitor and maintain oversight of its contractors and sub-subcontractors to ensure compliance with necessary Federal procurement requirements, applicable to any FTA funded projects. The Authority reserves the right to conduct or have conducted by any funding entity, both pre-award and post award reviews to ensure full compliance with Federal and State, and Local procurement requirements and standards.

### **18.6. Buy America Pre-Award Review (Steel or manufactured products)**

FTA/DOT BUY AMERICA REQUIREMENTS §661.6 requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

#### Certificate of Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date

Signature

Company Name

Title

#### Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date

Signature

Company Name

Title

## 18.7. Buy America Pre-Award/Post Delivery Audits - Rolling Stock >\$100k

FTA/DOT, Pt. 663 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

Subpart A—General Sec. 663.1 Purpose. 663.3 Scope. 663.5 Definitions. 663.7 Certification of compliance to FTA. 663.9 Audit limitations. 663.11 Audit financing. 663.13 Buy America requirements. 663.15 Compliance.

Subpart B—Pre-Award Audits 663.21 Pre-award audit requirements. 663.23 Description of pre-award audit. 663.25 Pre-award Buy America certification. 663.27 Pre-award purchaser's requirements certification.

Subpart C—Post-Delivery Audits 663.31 Post-delivery audit requirements. 663.33 Description of post-delivery audit. 663.35 Post-delivery Buy America certification. 663.37 Post-delivery purchaser's requirements certification. 663.39 Post-delivery audit review.

Subpart D—Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards 663.41 Certification of compliance with Federal motor vehicle safety standards. 663.43 Certification that Federal motor vehicle standards do not apply. Authority:

49 U.S.C. 1608(j); 23 U.S.C. 103(e)(f); Pub. L. 96-184, 93 Stat. 1320; Pub. L. 101-551, 104 Stat. 2733; sec. 3023(m), Pub. L. 109-59; 49 CFR 1.51.

Source: 56 FR 48395, Sept. 24, 1991, unless otherwise noted.

Subpart A—General § 663.1 Purpose.

This part implements section 12(j) of the Federal Mass Transit Act of 1964, as amended, which was added by section 319 of the 1987 Surface Transportation and Uniform Relocation Assistance Act (Pub. L. 100-17). Section 12(j) requires the FTA, by delegation from the Secretary of Transportation, to issue regulations requiring pre-award and post-delivery audits when a recipient of Federal financial assistance purchases rolling stock with funds made available under the Federal Mass Transit Act, as amended.

### § 663.3 Scope:

This part applies to a recipient purchasing rolling stock to carry passengers in revenue service with funds made available under sections 3, 9, 18, and 16(b)(2) of the Federal Mass Transit Act, as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§ 663.5 Definitions

As used in this part—

- 1) Pre-award means that period in the procurement process before the recipient enters a formal contract with the supplier.
- 2) Post-delivery means the time in the procurement process from when the rolling stock is delivered to the recipient until title to the rolling stock is transferred to the recipient or the rolling stock is put into revenue service, whichever is first.
- 3) Recipient means a recipient of Federal financial assistance from FTA.
- 4) Revenue service means operation of rolling stock for transportation of fare-paying passengers as anticipated by the recipient.
- 5) Rolling stock means buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used for guideways and incline planes.
- 6) Audit means a review resulting in a report containing the necessary certifications of compliance with Buy America standards, purchaser's requirements specifications, and, where appropriate, a manufacturer's certification of compliance with or inapplicability of the Federal Motor Vehicle Safety Standards, required by section 319 of STURAA and this part.
- 7) FTA means the Federal Transit Administration.

§ 663.7 Certification of compliance to FTA

A recipient purchasing revenue service rolling stock with funds obligated by FTA on or after October 24, 1991, must certify to FTA that it will conduct or cause to be conducted pre-award and post-delivery audits as prescribed in this part. In addition, such a recipient must maintain on file the certifications required under subparts B, C, and D of this part.

§ 663.9 Audit limitations.

- 1) An audit under this part is limited to verifying compliance with
  - Applicable Buy America requirements [section 165 of the Surface Transportation Assistance Act of 1982, as amended,]; and
  - 2) Solicitation specification requirements of the recipient.
- 2) An audit under this part includes, where appropriate, a copy of a manufacturer's self-certification information that the vehicle complies with Federal Motor Vehicle Safety Standards or a certification that such standards are inapplicable.
- 3) An audit conducted under this part is separate from the single annual audit requirement established by Office of Management and Budget Circular A-128, "Audits of State and Local Governments," dated May 16, 1985.

§ 663.11 Audit financing

A recipient purchasing revenue rolling stock with FTA funds may charge the cost of activities required by this part to the grant which FTA made for such purchase.

§ 663.13 Buy America requirements

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title.

§ 663.15 Compliance

A recipient subject to this part shall comply with all applicable requirements of this part. Such compliance is a condition of receiving Federal financial assistance from FTA. A recipient determined not to follow this part will be subject to the immediate suspension, withholding, or repayment of Federal financial assistance from FTA or other appropriate actions unless and until it comes into compliance with this part.

## Subpart B—Pre-Award Audits § 663.21 Pre-award audit requirements

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters a formal contract for the purchase of such rolling stock.

§ 663.23 Description of pre-award audit:

A pre-award audit under this part includes—

- 1) A Buy America certification as described in § 663.25 of this part;
- 2) A purchaser's requirements certification as described in § 663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in § 663.41 or § 663.43 of this part.

§ 663.25 Pre-award Buy America certification:

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that—

- 1) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- 2) The recipient is satisfied that the rolling stock to be purchased meets the requirements of

section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—

- Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

§ 663.27 Pre-award purchaser's requirements certification:

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that—

- 1) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- 2) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

Subpart C—Post-Delivery Audits § 663.31 Post-delivery audit requirements.

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under this part is complete before title to the rolling stock is transferred to the recipient.

§ 663.33 Description of post-delivery audit:

A post-delivery audit under this part includes—

- 1) A post-delivery Buy America certification as described in § 663.35 of this part;
- 2) A post-delivery purchaser's requirements certification as described in § 663.37 of this part; and,
- 3) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in § 663.41 or § 663.43 of this part.

§ 663.35 Post-delivery Buy America certification:

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—

- 1) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

- 2) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—
- Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
  - The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

§ 663.37 Post-delivery purchaser's requirements certification:

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

- 1) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—
  - Provide accurate records of all vehicle construction activities; and
  - Address how the construction and operation of the vehicles fulfills the contract specifications.
- 2) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- 3) For procurements of:
  - Ten or fewer buses; or
  - Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
  - Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications. [56 FR 48395, Sept. 24, 1991, as amended at 71 FR 14118, Mar. 21, 2006]

§ 663.39 Post-delivery audit review:

- 1) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the

recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

- 2) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period.

Subpart D—Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards § 663.41 Certification of compliance with Federal motor vehicle safety standards.

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

§ 663.43 Certification that Federal motor vehicle standards do not apply:

- 1) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.
- 2) This subpart shall not apply to rolling stock that is not a motor vehicle.

**18.8. Environmental and Energy Efficiency Preferences:**

The Authority prefers and will to the extent practicable and economically feasible, utilize products and services that are renewable, conserve natural resources, protect the environment, and are energy efficient. Energy-efficient product and service procurement activities can produce significant energy, environmental, economic, and other benefits to the Authority. Environmental friendly products and services support and protect the environment.

- When contracting for services or construction, the Authority shall include the provisions of energy-consuming products, and shall specify the use of energy-efficient products that comply with the applicable requirements listed in the ENERGY STAR® Program of Federal Energy Management Program (FEMP).
- The Authority is not required to procure an ENERGY STAR® or FEMP-designated product if the head of the agency determines in writing that:
  - No ENERGY STAR® or FEMP-designated product is reasonably available that meets the functional requirements of the agency; or
  - No ENERGY STAR® or FEMP-designated product is cost effective over the life of the product taking energy cost savings into account.
- WRTA is accountable to the public for its environmental stewardship. WRTA shall

work to comply with environmental requirements and take all necessary actions to prevent, control and abate environmental pollution.

## **19. CURRENT OR PROSPECTIVE LEGAL MATTERS**

**THE PROPOSER MUST PUT A STATEMENT IN THEIR OFFER AND ALL CONTRACTUAL OR ENGAGEMENT DOCUMENTATION THAT MUST BE SIGNED BY ANY REPRESENTATIVE OF COAST RTA ONLY ONCE OR ANNUALLY IF APPLICABLE FOR THE DURATION OF CONTRACT:**

**INDICATING IF ANY CURRENT OR PROSPECTIVE LEGAL MATTER(S) EXIST OR DO NOT EXIST THAT MAY AFFECT THE FEDERAL GOVERNMENT OR THAT EMERGES DURING THE PERIOD OF SERICE, INCLUDING ALL EXTENSIONS MADE THROUGH OPTIONS. THIS CLAUSE APPLIES TO ALL TIERS OF THE CONTRACT.**

This notice requirement applies to every tier of non-procurement awards (e.g., a subgrant) of any amount and to every tier of procurement transaction the amount of which is expected to equal or exceed \$25,000. This requirement must be renewed annually by Vendor/Proposer in all contractual or engagement documentation each year that contractual services are renewed.

## **20. ATTACHMENTS/ADDITIONAL INFORMATION**

- A. Requisition Form
- B. Procurement Checklist
- C. Independent Cost Estimate
- D. Responsibility Determination Form
- E. Statement of Work Template
- F. Sole Source Checklist for Justification Form
- G. Sole Source Justification Form
- H. Cost Analysis Form
- I. Price Analysis
- J. Procurement Summary
- K. Procurement Decision Matrix
- L. Change Order Review Checklist
- M. Contract Clause Matrix
- N. Iran-Contra Divestment Act
- O. Iran Divestment Act – Certification
- P. Iran Divestment Act – Ongoing Obligations
- Q. Legal Matters Affecting Federal Government
- R. Prompt Payment
- S. Federally Required Contract Clause Checklist



**B.**

**SAMPLE**

**PROCUREMENT CHECKLIST**

<b>Completed</b>	<b>Document</b>	<b>Date</b>	<b>Initials</b>
	Requisition		
	Independent Cost Estimate (ICE)		
	Federal Clauses		
	Advertised		
	Bid abstract		
	Cost/Price Analysis		
	Bonds:		
	Bid		
	Performance		
	Payment		
	Responsibility Determination		
	Fair & Reasonable Determination		
	SAM (Excluded Parties)		
	Buy America		
	Pre-Award		
	Post Delivery		

C.

SAMPLE

**Independent Cost Estimate**

**Contract Type:** \_\_\_\_\_

**Date of Estimate:** \_\_\_\_\_

**Description of Goods / Service:**

**Method of Obtaining the Estimate:**

**I have obtained the following estimate from....**

**Published Price List / Past pricing (date)**\_\_\_\_\_

**Engineering or technical estimate**

**Independent Third Party estimate**

**Other (specify)**\_\_\_\_\_

**Cost Estimate Details:**

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$\_\_\_\_\_. Details are shown below.

