The mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and spur economic development throughout the region.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

August 2, 2019
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – June 14, 2019
7. PUBLIC COMMENTS
   *Donna House

PRESENTATION ITEMS

A. Government Finance Officers Association (GFOA) Award for the NCRTD Popular Annual Financial Report (PAFR)
   Attachment: None

B. Above and Beyond Award/Years of Service/Safe Driver Awards
   Sponsor: Chairman Daniel Barrone, Anthony J. Mortillaro, Executive Director
   Attachment: None

PUBLIC HEARINGS

C. Discussion and Consideration of Resolution No. 2019-29 Approving the 4th Quarter Financial Report for FY19
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment
ACTION ITEMS

D. Discussion and Consideration of Resolution No. 2019-30 Adoption of the FY20 Annual Service Plan submitted by the City of Santa Fe and Los Alamos County Providing for Specific Regional Routes Funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT)
   Sponsor: Anthony J. Mortillaro, Executive Director
   Attachment

E. Discussion and Consideration of Resolution No. 2019-31 Adopting Amendments to the ADA Complementary Paratransit Service and Demand Response and Dial-a-Ride Policies and Procedures
   Sponsor, Anthony J. Mortillaro, Executive Director and Delilah Garcia, Operations Director
   Attachment

F. Discussion and Consideration of Resolution No. 2019-32 Waiving Fares for 255 Mountain Trail for Three Days in NCRTD FY 2020 in Support of the Santa Fe National Forest Fee-Free Days
   Sponsor, Anthony J. Mortillaro, Executive Director and Jim Nagle, Public Information Officer
   Attachment

G. Discussion and Consideration of an Award of Bid for ADA Improvements Phase VI
   Sponsor, Anthony J. Mortillaro, Executive Director and Hector Ordonez, Finance Director
   Attachment

H. Discussion and Consideration of an Award of Bid for Short Range Service Plan Update
   Sponsor, Anthony J. Mortillaro, Executive Director and Hector Ordonez, Finance Director
   Attachment

DISCUSSION ITEMS

I. Review of June 2019 Financial Summary
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

J. Finance Subcommittee Report
   Sponsors: Chair Ed Moreno and Anthony J. Mortillaro, Executive Director
   Attachment: None
K. **Tribal Subcommittee Report**  
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director  
   Attachment: None

L. **Sustainability Subcommittee Report**  
   Sponsors: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director  
   Attachment: None

M. **Executive Report and Comments from the Executive Director**  
   a. Executive Report for July 2019  
   b. Performance Measures for June 2019  
   c. Ridership Report for June 2019

**MATTERS FROM THE BOARD**

**MISCELLANEOUS**

**ADJOURN**

**NEXT BOARD MEETING:** Friday, September 6, 2019, at 9:00 a.m.

If you are an individual with a disability in need of a reader, amplifier, qualified Sign Language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at (505) 629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.
CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair, at 9:08 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Roll Call

Mr. Dahlquist called the roll and it indicated the presence of a quorum as follows:

<table>
<thead>
<tr>
<th>Members Present:</th>
<th>Elected Members</th>
<th>Alternate Designees</th>
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<tbody>
<tr>
<td>Village of Chama</td>
<td>Absent</td>
<td></td>
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<tr>
<td>Town of Edgewood</td>
<td>Absent</td>
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<tr>
<td>City of Española</td>
<td>Councilor Dennis Tim Salazar</td>
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<tr>
<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
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<tr>
<td>Nambé Pueblo</td>
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<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
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<td>Ms. Christy Ladd</td>
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<td>Pojoaque Pueblo</td>
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<td>Mr. Jeff Montoya</td>
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<tr>
<td>Rio Arriba County</td>
<td>Commissioner Leo V. Jaramillo</td>
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<td>San Ildefonso Pueblo</td>
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<td>Ms. Lillian Garcia</td>
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<td>Santa Clara Pueblo</td>
<td>Mr. Matthew Sisneros</td>
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<td>City of Santa Fe</td>
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<td>Mr. Keith Wilson</td>
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<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
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<tr>
<td>Town of Taos</td>
<td>Mayor Dan Barrone</td>
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<tr>
<td>Taos County</td>
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<td>Dep City Manager Lupe Martínez</td>
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</table>
Taos Ski Valley  
Mayor Christoff Brownell  
Tesoque Pueblo  
Former Gov. Charlie Dorame [later]  
Village of Questa

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Mr. Stephen Dahlquist, Executive Assistant
Mr. Hector Ordoñez, Finance Director
Mr. Peter Dwyer, Legal Counsel
Ms. Delilah Garcia, Transit and Facilities Operations Director
Mr. Jim Nagle, Public Information Officer
Mr. Michael Valverde, Regional Transit District Planner

Others Present
Carl Boaz, Stenographer

2. INTRODUCTIONS

No introductions were made.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Councilor Salazar asked to hear Item M before Item A.

Chair Barrone said he would recommend placing it between B and C so that the Village of Questa might be able to vote on the remainder of the action items.

Councilor Salazar agreed.

MOTION: Councilor Salazar moved, seconded by Commissioner Jaramillo, to approve the agenda as amended.