**A) Cost of Standard Items**

Product	Cost (\$/ea.)	Cost (\$/ea.)	Notes / Data Source
	Delivered	No Freight	

**B) Cost of Services, Repairs or Non-Standard Items**

Materials	Other Direct Cost	Labor (Rate, Hours)	Labor Class	Allocated Overhead	SG&A	Profit	Total

**Signature of Preparer:**

The preceding cost estimate was obtained or prepared by: \_\_\_\_\_

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

D.

**SAMPLE**  
**Responsibility Determination Form**

Bid/RFP No:

Supplier:

Date:

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
2. Ability to meet the delivery schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
3. Satisfactory period of performance	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
4. Satisfactory record of integrity, not on debarred or suspended listings	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____
5. Receipt of all necessary data from supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ _____ _____ _____



<b>2.3 Business Processes Impacted</b>
Review major changes in the way work will be conducted once the project is complete (if any).
<b>2.4 Customers / End Users Impacted</b>
Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
<b>2. Applicable Documents</b>
List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.
List any publications, manuals, and regulations that the supplier / contractor must abide by:  a) [Type text]  b) [Type text]  c) [Type text]  Definitions and Acronyms:

**3. Summary of Requirements**

These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.

List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use “work” words, such as:

- 1) Review...
- 2) Analyze...
- 3) Repair...
- 4) Install...
- 5) Construct...

All tasks should have quantifiable or observable results.

**4. Schedule and Deliverables**

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

Milestone or Major Project Deliverable	Planned Completion Date

**5. Quality Assurance Plan**

Explain what the Transit Agency’s quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a) All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW.

All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.

c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.

d) Specific quality requirements for this contract are as follows:

- 1) On time delivery = [Type text]
- 2) Acceptable quality = [Type text]
- 3) Responsiveness = [Type text]
- 4) Service Level = [Type text]

**F.**

**SAMPLE**

**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT**

**SOLE SOURCE CHECKLIST**

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 11-35-1560 of the South Carolina Procurement Code and 19-445.2105 of the Rules and Regulations, 1976 South Carolina Code of Laws.

(1) This agency proposes to procure:

\_\_\_\_\_

(2) As a sole source procurement from:

\_\_\_\_\_

(3) On the basis of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE	GOVERNMENTAL BODY	AUTHORIZED SIGNATURE	TITLE
------	-------------------	-------------------------	-------

NOTES: (1) Enter description of goods or services to be procured.

(2) Enter name of sole source contractor.

(3) Enter the determination and basis for sole source procurement.

The Drug-free Work Place certification must be obtained for sole source procurements greater than \$50,000.

<Form>mmo#102

State Budget and Control Board

5/14/02

G.

**SAMPLE**

**Waccamaw Regional Transportation Authority  
Sole Source Justification**

Guidance Obtained From FTA C 4220.1F Chapter VI, subparagraph Sec.3.i(1)(b)

Attach This Document To Sole Source Procurement Narrative Sheet

Contracting officers should take reasonable steps to avoid using sole source procurement, except in circumstances where appropriate exceptions are met, the purchase is necessary and in the best interest of the agency. The purchase also cannot be obtained under small purchase procedural guidelines.

**Sole Source – Justification (check one or more as applicable)**

Check One	Justification Factor:
	Purchase is a unique or innovative concept.
	Purchase is subject to proprietary, patents or restricted data rights.
	Purchase would cause substantial duplication costs.
	Competitive procurement would cause an unacceptable delay. (Does adequate time exist to obtain goods or services through a competitive process?)
	Public exigency or emergency exists, and no time to competitively procure. In an emergency, it is not unusual for health and safety issues to be a factor in the decision to proceed with a sole source. When the Authority’s need for the supplies or services is of such an unusual or compelling urgency that the agency would be seriously injured unless sole source procurement is utilized.
	Only one bid is received.
	The item is an associated capital maintenance item as defined in 49 U.S.C. Section 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced.
	Supplies or services are available from only one responsible source, and no other supplies or services will satisfy its requirements.

**PREPARED BY:**

\_\_\_\_\_  
Procurement Manager

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
General Manager/CEO or Designee

\_\_\_\_\_  
Date

**H. SAMPLE - Cost Analysis Form**

PAGE	OF	PGS
------	----	-----

<b>COST ANALYSIS SUMMARY</b> (For New Contracts Including Letter Contracts) (See Instructions below)	
SOLICITATION #	SUPPLIES AND/OR SERVICES TO BE FURNISHED
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE	
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	APPROVAL SIGNATURE

<b>DETAIL DESCRIPTION OF COST ELEMENTS</b>						
1. DIRECT MATERIAL  A. PURCHASED PARTS  B. SUBCONTRACTED ITEMS  C. OTHER - (1) RAW MATERIAL (2) STANDARD COMMERCIAL ITEMS  TOTAL DIRECT MATERIAL  2. MATERIAL OVERHEAD (RATE % x \$ BASE *)			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
3. DIRECT LABOR	ESTIMATE D HOURS	RATE/HOUR	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
TOTAL DIRECT LABOR						
4. LABOR OVERHEAD OH Rate X BASE (labor total above) TOTAL LABOR OVERHEAD			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
5. OTHER DIRECT COSTS A. SPECIAL TOOLING/EQUIPMENT TOTAL SPECIAL TOOLING/EQUIPMENT B. TRAVEL (1) TRANSPORTATION (2) PER DIEM OR SUBSISTENCE TOTAL TRAVEL			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance

DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
TOTAL INDIVIDUAL CONSULTANT SERVICES				
D. OTHER				
TOTAL OTHER				
E. SUBTOTAL DIRECT COST AND OVERHEAD				
6. GENERAL AND ADMINISTRATIVE (G&A) <span style="float: right;">RATE %</span>				
X \$ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8. SUBTOTAL ESTIMATED COST				
9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY				
10. SUBTOTAL ESTIMATED COST				
11. FEE OR PROFIT				
<b>12. TOTAL ESTIMATED COST AND FEE OR PROFIT</b>				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

**ANALYSIS GUIDELINES**

**1. DIRECT MATERIAL**

- A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).
- B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors
- C. Other:
  - (1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.
  - (2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

**2. MATERIAL OVERHEAD**

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

**3. DIRECT LABOR**

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

**4. LABOR OVERHEAD**

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

**5. OTHER DIRECT COSTS**

- A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.
- B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.
- C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultant's quoted daily or hourly rate to known benchmarks.
- D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

**6. GENERAL AND ADMINISTRATIVE EXPENSE**

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

**7. ROYALTIES**

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

**8. SUBTOTAL ESTIMATED COST**

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

**9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY**

Analyze the offerors' supporting calculations and compare to known standards.

**10. SUBTOTAL ESTIMATED COST**

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

**11. FEE OR PROFIT**

Review the total of all proposed Fees or Profit.

**12. TOTAL ESTIMATED COST AND FEE OR PROFIT**

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

**13. DISCOUNTS**

Review basis for Discounts and range between offers.

**ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.**

I.

**SAMPLE**

**Price Analysis**

**PO / Contract:** \_\_\_\_\_

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that proves or strongly suggests the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst’s conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

\_\_\_\_\_ Comparison with competing suppliers’ prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

\_\_\_\_\_ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)

\_\_\_\_\_ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

\_\_\_\_\_ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

**SUMMARY MATRIX**

<b>Item</b>	<b>Proposed Pricing</b>	<b>Average Market Price</b>	<b>Competitor A</b>	<b>Competitor B</b>	<b>In-House Estimate</b>	<b>Other</b>

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

**PREPARED BY:** \_\_\_\_\_

**Attachments:**

J.

SAMPLE

<b>Procurement Summary PROCUREMENT MEMORANDUM</b>					
<b>Date:</b>		<b>Completed by:</b>			
<b>PO / Contract No.:</b>					
<b>Source of Funding:</b>					
<b>Method of Procurement:</b>					
<b>Micro Purchase:</b>		<b>Competitive RFP:</b>		<b>Competitive Bid:</b>	
<b>Small Purchase:</b>		<b>A&amp;E Services:</b>		<b>Sole Source:</b>	
<b>Justification if Non-Competitive:</b>					
<b>Reason for the Procurement:</b>					
<b>Contract Type:</b>					
<b>Rationale for contract type:</b>					
<b>Reason for contractor selection or rejection:</b>					
<b>Lowest responsive, responsible bidder:</b>					
<b>Evaluation results were:</b>					
<b>Basis for Contract Price:</b>					
<b>Accepted contractor's proposed pricing:</b>					
<b>Negotiated Price (attached memorandum)</b>					
<b>Other:</b>					
<b>Cost / Price Analysis:</b>					
The price offered by the supplier was within ____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$_____					
<b>Pricing discrepancies between the offers was attributed to:</b>					
<b>Other sources/data used to affirm price reasonableness were:</b>					
<b>Summary of Responsibility and Responsiveness Checks</b>					
<b>Award:</b>			<b>Date of contract award:</b>		
<b>Board Approval (Attach Meeting Minutes):</b>					
<b>Change Orders:</b>					
<b>Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.</b>					

K.

**SAMPLE**  
**Procurement Decision Matrix**

<b><u>Micro-purchase</u></b>		<b><u>Competitive Procurement</u></b>		<b><u>Sole Source</u></b>	
Amount < \$3,000	<input type="checkbox"/>	Amount > \$3,000	<input type="checkbox"/>	Approved by FTA	<input type="checkbox"/>
Multiple Sources	<input type="checkbox"/>	Multiple Sources	<input type="checkbox"/>	OEM, Custom Item <b>OR</b>	<input type="checkbox"/>
		Not an Emergency	<input type="checkbox"/>	Only One Source <b>OR</b>	<input type="checkbox"/>
				Competition Inadequate after Solicitation <b>OR</b>	<input type="checkbox"/>
		<b><i>Small Purchase</i></b>		Emergency/Public Exigency	<input type="checkbox"/>
		Amount < \$100,000	<input type="checkbox"/>		
		Complete and Adequate Specification or Description	<input type="checkbox"/>		
		Two or more quotes available	<input type="checkbox"/>		
		<b><i>Sealed Bid (IFBs)</i></b>		<b><u>Type of Contract</u></b>	
		Complete and Adequate Specification or Description	<input type="checkbox"/>	Fixed price	<input type="checkbox"/>
		Two or more responsible bidders willing to compete	<input type="checkbox"/>	Firm fixed unit prices	<input type="checkbox"/>
		Selection can be made on the basis of price alone	<input type="checkbox"/>	Cost plus fixed fee	<input type="checkbox"/>
		Firm Fixed Price Contract	<input type="checkbox"/>	Time and materials	<input type="checkbox"/>
		No discussion with bidders required after receipt of bids	<input type="checkbox"/>	Blanket purchase order	<input type="checkbox"/>
				Indefinite Delivery	<input type="checkbox"/>
		<b><i>Competitive Proposals (RFPs)</i></b>		Indefinite Quantity (IDIQ)	<input type="checkbox"/>
		Complete Specifications Not Feasible	<input type="checkbox"/>		
		Bidder Input Needed	<input type="checkbox"/>		
		Two or more responsible bidders willing to compete	<input type="checkbox"/>		
		Discussion needed with bidders after proposals	<input type="checkbox"/>		
		Fixed price can be set after discussions <b>OR</b>	<input type="checkbox"/>		

L.

**SAMPLE**  
**Change Order Review Checklist**

Date	
Contract Number	
Contractor	
Contract Title	
Reviewer	
New Contract Total	
Change Order Number	
Dollar Value Increase	
Length of Time Extension Granted	
New Performance Period End Date	

Change Order Checklist	Category			Comment
	ND	D	N/A	
1. In-House Estimate Prepared				
2. Project Manager Approval				
3. AWO Scope Meeting Held				
3a. Scope of Change Adequate for Bidding				
4. Contractor Proposal Includes Impact Costs, Price				
5. Cost Analysis Conducted				
5a. If Price > 10% of ICE, Evidence of MTA President Approval				
6. Negotiation Memorandum				
7. Written Record of Change				
7a. Signed Change Order in File				
8. Evidence of Board Approval Prior Initiation of Changed Work				
9. Notice to Proceed in file				
10. Work Authorized within Contract Scope				
11. No Evidence of Arbitrary Action				
Other Comment				

**M. CONTRACT CLAUSE MATRIX**

**APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS  
(Excluding Micro-Purchases, Except for Construction Contracts over \$2,000)**

**FEDERALLY REQUIRED CONTRACT CLAUSES**

Updated 01/2020

The successful contractor is expected to be familiar with and meet all stated or otherwise applicable federal clauses and standards. FTA third party contract clauses can be obtained through “Procurement Pro,” an online procurement management system produced by National RTAP. Procurement Pro is available through the following webpage: <http://www.nationalrtap.org/>

Recipients are responsible for evaluating these requirements for relevance and applicability to each procurement. A master list of all federal clauses is included in the toolkits. Recipients should work with the WRTA Procurement Manager to ensure completeness of contract clauses.

**Listed below is the matrix of FTA, State and required contract clauses and federal certifications.**

### Applicability of Third Party Contract Provisions

(Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
No Federal government obligations to third-parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Termination Provisions (not required of states)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)
Provisions for resolution of disputes, breaches or other litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act				>\$2,000 (including ferry vessels)	
Copeland Anti-Kickback Act				Section 1: All Section 2: >\$2,000 (including ferry vessels)	
Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	>\$100,000 (including ferry vessels)	
Bonding (not required of states)				>\$250,000 (including ferry vessels)	
Seismic Safety	A&E for new Buildings & additions			New buildings & additions	
Transit Employee Protective Arrangements		Transit operations funded with Section 5307, 5309, 5311 or 5316 funds			
Charter Service Operations		All			

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Recipients	Revenue Rolling Stock	Construction	Materials & Supplies
School Bus Operations		All			
Drug and Alcohol Testing		Transit operations funded with Section 5307, 5309 or 5311 funds			
Patent Rights	Research & development				
Rights in Data and Copyrights requirements	Research & development				
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Prompt Payment	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met	All non TVM purchases if threshold for DBE program met
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
ADA Access	A&E	All	All	All	
Veterans Employment				All	
Special Notification Requirements for States	Limited to states	Limited to states	Limited to states	Limited to states	Limited to states
Privacy Act	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files	Contracts with personal identifier files
Bus Testing			All		
Prompt Payment	All	All	All	All	All

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE***
Bus Testing Certification and Report	Procurements of buses and modified mass produced vans	§17.p(4)
Transit Vehicle Manufacturer Certification	Procurements of buses and modified mass produced vans	§13.d(3)
Buy America Certification	Projects >\$150,000 that contain steel, iron or manufactured products (see note)	§16.a
Pre-Award Audit	Rolling stock procurements	§17.p(3)
Pre-Award Buy America Certification	Rolling stock procurements>\$150,000(see note)	§17.p(3)
Pre-Award Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
Post-Delivery Audit	Rolling stock procurements	§17.p(3)
Post-Delivery Buy America Certification	Rolling stock procurements >\$150,000 (see note)	§17.p(3)
Post-Delivery Purchaser's Requirement Certification	Rolling stock procurements	§17.p(3)
On-Site Inspector's Report	Rolling stock procurements for more than vehicles for areas >200,000 in population and 20 for areas <200,000 in population	§17.p(3)

**CERTIFICATIONS, REPORTS, AND FORMS  
(excluding micro-purchases, except for construction contracts over \$2,000)**

Federal Motor Vehicles Safety Standards Pre-Award and Post-Delivery Certification	Non-rail rolling stock procurements	§17.p(3)
Excluded Parties Listing System search	Procurements > \$25,000	§3.b
Lobbying Certification	Procurements > \$250,000	§3.d
Standard Form LLL and Quarterly Updates (when required)	Procurements > \$250,000 where contractor engages in lobbying activities	§3.d

**N. IRAN DIVESTMENT ACT**

This is to alert you to the requirements of the Iran Divestment Act of 2014. On January 5, 2015, the South Carolina State Budget and Control Board, pursuant to S.C. Code Ann. 11-57-310(A)(l), published a list of persons engaged in investment activities in Iran. The list is available at the following URL:

<http://procurement.sc.gov/PS/PS-iran-divestment.phtm>

Section 11-57-310 (B) declares that any person identified on the Iran Divestment Act List is ineligible to contract with the State, as well as Waccamaw Regional Transportation Authority DBA The Coast RTA. Section 11-57-310(C) provides "Any contract entered into with a person that is ineligible to contract with the State or Waccamaw Regional Transportation Authority DBA The Coast RTA shall be void ab initio." Section 11-57-330(A) provides:

A state agency or entity (Waccamaw Regional Transportation Authority DBA The Coast RTA) shall require a person that attempts to contract with the State, including a contract renewal or assumption, to certify, at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to Section 11-57-310. A state agency (including Waccamaw Regional Transportation Authority DBA The Coast RTA) shall include certification information in the procurement record.

Section 11-57-330(B) prohibits any State or Waccamaw Regional Transportation Authority DBA The Coast RTA contractor from utilizing any subcontractor identified on the Iran Divestment Act List. You may read the entire act at the following URL: <http://www.scstatehouse.gov/code/t11c057.php>

In the meantime we have developed two new solicitation clauses, and revised a third clause, for use beginning immediately.

The first new clause creates the bidder's certification he is not on the list. It is part of instructions to bidders, and must be added by amendment to all solicitations that have not yet been opened. The clause reads:

**O. IRAN DIVESTMENT ACT- CERTIFICATION**

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-irandivestment.phtm>

Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State (Waccamaw Regional Transportation Authority DBA The Coast RTA) to award a contract to you.

(b) By signing your Bid, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List.

(c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

For solicitations that have been, opened but not awarded, the successful bidder must execute a separate certification prior to award.

The second new clause (1) creates a duty to advise the buyer if, after award but before a renewal, a contractor is added to the list; and (2) prohibits subcontracting with persons on the list. It must be added to all open solicitations by amendment; and to solicitations that have been opened but have not yet been awarded and to any current contracts that have renewable option terms remaining, by change order or directive. It is part of the performance requirements of the contract, and appears in Section VIIA. The

clause reads:

**P. IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS- (JAN 2015):**

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List.

(b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. The final clause pertains to all contracts awarded or to be awarded pursuant to solicitations that did not include the clause; and to all current contracts, where the contract term includes renewal options. The revised clause reads: (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**Q. LEGAL MATTERS AFFECTING FEDERAL GOVERNMENT (NEW)**

All third party participants must give notice if a current or prospective legal matter that may affect the Federal Government exists or may emerge. This notice requirement applies to every tier of non-procurement awards (e.g., a sub-grant) of any amount and to every tier of procurement transaction the amount of which is expected to equal or exceed \$25,000.

This term is applicable for all procurement transactions of at least \$25,000 and any subsequent solicitation (Quote, IFB, RFP or RFQ) and/or contract must contain this a notice of requirement and its flow-down requirement to all lower tiers. A similar notification requirement must be included in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

**R. PROMPT PAYMENT**

Grantees are required to include a prompt payment clause in all DOT-assisted contracts, including A&E contracts. The clause requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the grantee. This requirement comes from the Disadvantaged Business Enterprise rule found at 49 CFR § 26.29. The Best Practices Procurement Manual also covers this requirement.

S. **FEDERALLY REQUIRED CONTRACT CLAUSES CHECKLIST**

Procurement Name & Number \_\_\_\_\_ | \_\_\_\_\_

- 1. Fly America Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 2. Buy America Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 3. Charter Bus and School Bus Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 4. Cargo Preference Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 5. Seismic Safety Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 6. Energy Conservation Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 7. Clean Water Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 8. Bus Testing YES \_\_\_\_\_ NO \_\_\_\_\_
- 9. Pre-Award and Post Delivery Audit Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 10. Lobbying YES \_\_\_\_\_ NO \_\_\_\_\_
- 11. Access to Records and Reports YES \_\_\_\_\_ NO \_\_\_\_\_
- 12. Federal Changes YES \_\_\_\_\_ NO \_\_\_\_\_
- 13. Bonding Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 14. Clean Air YES \_\_\_\_\_ NO \_\_\_\_\_
- 15. Recycled Products YES \_\_\_\_\_ NO \_\_\_\_\_
- 16. Davis-Bacon and Copeland Anti-Kickback Acts YES \_\_\_\_\_ NO \_\_\_\_\_
- 17. Contract Work Hours and Safety Standards Act YES \_\_\_\_\_ NO \_\_\_\_\_
- 18. [Reserved] YES \_\_\_\_\_ NO \_\_\_\_\_
- 19. No Government Obligation to Third Parties YES \_\_\_\_\_ NO \_\_\_\_\_
- 20. Program Fraud and False or Fraudulent Statements and Related Acts YES \_\_\_\_\_ NO \_\_\_\_\_
- 21. Termination YES \_\_\_\_\_ NO \_\_\_\_\_
- 22. Government-wide Debarment and Suspension YES \_\_\_\_\_ NO \_\_\_\_\_
- 23. Privacy Act YES \_\_\_\_\_ NO \_\_\_\_\_
- 24. Civil Rights Requirements YES \_\_\_\_\_ NO \_\_\_\_\_
- 25. Breaches and Dispute Resolution YES \_\_\_\_\_ NO \_\_\_\_\_
- 26. Patent and Rights in Data YES \_\_\_\_\_ NO \_\_\_\_\_
- 27. Transit Employee Protective Agreements YES \_\_\_\_\_ NO \_\_\_\_\_
- 28. Disadvantaged Business Enterprises (DBE) YES \_\_\_\_\_ NO \_\_\_\_\_
- 29. [Reserved] YES \_\_\_\_\_ NO \_\_\_\_\_
- 30. Incorporation of Federal Transit Administration (FTA) Terms YES \_\_\_\_\_ NO \_\_\_\_\_
- 31. Drug and Alcohol Testing YES \_\_\_\_\_ NO \_\_\_\_\_
- 32. Veteran’s Preference/Employment YES \_\_\_\_\_ NO \_\_\_\_\_
- 33. Iran Divestment Act YES \_\_\_\_\_ NO \_\_\_\_\_
- 34. Legal Matters Affecting Federal Government YES \_\_\_\_\_ NO \_\_\_\_\_
- 35. Prompt Payment YES \_\_\_\_\_ NO \_\_\_\_\_

-END-





## **FINANCIALS**

**November 30, 2021**

**FY 2022**

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
TABLE OF CONTENTS  
November 30, 2021**