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley voting in favor and none voting against.

6. APPROVAL OF MINUTES B May 3, 2019

MOTION: Councilor Maggiore moved, seconded by Chair Barrone, to approve the minutes of May
3, 2019 as presented.

VOTE: The motion was approved on a 12-0-1 roll call vote with City of Española, Los Alamos County, Pueblo of Nambe, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley voting in favor, none voting against, and Pueblo of Santa Clara abstaining.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS: None

PUBLIC HEARINGS: None

CLOSED SESSION (Revised Agenda Order)

S. Pursuant to NMSA 1978, Section 10-15-1 (H) (5), to discuss bargaining strategy preliminary to collective bargaining negotiations between the NCRTD and Chauffeurs, Teamsters, and Helpers Local No. 492.

T. Pursuant to NMSA 1978, Section 10-15-1 (H) (2) limited personnel exception for the purpose of the annual performance evaluation of the Executive Director

MOTION: Councilor Maggiore moved, seconded by Commissioner Moreno, to go into closed executive session for the purposes listed above on the agenda.

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambe, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley voting in favor and none voting against.

The Board of Directors went into closed executive session at 9:15 a.m.

During the executive session, Former Governor Charlie Dorame, Pueblo of Tesuque, arrived and joined the executive session at 9:20 a.m.

The executive session ended at 10:00 a.m.
Reconvene in Open Session: Possible action item(s) from closed session.

The Board reconvened at 10:02 a.m.

MOTION: Councilor Maggiore moved, seconded by Commissioner Jaramillo, to come out of executive session and return to open session.

VOTE: The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

Attorney’s Report on the Closed Session

Mr. Dwyer noted for the record that during the closed session, no actions were taken, and the only matters discussed were the two matters listed on the agenda.

MOTION: Mr. López moved, seconded by Commissioner Jaramillo to accept the Attorney’s Report on the Closed Session.

VOTE: The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

Recommendation on collective bargaining negotiations between the NCRTD and Chauffeurs, Teamsters, and Helpers Local No. 492.

MOTION: Councilor Maggiore moved, seconded by Councilor Salazar, to allow the Executive Director Mortillaro to carry out the agreed upon strategy for collective bargaining negotiations between the District and the union.

VOTE: The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

Recommendation on the annual performance evaluation of the Executive Director.

MOTION: Councilor Maggiore moved, seconded by Councilor Salazar, to direct Attorney Dwyer to work with Director Ordoñez to execute the performance evaluation.
VOTE: The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

Amendment of the Agenda

Chair Barrone recommended amending the agenda at this time to consider item B now. He said that way, Councilor Charlie Gonzales, with the Village of Questa could participate in the actions if Item B is approved by the Board.

MOTION: Commissioner Jaramillo moved, seconded by Member Garcia, to amend the agenda and consider Action Item B next.

VOTE: The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

ACTION ITEMS:

B. Discussion and Consideration of Resolution No. 2019-20 Allowing the Village of Questa to Join as a Member of the North Central Regional Transit District (NCRTD)

Director Mortillaro reviewed the steps that were taken in Questa. He was present at the April 2019 meeting of the Village Council in Questa where a unanimous vote was approved to request membership in the NCRTD. He said a membership analysis is presented in the Board packet on page 77. He noted allowing Questa to joining as a member would mean the total membership would go to 17 from 16, total votes 36 and would need 25 voting units to pass a motion. There are no other changes in that analysis.

He reminded the Board that the vote to receive Questa as a member requires a 2/3 affirmative vote.

He announced that Charlie Gonzales from the Village of Questa is here. Councilor Gonzales, many years ago, was a member of the NCRTD Board. He invited Mr. Gonzales to speak.

Councilor Gonzales said he is a member of the Village Council at Questa and previously, was the County Commissioner at Taos County and he was really excited to be back again. The voters in Questa approved this unanimously. They are looking forward to getting service throughout the area. He used to take the bus to the Taos County Commission meetings. The RTD approved $1.2 million from the
legislature. We look forward to building a facility in Taos. He said he was on the Board when we built this facility here. Thanks for allowing me to be here today.

**MOTION:** Chair Barrone moved, seconded by Councilor Salazar, to approve Resolution No. 2019-20 Allowing the Village of Questa to Join as a Member of the North Central Regional transit District.

**VOTE:** The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

Mr. Dwyer advised waiting for voting privileges until the designation letter for his representation of Questa is received.

Director Mortillaro asked to consider Item U next. The Board accepted his request.

**U. Review and Acceptance of Goals and Objectives for the Executive Director for the Period of June 2018-June 2019 and such Additional Actions the Board Deems Appropriate**

Director Mortillaro explained that this item under Tab U, was on page 305. It was reviewed by Executive Committee earlier this month and presented here is a red line version so you can see the changes.

Chair Barrone said there was a request by Ms. Ladd that at the August meeting to have a Tribal member on the Executive Committee.

Director Mortillaro said there is a tribal member on the Executive Committee already. The Tribal Subcommittee Chair, Gov. Dorame is a member of the Executive Committee and he attends the meetings when he is available.

Mr. Boaz noticed the years should be June 2019 - June 2020.