Page 1	Table of Contents
Page 2-3	Income Statement
Page 4	Notes to the Income Statement
Page 5	FY 19 Budget Review
Page 6	Comparative Balance Sheet
Page 7	Financial Graphs
Pages 8-8a	Cash Requirements
Pages 9-10	Fixed Route Operating Data and Graphs
Page 11-12	Demand Response Operating Data and Graphs
Page 13	Federal 5307 Grant Draw Schedule(s)
Page 14	Federal CARES Act Funding (5307/5311)
Page 15-16	Federal 5311 and State Grant Draw Schedule
Page 17	Facility Development Program
Page 18	Cash Flow Analysis Year-to-Date
22-Dec-21	

**Income Statement**  
**DBA THE COAST RTA**  
**Original FY 2021 Budget**  
**FOR THE PERIOD ENDED November 30, 2021**

	MTD Actual	YTD Actual	YTD Budget	YTD \$ Variance	YTD % Variance	TOTAL FY21 Budget
<b>Operating Revenues</b>						
Passenger Fares and Passes	0	325	0	325	100.0%	300,000
Local Contracts - Horry Cty Emergency Mgmt	0	0	0	0	100.0%	0
Other Operating Revenue	0	0	0	0	0.0%	0
<b>Total Operating Revenues</b>	<b>0</b>	<b>325</b>	<b>0</b>	<b>325</b>	<b>3250000.0%</b>	<b>300,000</b>
<b>Operating Expenses</b>						
Salaries & Benefits - Admin	59,614	131,075	134,015	2,940	2.2%	797,128
Salaries & Benefits - Transit	280,915	561,666	549,186	(12,480)	-2.3%	3,303,090
Overtime - Transit	14,116	35,416	36,279	863	2.4%	217,677
Salaries & Benefits - Maintenance	76,739	155,627	153,672	(1,955)	-1.3%	922,030
Overtime - Maintenance	1,687	3,532	1,952	(1,580)	-81.0%	11,709
Facility Maintenance	23,007	94,288	51,167	(43,121)	-84.3%	271,250
Vehicle Maintenance	22,160	51,921	58,333	6,412	11.0%	350,000
Fuel & Oil	53,684	115,743	115,000	(743)	-0.6%	690,000
Tires	3,641	4,790	6,667	1,877	28.1%	40,000
Liability Insurance	16,786	32,623	35,833	3,210	9.0%	215,000
Utilities	2,409	4,746	6,667	1,921	28.8%	40,000
Telecommunications	8,360	16,553	23,333	6,780	29.1%	140,000
Postage & Freight	300	300	417	117	28.0%	2,500
Office Supplies/Computer/Security	5,247	7,810	12,500	4,690	37.5%	75,000
Legal & Professional Services	3,880	9,370	8,333	(1,037)	-12.4%	50,000
Public Information	1,320	2,420	6,667	4,247	63.7%	40,000
Advertising & Marketing	6,101	6,554	5,000	(1,554)	-31.1%	20,000
Dues & Subscriptions	14	28	1,042	1,014	97.3%	12,500
Leases	2,262	3,861	8,333	4,472	53.7%	100,000
Travel & Training	4,533	8,416	8,333	(83)	-1.0%	50,000
Interest Expense	0	0	0	0	0.0%	0
Other Expenses	55	646	750	104	13.9%	4,500
<b>Total Operating Expenses</b>	<b>586,830</b>	<b>1,247,385</b>	<b>1,223,478</b>	<b>(23,907)</b>	<b>-2.0%</b>	<b>7,352,384</b>
<b>Operating Profit (Loss)</b>	<b>(586,830)</b>	<b>(1,247,060)</b>	<b>(1,223,478)</b>	<b>(23,582)</b>	<b>-1.9%</b>	<b>(7,052,384)</b>
<b>Non-Reimbursable (by FTA) Expenses</b>						
Depreciation	73,071	144,858	140,000	(4,858)	-3.5%	840,000
(Gain) Loss on Fixed Assets	0	0	0	0	0.0%	0
Accident Expense*	(4,320)	959	(2,575)	(3,534)	--%	0
Other Non-Reimbursable Expense				0	0.0%	0
Pension Expense - Deferred Outflows				0	0.0%	0
<b>Total Non-Reimbursable Expenses</b>	<b>68,751</b>	<b>145,817</b>	<b>137,425</b>	<b>(8,392)</b>	<b>-6.1%</b>	<b>840,000</b>
<b>Total Operating and Non-Reimbursable Expenses</b>	<b>655,581</b>	<b>1,393,202</b>	<b>1,360,903</b>	<b>(32,299)</b>	<b>-2.4%</b>	<b>8,192,384</b>

\* Moved accident expenses to Non-Reimbursable line items since cost is covered by insurance proceeds.

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
INCOME STATEMENT  
FOR THE PERIOD ENDED November 30, 2021**

	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD \$ Variance</u>	<u>YTD % Variance</u>	<u>TOTAL FY21 Budget</u>
<b>Operating Grant Revenue</b>						
Federal Grants - Operating	321,889	660,094	665,000	(4,906)	-0.7%	3,482,000
State Grants - Operating	4,685	34,733	34,500	233	0.7%	485,000
Local Grants - Operating	211,682	434,594	434,883	(289)	-0.1%	2,911,000
<b>Total Operating Grant Revenue</b>	538,256	1,129,421	1,134,383	(4,962)	-0.4%	6,878,000
<b>Capital Grant Revenue</b>						
Federal Grants - Capital	72,222	86,208	86,250	(42)	-0.0%	1,650,000
State Grants - Capital	0	0	0	0	0.0%	0
Local Grants - Capital	15,353	18,849	18,500	349	1.9%	222,000
<b>Total Capital Grant Revenue</b>	87,575	105,057	104,750	307	0.3%	1,872,000
<b>Total Grant Revenue</b>	625,831	1,234,478	1,239,133	(4,655)	-0.4%	8,750,000
<b>Other Revenue</b>						
Bus Advertising Revenue	4,352	7,054	10,000	(2,946)	-29.5%	60,000
Interest Income	129	253	0	253	0.0%	0
Miscellaneous - Vending, Other	142	330	400	(70)	-17.5%	2,400
<b>Total Other Revenue</b>	4,623	7,637	10,400	(2,763)	-26.6%	62,400
<b>Total Revenue</b>	630,454	1,242,115	1,249,533	(7,418)	-0.6%	8,812,400
In-Kind Revenue	0	0		0		
<b>Change in Net Position</b>	<u>(25,127)</u>	<u>(150,762)</u>	<u>(111,370)</u>	<u>(39,392)</u>	<u>35%</u>	<u>920,016</u>

**YTD Capital Expenditure Activity (Cost)**

Vehicles - 1 Ford E450 / Allstar Cutaway	0	76,985	165,000	88,015	53%	165,000
Buses - 6 New Flyers			2,922,000	2,922,000	100%	2,922,000
Website Development			4,500	4,500	0%	0
Transit Facility Development	10,590	18,052	195,000	176,948	91%	900,000
Computer Hardware/Software - Paratransit			1,125	1,125	100%	14,000
TDP - Fare Study				0	0%	350,000
Bus Stop Designation/Implementation	0	10,020	133,280	123,260	92%	312,000
Fare System				0	0%	350,000
Non-Revenue Vehicles				0	0%	54,000
Radio/Communications System				0	0%	0
Computer Hardware/Software - 5307/Other			21,000	21,000	100%	36,000
Brake Lathe/Other Shop Equipment						0
	<u>10,590</u>	<u>105,057</u>	<u>3,441,905</u>	<u>3,336,848</u>	<u>97%</u>	<u>5,103,000</u>

**YTD Capital Expenditures vs Budget**

Statements have been downloaded from Sage 100 and consolidated for reporting purposes.

**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY  
DBA THE COAST RTA  
INCOME STATEMENT NOTES – November 2021**

*These notes represent Income Statement variances of \$5,000 per MTD and YTD budget line item on pages 2 and 3, in accordance with Section 2.3 of WRTA Month-End Procedures (Rev. 04/01/09).*

Salaries & Benefits - Transit is over budget YTD (\$12.5K) or (2.3%) (page 2) due to end of the year training sessions on CPR, Bloodborne Pathogens, and Drug & Alcohol. Holiday pay in November and then also in December may continue the over-budget trend but it should equalize in January and February. Operations is working on another incoming class of CDL drivers.

Facility Maintenance is over budget YTD (\$43.1K) or (84.3%) (page 2) due to facility repairs and preventive maintenance in Conway and Myrtle Beach (including the parking lot repairs over the fuel tanks in Conway). In November, the repairs included updates to the exterior waiting area in Conway and preventive maintenance on the porch in Myrtle Beach. We may have to replace one or both of our fuel dispensers in Conway in December or January.

Vehicle Maintenance is under budget YTD \$6.4K or 11.0% (page 2) as the updated fleet is helping keep costs and parts usage down.

Telecommunications is under budget YTD \$6.8K or 29.1% (page 2) because the budget is based on the higher cost of a two-way radio system, which the Authority plans to install once a grant from SCDOT is secured.

## Coast RTA Budget Review FY 21

	Total Expense YTD	Budget YTD	Variance \$ YTD	Variance % YTD
Administration	189,359	208,723	19,364	9.3%
Operations	752,658	749,632	(3,026)	-0.4%
Maintenance	305,368	265,123	(40,245)	-15.2%
<b>Total</b>	<b>1,247,385</b>	<b>1,223,478</b>	<b>(23,907)</b>	<b>-2.0%</b>
Farebox Revenue	325	0	325	#DIV/0!

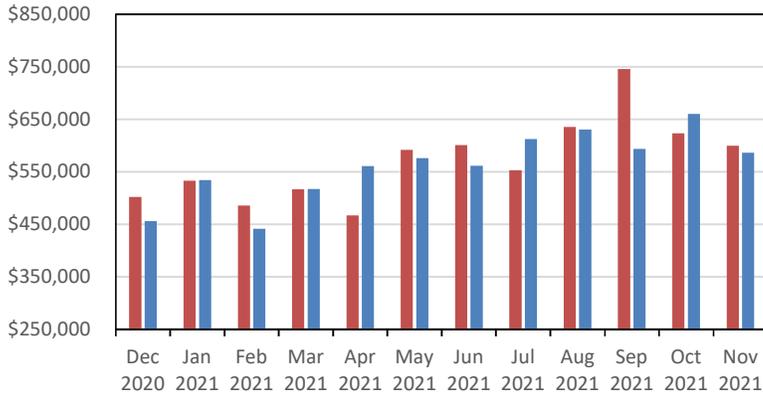
ending November 30, 2021

22-Dec-21

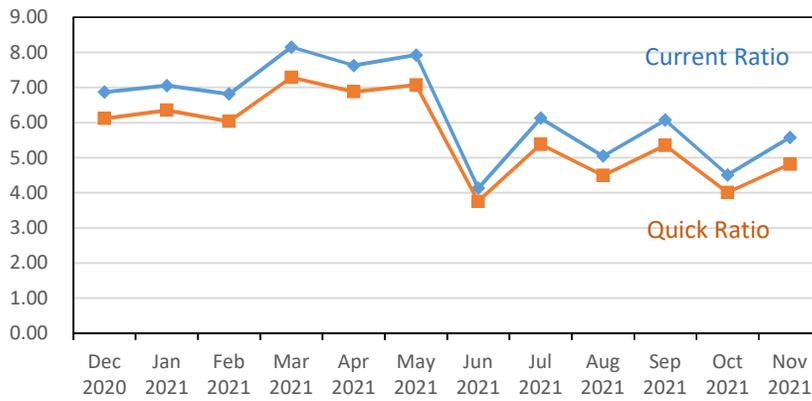
**Waccamaw Regional Transportation Authority  
DBA THE COAST RTA  
COMPARATIVE BALANCE SHEET  
November 30, 2021**

	<u>Nov-21</u>	<u>Nov-20</u>
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash - Checking CNB	389,046	1,004,603
Money Market / CD - CNB	25,010	500,271
Operating & Maintenance Reserve - SC LGIP	650,732	500,067
Management Account - SC LGIP	500,609	0
Accounts Receivable - Federal, State & Local Grants	1,133,826	927,244
Accounts Receivable - Employees/Other	24,569	6,990
Inventory	355,189	285,040
Prepaid Expenses	<u>74,454</u>	<u>56,363</u>
<b>Total Current Assets</b>	<b><u>3,153,435</u></b>	<b><u>3,280,578</u></b>
<b>Long-Term Assets</b>		
Total Capital Assets, Net	6,738,018	3,902,593
Deferred Outflows of Resources-NPL	<u>735,891</u>	<u>735,891</u>
<b>Total Long-Term Assets</b>	<b><u>7,473,909</u></b>	<b><u>4,638,484</u></b>
<b>Total Assets</b>	<b><u>10,627,344</u></b>	<b><u>7,919,062</u></b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>LIABILITIES</b>		
<b>Current Liabilities:</b>		
Accounts Payable	115,003	135,311
Accrued Payroll and Withholdings	264,749	246,821
Accrued Compensated Absences	117,332	108,691
Disallowed Costs due to SCDOT - Current	0	126,668
Installment Loan CNB - Short-term	0	0
Unearned Revenue	<u>68,333</u>	<u>26,677</u>
<b>Total Current Liabilities</b>	<b><u>565,417</u></b>	<b><u>644,168</u></b>
<b>Non-Current Liabilities:</b>		
Accrued Compensated Absences, Net of Current Portion	0	0
Due to FTA - Long Term	206,077	325,199
Disallowed Costs due to SCDOT - Long Term	0	0
Net Pension Liability	6,130,652	6,130,652
Deferred Inflows of Resources-NPL	<u>197,522</u>	<u>197,522</u>
<b>Total Non-Current Liabilities</b>	<b><u>6,534,251</u></b>	<b><u>6,653,373</u></b>
<b>Total Liabilities</b>	<b><u>7,099,668</u></b>	<b><u>7,297,541</u></b>
<b>EQUITY</b>		
Contributed Capital	2,719,523	2,719,523
Restricted Net Assets	4,846,948	1,442,813
Retained Earnings - Current Year	(150,762)	347,218
Net Investments in Capital Assets	2,027,824	2,027,824
Net Position Restricted for Pensions	(3,676,132)	(3,676,132)
Restricted for Transit Operations	60,000	60,000
Unrestricted Net Pension	<u>(2,299,725)</u>	<u>(2,299,725)</u>
<b>Total Fund Equity</b>	<b><u>3,527,676</u></b>	<b><u>621,521</u></b>
<b>Total Liabilities and Fund Equity</b>	<b><u>10,627,344</u></b>	<b><u>7,919,062</u></b>

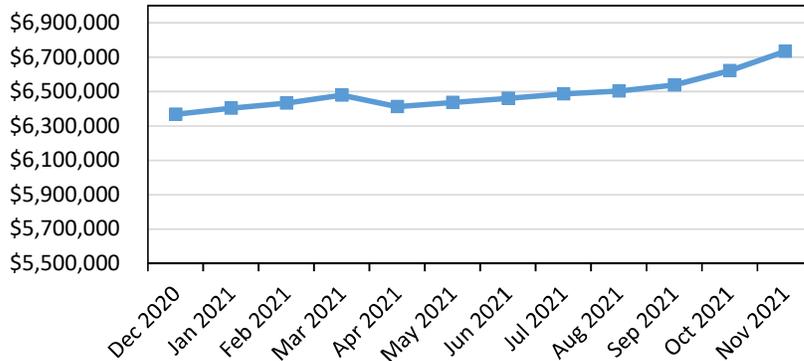
### Expenses: Monthly Budget to Actual



### Current/Quick Ratio



### 12-mo Rolling Expense Trending (12 mo ending)



**WACCAMAW REGIONAL TRANSPORTATION AUTHORITY**

**CASH REQUIREMENTS**

**12/21/2021**

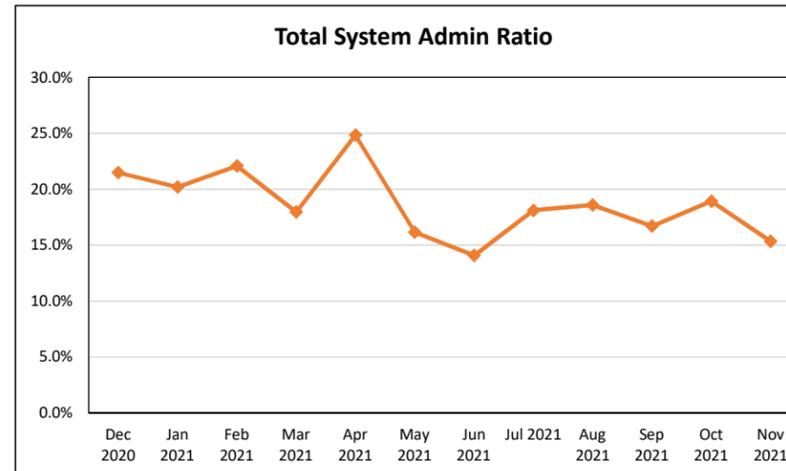
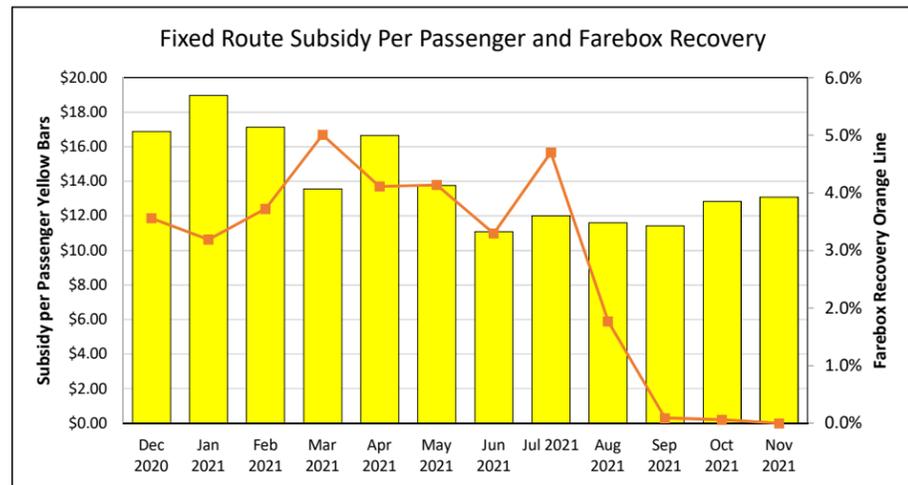
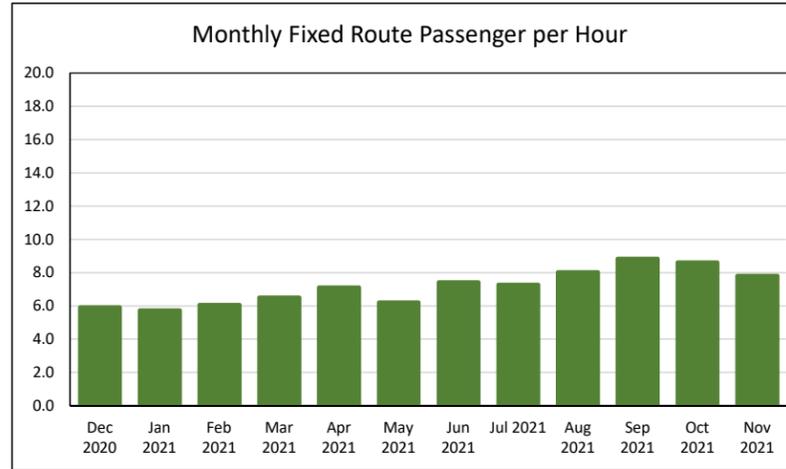
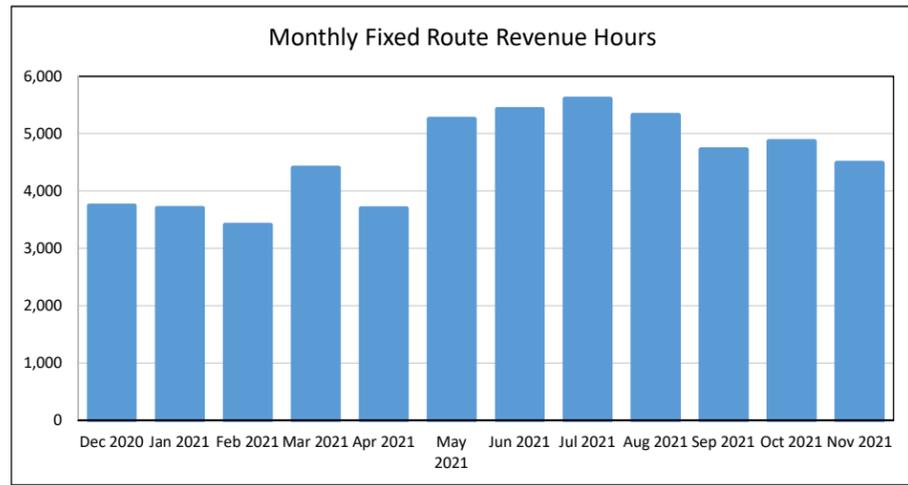
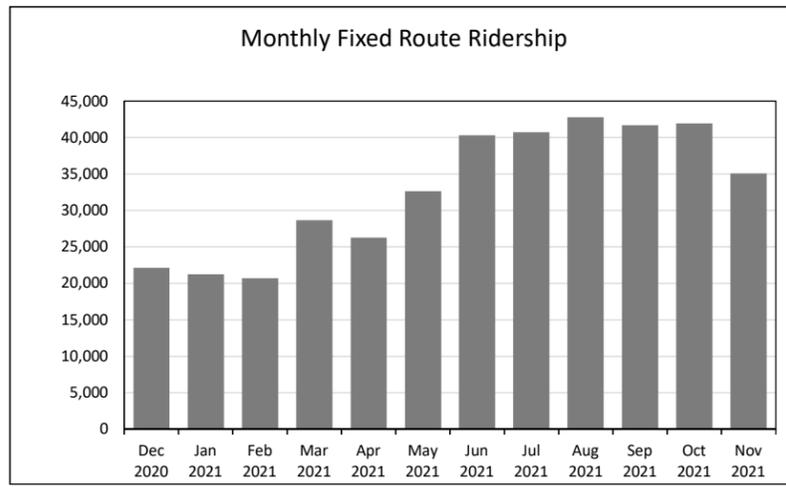
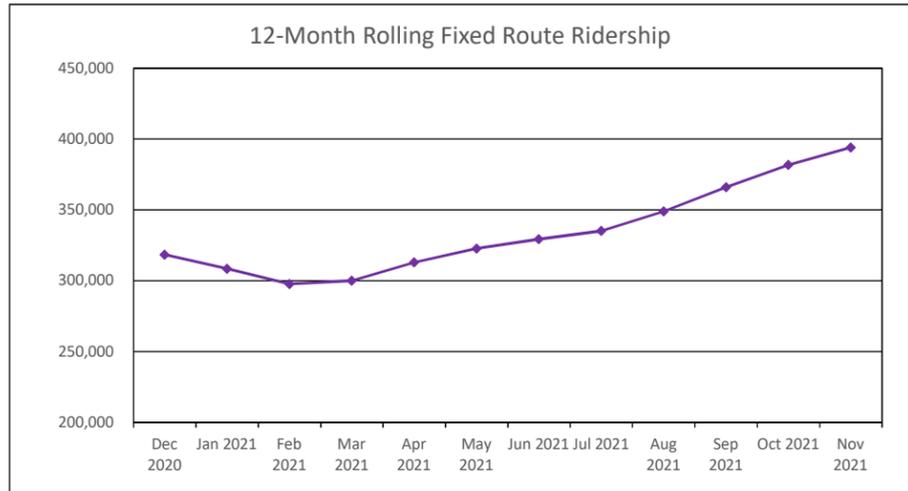
	Income	Expense	Balance	Date	Notes
<b>Cash Balance</b>			<b>\$314,953</b>	<b>12/21/21</b>	
<b>Deposits in Transit</b>			<b>\$314,953</b>		
Payroll and taxes		\$146,000	\$168,953	12/22/21	
Fuel - Gas		\$15,000	\$153,953	12/24/21	
Fuel - Diesel		\$20,000	\$133,953	12/25/21	
5311 Federal Admin/Ops/PM	\$119,000		\$252,953	12/30/21	Oct Rural Service
5311 SCDOT SMTF	\$40,000		\$292,953	12/30/21	
PEBA - SC Retirement (Pension)		\$63,000	\$229,953	12/31/21	Nov Pension Payment
Payroll and taxes		\$150,000	\$79,953	01/05/22	
Fuel - Gas		\$15,000	\$64,953	01/10/22	
Horry County 3FQ21	\$545,000		\$609,953	01/10/22	
PEBA Health Insurance		\$39,000	\$570,953	01/10/22	
Accounts Payable		\$35,000	\$535,953	01/11/22	
Accounts Payable		\$35,000	\$500,953	01/14/22	
City of Myrtle Beach Q3 FY 21	\$62,500		\$563,453	01/15/22	
Fuel - Diesel		\$18,500	\$544,953	01/15/22	
Georgetown County	\$55,000		\$599,953	01/15/22	
Payroll and taxes		\$140,000	\$459,953	01/19/22	
5307 Federal OPS - Non-Cares Act	\$135,000		\$594,953	01/20/22	October Final
5307 Federal OPS - Non-Cares Act	\$135,000		\$729,953	01/20/22	November Final
5307 Federal OPS - Non-Cares Act	\$135,000		\$864,953	01/20/22	December Final
5307 Federal PM - Non-Cares Act	\$70,000		\$934,953	01/20/22	October Final
5307 Federal PM - Non-Cares Act	\$70,000		\$1,004,953	01/20/22	November Final
5307 Federal PM - Non-Cares Act	\$70,000		\$1,074,953	01/20/22	December Final
5311 Federal Admin/Ops/PM	\$117,000		\$1,191,953	01/20/22	Nov Rural Service
5311 SCDOT SMTF	\$4,500		\$1,196,453	01/20/22	
Accounts Payable		\$35,000	\$1,161,453	01/24/22	
Fuel - Gas		\$15,000	\$1,146,453	01/24/22	
Fuel - Diesel		\$18,500	\$1,127,953	01/29/22	
PEBA - SC Retirement (Pension)		\$63,000	\$1,064,953	01/30/22	Dec Pension Payment
LGIP/Savings Cash Mgmt.		\$350,000	\$714,953	02/01/22	
Payroll and taxes		\$140,000	\$574,953	02/02/22	
Accounts Payable		\$35,000	\$539,953	02/03/22	
Fuel - Gas		\$15,000	\$524,953	02/07/22	
State Insurance Fund - Liability Ins. Premium		\$50,000	\$474,953	02/10/22	
PEBA Health Insurance		\$39,000	\$435,953	02/10/22	
Fuel - Diesel		\$18,500	\$417,453	02/12/22	
Accounts Payable		\$35,000	\$382,453	02/13/22	
Payroll and taxes		\$140,000	\$242,453	02/16/22	
5311 Federal Admin/Ops/PM	\$118,000		\$360,453	02/20/22	Dec Rural Service
5311 SCDOT SMTF	\$4,500		\$364,953	02/20/22	
Fuel - Gas		\$15,000	\$349,953	02/21/22	
5307 Federal OPS	\$135,000		\$484,953	02/22/22	January
5307 Federal PM	\$70,000		\$554,953	02/22/22	January
Accounts Payable		\$35,000	\$519,953	02/23/22	
Fuel - Diesel		\$18,500	\$501,453	02/26/22	
PEBA - SC Retirement (Pension)		\$63,000	\$438,453	02/28/22	Jan Pension Payment

Key Performance Indicators - Fixed Route

Fixed Route Measures	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
Ridership	32,201	22,641	22,112	21,234	20,685	28,671	26,264	32,633	40,310	40,733	42,759	41,696	41,943	35,058	443,082
Revenue Hours	3,195	3,586	3,741	3,701	3,406	4,403	3,692	5,250	5,425	5,602	5,321	4,718	4,865	4,484	62,076
Total Hours	3,398	3,750	4,080	3,869	3,547	4,663	3,880	5,381	5,592	5,780	5,552	4,886	5,033	113,324	173,416
Revenue Miles	72,875	82,616	84,669	85,169	78,078	87,356	83,333	127,657	130,199	131,968	126,659	115,851	118,494	109,506	1,451,464
Total Miles	76,797	87,045	88,854	89,245	81,464	91,801	87,155	131,011	134,456	136,553	131,874	119,899	122,547	113,324	1,510,370
Accidents	0	5	0	2	0	1	1	2	2	4	3	1	3	2	29
Breakdowns	5	3	4	1	1	3	6	6	3	2	7	1	3	2	44
Complaints	2	3	6	6	2	1	2	8	7	6	7	10	6	4	71
Transit Expense	\$241,939	\$226,994	\$239,879	\$263,024	\$223,092	\$241,515	\$278,319	\$320,446	\$300,861	\$317,809	\$311,028	\$304,055	\$328,102	\$297,737	\$3,945,234
Maintenance Expense	\$90,862	\$97,382	\$83,030	\$78,804	\$89,523	\$87,668	\$114,687	\$90,354	\$90,714	\$115,815	\$122,942	\$97,523	\$140,692	\$94,147	\$1,408,583
Administrative Expense	\$72,978	\$69,300	\$64,384	\$74,330	\$55,665	\$80,328	\$63,213	\$57,517	\$70,683	\$79,713	\$71,250	\$75,357	\$69,979	\$66,767	\$970,564
Total Operating Expenses	\$405,779	\$393,675	\$387,293	\$416,157	\$368,280	\$409,512	\$456,219	\$468,317	\$462,258	\$513,338	\$505,220	\$476,936	\$538,773	\$458,651	\$6,324,380
Fare/Contract Revenues	\$31,465	\$19,418	\$13,784	\$13,272	\$13,712	\$20,507	\$18,766	\$19,384	\$15,227	\$24,124	\$8,946	\$432	\$325	\$0	\$191,326

Efficiency Metrics	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
O & M Expense per Hour (No Admin)	\$104.16	\$90.46	\$86.32	\$92.36	\$91.78	\$74.76	\$106.45	\$78.25	\$72.18	\$77.41	\$81.57	\$85.12	\$96.36	\$87.40	\$86.25
Average Fare	\$0.98	\$0.86	\$0.62	\$0.63	\$0.66	\$0.72	\$0.71	\$0.59	\$0.38	\$0.59	\$0.21	\$0.01	\$0.01	\$0.00	\$0.43
Farebox Recovery	7.8%	4.9%	3.6%	3.2%	3.7%	5.0%	4.1%	4.1%	3.3%	4.7%	1.8%	0.1%	0.1%	0.0%	3.0%
Subsidy per Passenger	\$11.62	\$16.53	\$16.89	\$18.97	\$17.14	\$13.57	\$16.66	\$13.76	\$11.09	\$12.01	\$11.61	\$11.43	\$12.84	\$13.08	\$13.84
Maintenance Cost per Mile	\$1.18	\$1.12	\$0.93	\$0.88	\$1.10	\$0.95	\$1.32	\$0.69	\$0.67	\$0.85	\$0.93	\$0.81	\$1.15	\$0.83	\$0.93
Deadhead Ratio (Miles)	5%	5%	5%	5%	4%	5%	5%	3%	3%	3%	4%	3%	3%	3%	4%
Administrative Ratio	22%	21%	20%	22%	18%	24%	16%	14%	18%	18%	16%	19%	15%	17%	18%

Effectiveness Metrics	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
Passengers per Hour	10.1	6.3	5.9	5.7	6.1	6.5	7.1	6.2	7.4	7.3	8.0	8.8	8.6	7.8	7.1
Mean Distance between Accidents	N/A	17,409	N/A	44,623	N/A	91,801	87,155	65,506	67,228	34,138	43,958	119,899	40,849	56,662	52,082
Mean Distance between Breakdowns	15,359	29,015	22,214	89,245	81,464	30,600	14,526	21,835	44,819	68,276	18,839	119,899	40,849	56,662	34,327
Complaints per 1,000 Riders	0.062	0.133	0.271	0.283	0.097	0.035	0.076	0.245	0.174	0.147	0.164	0.240	0.143	0.114	0.134
On-Time Performance	90%	96%	95%	95%	98%	92%	92%	90%	85%	85%	85%	no data	no data	no data	89%

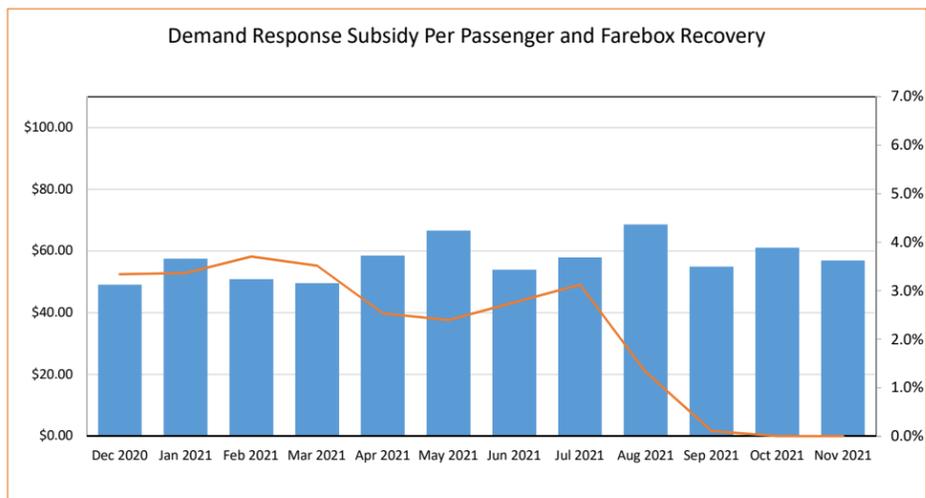
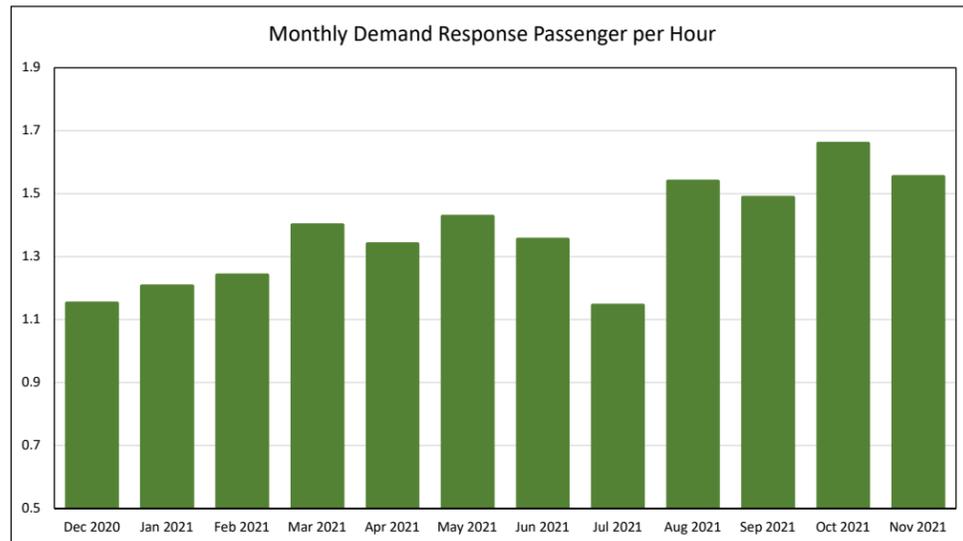
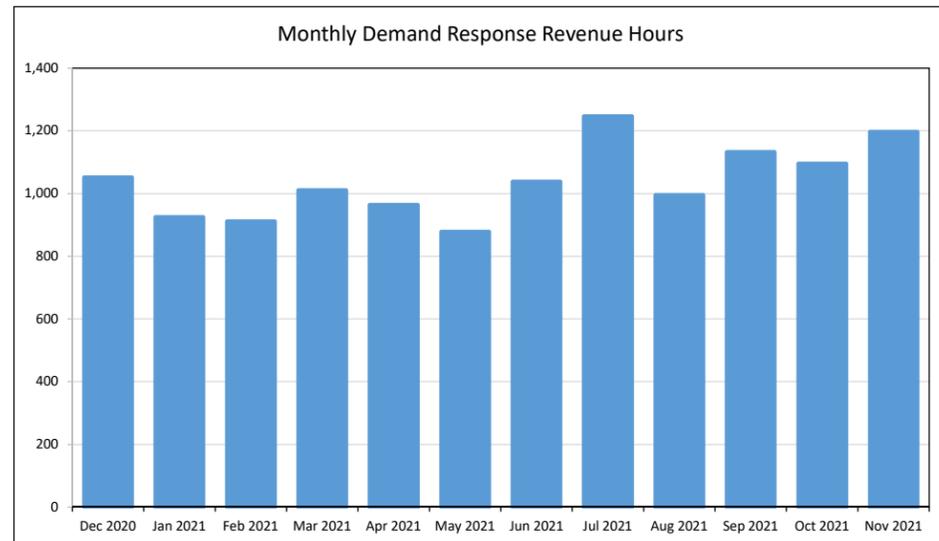
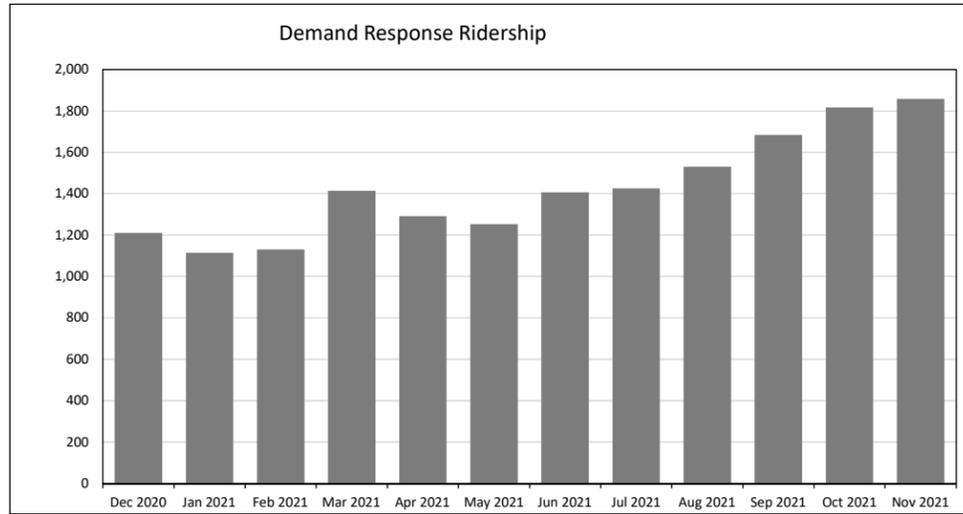
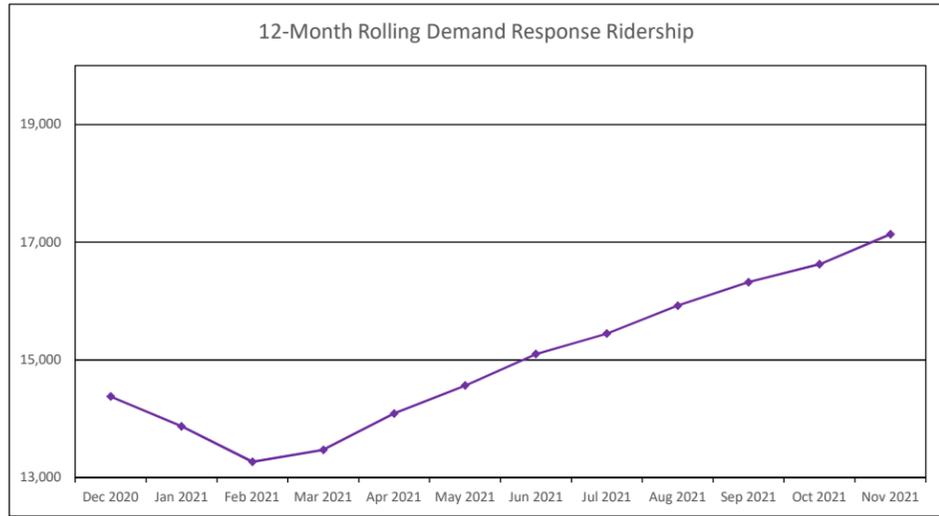


Key Performance Indicators - Demand Response

Demand Response Measures	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
Ridership	1,761	1,349	1,210	1,115	1,130	1,414	1,292	1,253	1,406	1,426	1,531	1,684	1,817	1,858	23,417
Revenue Hours	1,156	935	1,051	925	911	1,010	964	878	1,038	1,246	995	1,132	1,095	1,196	17,092
Total Hours	1,333	1,110	1,231	1,079	1,049	1,164	1,123	1,049	1,231	1,479	1,217	1,341	1,291	1,409	20,167
Revenue Miles	21,479	18,105	17,184	16,570	19,549	20,267	19,592	18,004	20,590	25,983	20,513	23,587	21,882	25,049	339,798
Total Miles	25,568	22,371	22,020	20,569	23,021	24,926	23,215	22,236	25,446	31,459	26,056	28,548	26,624	29,391	415,724
Accidents	0	0	0	2	0	1	1	1	1	0	0	0	0	1	10
Breakdowns	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Complaints	2	2	2	2	1	0	1	2	2	0	0	1	0	2	18
Paratransit Expense	\$54,631	\$49,242	\$48,004	\$56,407	\$45,101	\$59,092	\$56,868	\$69,055	\$61,459	\$66,900	\$83,189	\$73,404	\$81,215	\$80,843	\$1,082,000
Maintenance Expense	\$16,245	\$18,852	\$14,005	\$10,502	\$15,075	\$14,294	\$21,074	\$16,807	\$16,942	\$18,846	\$23,559	\$19,202	\$29,736	\$24,888	\$322,675
Administrative Expense	\$16,479	\$15,033	\$13,386	\$15,940	\$11,253	\$19,654	\$12,916	\$12,395	\$14,433	\$16,780	\$19,057	\$18,192	\$17,109	\$18,129	\$264,945
Total Operating Expenses	\$87,355	\$83,127	\$75,395	\$82,849	\$71,429	\$93,040	\$90,858	\$98,256	\$92,833	\$102,526	\$125,805	\$110,798	\$128,060	\$123,859	\$1,669,620
Fare Revenues	\$4,244	\$2,783	\$2,519	\$2,790	\$2,646	\$3,269	\$2,302	\$2,351	\$2,561	\$3,206	\$1,665	\$119	\$0	\$0	\$35,738

Efficiency Metrics	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
O & M Expense per Hour	\$61.31	\$72.83	\$59.00	\$72.33	\$66.05	\$72.66	\$80.85	\$97.79	\$75.53	\$68.82	\$107.28	\$81.81	\$101.33	\$88.40	\$82.18
Average Fare	\$2.41	\$2.06	\$2.08	\$2.50	\$2.34	\$2.31	\$1.78	\$1.88	\$1.82	\$2.25	\$1.09	\$0.07	\$0.00	\$0.00	\$1.53
Farebox Recovery	4.9%	3.3%	3.3%	3.4%	3.7%	3.5%	2.5%	2.4%	2.8%	3.1%	1.3%	0.1%	0.0%	0.0%	2.1%
Subsidy per Passenger	\$37.84	\$48.41	\$49.17	\$57.51	\$50.91	\$49.59	\$58.55	\$66.65	\$53.94	\$57.88	\$68.64	\$54.92	\$61.06	\$56.91	\$58.46
Deadhead Ratio (Miles)	19%	24%	28%	24%	18%	23%	18%	24%	24%	21%	27%	21%	22%	17%	22%
Administrative Ratio	23%	22%	22%	24%	19%	27%	17%	14%	18%	20%	18%	20%	15%	17%	19%

Effectiveness Metrics	Nov 2019	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	12-Month Total
Passengers per Hour	1.52	1.44	1.15	1.21	1.24	1.40	1.34	1.43	1.35	1.14	1.54	1.49	1.66	1.55	1.37
Mean Distance between Accidents	n/a	n/a	n/a	10,285	n/a	24,926	23,215	22,236	25,446	n/a	n/a	n/a	n/a	29,391	41,572
Mean Distance between Breakdowns	n/a	n/a	n/a	n/a	n/a	n/a	23,215	22,236	n/a	n/a	n/a	n/a	n/a	n/a	207,862
Complaints per 1,000 Riders	1.1	1.5	1.7	1.8	0.9	0.0	0.8	1.6	1.4	0.0	0.0	0.6	0.0	1.1	0.8
On-Time Performance	86%	76%	76%	83%	83%	81%	81%	86%	86%	86%	79%	79%	81%	81%	85%





Coast RTA SCDOT Grants - FY21								
Activity Line Item Balances								
November 2021 - Final								
							Current Month	17
***** 5311 Federal Rural - Grant # PT-210911-14 *****				***** 5311 State Rural - Grant # PT-210944-14 *****				
	Capital			Capital				
	Expenditures	Local	5311 Totals	Expenditures	Local	SMTF Totals	Grant Totals	Comments
<b>FY21 Contract</b>	\$ 863,169	\$ 136,821	\$ 999,990	\$ 177,280	\$ -	\$ 177,280	\$ 1,177,270	> Award
	\$ (106,634)		\$ (106,634)	\$ (20,834)	\$ -	\$ (20,834)	\$ (127,468)	> SCDOT Reimb
<b>Monthly Draws:</b>								
June 2021	\$ 713,335	\$ 128,825	\$ 842,160	\$ 151,046	\$ -	\$ 151,046	\$ 993,206	> 2 New Flyers
July 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sept 2021	\$ 21,600	\$ 3,998	\$ 25,598	\$ 2,700	\$ -	\$ 2,700	\$ 28,298	> 1 Durango
Oct 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Nov 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Draws</b>	\$ 734,935	\$ 132,823	\$ 867,758	\$ 153,746	\$ -	\$ 153,746	\$ 1,021,504	
<b>Remaning Balance</b>	\$ 21,600	\$ 3,998	\$ 25,598	\$ 2,700	\$ -	\$ 2,700	\$ 28,298	
<b>% Expended</b>	97.14%	97.08%	97.13%	98.27%	98.27%	98.27%	97.30%	
<b>% Time Elapsed</b>	70.83%	70.83%	70.83%	70.83%	70.83%	70.83%	70.83%	

Coast RTA SCDOT Grants - FY22													
Activity Line Item Balances													
November 2021 - Final													
												Current Month	5
***** 5311 Federal Rural - Grant # PT-220911-13 *****						***** 5311 State Rural SMTF - Grant # PT-22091113 *****							
	Operating	Preventative Maintenance	Capital Expenditures	Admin	Totals	Comments	Operating	Preventative Maintenance	Capital Expenditures	Admin	Totals	Comments	
FY22 Contract	\$ 445,498	\$ 276,993	\$ -	\$ 91,995	\$ 814,486		\$ 122,470	\$ 54,681	\$ -	\$ 20,874	\$ 198,025	> Orig Submission	
<b>Monthly Draws:</b>													
July 2021	\$ 62,840	\$ 39,063	\$ -	\$ 18,210	\$ 120,113		\$ 31,420	\$ 4,882	\$ -	\$ 9,105	\$ 45,407		
Aug 2021	\$ 65,541	\$ 42,131	\$ -	\$ 18,335	\$ 126,007		\$ 32,770	\$ 5,266	\$ -	\$ 9,167	\$ 47,203		
Sept 2021	\$ 66,588	\$ 34,412	\$ -	\$ 18,243	\$ 119,243		\$ 33,294	\$ 4,301	\$ -	\$ 2,602	\$ 40,197		
Oct 2021	\$ 71,557	\$ 40,500	\$ -	\$ 11,107	\$ 123,164		\$ 24,986	\$ 5,062	\$ -	\$ -	\$ 30,048		
Nov 2021	\$ 69,029	\$ 37,482	\$ -	\$ 10,857	\$ 117,368		\$ -	\$ 4,685	\$ -	\$ -	\$ 4,685		
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Subtotal Draws</b>	<b>\$ 335,555</b>	<b>\$ 193,588</b>	<b>\$ -</b>	<b>\$ 76,752</b>	<b>\$ 605,895</b>		<b>\$ 122,470</b>	<b>\$ 24,196</b>	<b>\$ -</b>	<b>\$ 20,874</b>	<b>\$ 167,540</b>		
<b>Remaning Balance</b>	<b>\$ 109,943</b>	<b>\$ 83,405</b>	<b>\$ -</b>	<b>\$ 15,243</b>	<b>\$ 208,591</b>		<b>\$ -</b>	<b>\$ 30,485</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,485</b>		
<b>% Expended</b>	<b>75.32%</b>	<b>69.89%</b>		<b>83.43%</b>	<b>74.39%</b>		<b>100.00%</b>	<b>44.25%</b>		<b>100.00%</b>	<b>84.61%</b>		
<b>% Time Elapsed</b>	<b>41.67%</b>	<b>41.67%</b>		<b>41.67%</b>	<b>41.67%</b>		<b>41.67%</b>	<b>41.67%</b>		<b>41.67%</b>	<b>41.67%</b>		

Coast RTA									
Transit Facility Development - ALI Balances									
FTA Grant # SC-2020-006-00 (FHWA FLEX + Section 5307)									
November 2021 - Final									
***** SC-2020-006-01 *****									
	G/L 431-00-80	G/L 431-00-81	G/L 431-00-82	G/L 431-00-83	G/L 431-00-84	G/L 431-00-87			
	G/L 431-00-90	G/L 431-00-91	G/L 431-00-92	G/L 431-00-93	G/L 431-00-94	G/L 431-00-97			
	SC-2020-006 113 A1	SC-2020-006 113 A1	SC-2020-006 113 A1	SC-2020-006 117 A5	SC-2020-006 117 A5	SC-2020-006 117 A5			
Month	Bus Storage / Contingency	Site Location / Develop / Concept	Grant Prep / Financial Analysis	Environmental / Clearance	Preliminary Design	Project Management	FTA Totals	Comments	
FY20-22 Award	\$ 44,352	\$ 168,480	\$ 161,056	\$ 80,000	\$ 283,324	\$ 62,788	\$ 800,000	> Original Submission	
	\$ 13,600	\$ 184,480	\$ 150,188	\$ 80,000	\$ 263,324	\$ 108,408	\$ 800,000	> Pending Amendment	
	\$ (8,760)	\$ (226,326)	\$ (17,464)	\$ (23,740)		\$ (65,670)	\$ (341,960)	> Prior Year Expenditures	
<b>Monthly Draws:</b>									
Oct 2021	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ 2,570	\$ 5,970		
Nov 2021	\$ -	\$ 3,592	\$ -	\$ 2,900	\$ -	\$ 1,980	\$ 8,472		
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
July 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Aug 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Sept 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Subtotal Draws</b>	\$ 3,400	\$ 3,592	\$ -	\$ 2,900	\$ -	\$ 4,550	\$ 14,442		
<b>Remaining Balance</b>	\$ 1,440	\$ (45,438)	\$ 132,724	\$ 53,360	\$ 263,324	\$ 38,188	\$ 443,598		
<b>% Expended</b>	89.41%	124.63%	11.63%	33.30%	0.00%	64.77%	44.55%		
<b>% Time Elapsed</b>	70.37%	70.37%	70.37%	70.37%	70.37%	70.37%	70.37%		
***** Georgetown County Capital Funds *****									
	80 / 90	81 / 91	82 / 92	83 / 93	84 / 94	87 / 97	Georgetown Totals	Project Totals	
Month	Bus Storage / Contingency	Site Location / Develop / Concept	Grant Prep / Financial Analysis	Environmental / Clearance	Preliminary Design	Project Management	Georgetown Totals	Project Totals	
FY20-22 Award	\$ 3,400	\$ 46,120	\$ 40,264	\$ 20,000	\$ 65,831	\$ 24,385	\$ 200,000	\$ 1,000,000	
	\$ (2,190)	\$ (55,609)	\$ (5,339)	\$ (5,935)		\$ (16,415)	\$ (85,488)	\$ (427,448)	
<b>Monthly Draws:</b>									
Oct 2021	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ 642	\$ 1,492	\$ 7,462	
Nov 2021	\$ -	\$ 898	\$ -	\$ 725	\$ -	\$ 495	\$ 2,118	\$ 2,118	
Dec 2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jan 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Feb 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mar 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Apr 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
July 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Aug 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sept 2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Draws</b>	\$ 850	\$ 898	\$ -	\$ 725	\$ -	\$ 1,137	\$ 3,610	\$ 9,580	
<b>Remaining Balance</b>	\$ 360	\$ (10,387)	\$ 34,925	\$ 13,340	\$ 65,831	\$ 6,833	\$ 110,902	\$ 562,972	
<b>% Expended</b>	89.41%	122.52%	13.26%	33.30%	0.00%	71.98%	44.55%	43.70%	
<b>% Time Elapsed</b>	70.37%	70.37%	70.37%	70.37%	70.37%	70.37%	70.37%	70.37%	



Coast RTA													
Monthly Cash Flow													
November 30, 2021													
	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Totals
Beginning Balance	\$ 190,821.56	\$ 568,298.57	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 190,821.56
<b>Cash Receipts</b>													
5307 - Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5307 - Preventative Maintenance	\$ 6,521.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,521.00
5307 - Capital Expenditures	\$ 6,028.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,028.00
5307 - SMTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5311 - Operations	\$ 192,571.00	\$ 99,882.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,453.00
5311 - Preventative Maintenance	\$ 91,342.00	\$ 38,713.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,055.00
5311 - Administration	\$ 54,817.00	\$ 20,845.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,662.00
5311 - Capital Expenditures	\$ -	\$ 24,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,300.00
Horry County Registration Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Horry County Other	\$ 544,824.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 544,824.15
Georgetown Cty Reg Fees/FY22 Funding	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00
Myrtle Beach	\$ 62,500.00	\$ 62,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00
North Myrtle Beach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fares/Passes	\$ 1,642.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,642.65
Local Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bus Advertising	\$ 675.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,375.00
Accident Claims	\$ -	\$ 10,776.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,776.74
Proceeds from Sale of Assets	\$ -	\$ 37,756.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,756.00
RTAP / Fuel Refunds / Other	\$ 10,314.02	\$ 6,886.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,200.42
Transfer-In from Investments	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
5339 - Bus Stop Implementation	\$ 6,093.00	\$ 8,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,109.00
5311 - Paratransit Scheduling	\$ -	\$ 6,457.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,457.00
5310 - Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5339 - Vehicles - WRCOG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5307 + FHWA Flex - Facility Development	\$ 7,230.00	\$ 5,970.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200.00
Horry County Capital Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Georgetown County Capital Funds	\$ 1,807.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,807.00
<b>Total Cash Receipts</b>	<b>\$ 986,364.82</b>	<b>\$ 628,802.14</b>	<b>\$ -</b>	<b>\$ 1,615,166.96</b>									
<b>Cash Basis Expenditures:</b>													
Operating Expenses	\$ 514,420.31	\$ 797,764.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,312,185.04
Capital Expenditures	\$ 94,467.50	\$ 10,590.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,057.50
O & M Reserve + Management Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 608,887.81</b>	<b>\$ 808,354.73</b>	<b>\$ -</b>	<b>\$ 1,417,242.54</b>									
Ending Balance	\$ 568,298.57	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98	\$ 388,745.98