**MOTION:** Councilor Salazar moved, seconded by Commissioner Moreno to approve Goals and Objectives for the Executive Director for the Period of June 2019-June 2020.

**VOTE:** The motion was approved on a 14-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against.

**A. Discussion and Consideration of Resolution No. 2019-19 Adopting the Fiscal Year 2020 Final Budget**
Director Mortillaro described the budget for the coming year and changes from this year. They solidified the federal grants and no longer need debt financing.

Director Ordoñez provided a review in detail of the changes in the budget and referenced the changes listed on page 21 in the Board packet. He explained that the federal grants showed an increase of $108,321 and now total over $8 million. With the change and no need for any debt financing, that line item was changed to zero.

After his review, there were no questions from the Board.

**MOTION:** Gov. Dorame moved, seconded by Councilor Maggiore, to approve Resolution No. 2019-19 Adopting the Fiscal Year 2020 Final Budget.

**VOTE:** The motion was approved on a 12-0 roll call vote with City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Pueblo of Nambé and the Pueblo of Pojoaque were not present for the vote.

M. Discussion and Consideration of Resolution No. 2019-28 Naming the Executive Director and Authorizing Him to Sign Closing Documents on Behalf of the District for the Purchase of 3.35 Acres of Property

Mr. Akes spoke to this item. He saw it as win-win for everyone. His family would be happy to supply the property for this community to grow. We appreciate the due diligence from very beginning on the purchase of the property. The change to Director Mortillaro’s name instead of office is just a small glitch. We are ready to close it.

**MOTION:** Ms. Ladd moved, seconded by Councilor Salazar, to approve Resolution No. 2019-28 Naming the Executive Director and Authorizing Him to Sign Closing Documents on Behalf of the District for the Purchase of 3.35 Acres of Property.

**VOTE:** The motion was approved on a 12-0 roll call vote with City of Española, Los Alamos County, Pueblo of Ohkay Owingeh, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Pueblo of Nambé and the Pueblo of Pojoaque were not present for the vote.

Chair Barrone had to leave at 10:30 a.m. As he departed, he invited everyone to a celebration on Taos Plaza.

Vice-Chair Salazar chaired the remainder of the meeting.
C. Discussion and Consideration of Resolution No. 2019-21 Adopting the Fiscal Year 2020 Compensation Plan and Performance Increase Matrix

Director Mortillaro described the resolution providing compensation for nonunion employees. It has added ranges for the new staff positions that are anticipated. It has a very small impact to actual salaries. 3 positions now will fall below the entry rate with new changes. He listed them and clarified it is proposed they be brought up to minimum in the pay scales, an impact of $4300.00 overall. Performance increases are still 0-4%.


VOTE: The motion was approved on a 12-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos and the Pueblo of Pojoaque were not present for the vote.

D. Discussion and Consideration of Resolution No. 2019-22 Adopting an Infrastructure Capital Improvement Plan (ICIP)

Director Mortillaro clarified the annual submittal is required to be sent to DFA and a result means we can submit outlay requests for the next year. The top five projects for consideration include the Taos facility; radio infrastructure; fleet replacement; ADA transition Plan; and the satellite facility in Santa Fe.

Mr. Montoya returned at this time.

Gov. Dorame asked if this is a multi-year contract.

Director Mortillaro agreed. It is a 4-year contract.

Ms. Ladd asked if the list would be at the DFA website in priority order.

Mr. Valverde affirmed that was how it will be added to the DFA website, as shown on page 126.

Gov. Dorame said it needs a code and asked who takes care of that.

Mr. Valverde said he does that.

Ms. Ladd requested the information about- if you could inform us on website how they are ranked.

MOTION: Gov. Dorame moved, seconded by Councilor Maggiore to approve Resolution No. 2019-22 Adopting an Infrastructure Capital Improvement Plan (ICIP)
VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos was not present for the vote.

E. Discussion and Consideration of a Memorandum of Agreement (MOA) Between the Village of Angel Fire (Village) And the North Central Regional Transit District (District) To Provide Transportation Services

Director Mortillaro explained that the Memorandum of Agreement was based on approval of the resolution in April for District service to them as a pilot project starting on July 1 through October 30 funded 100% by the Village and to consider a 12-month agreement, starting October 1, 2019 with federal funding and 50% Angel Fire Match. We put it in 5311 at $175,000 for the second phase. As a result, we drafted the MOA on a contract basis. They are not within District boundaries so it must be by contract.

The Village is considering the MOA now. They support the route we updated after the packet was done. The service is contingent upon finding drivers. We hope we can hire someone to drive the route or must delay until driver is found.

Director Garcia said they have the money from Taos to Angel Fire and have worked hard to get the right schedule in place and we have the bus ready to roll. So we only need a driver now to start. It will be 7 days per week. Angel Fire is a year-round resort so the service would be year round also. One in the morning and two round trips in afternoon will be offered.

Director Mortillaro thanked Director Garcia and Mr. Valverde for preparing the schedule and Ms. McGuire, who was very involved, and much credit goes to them.

MOTION: Mayor Brownell moved, seconded by Councilor Maggiore to approve the Memorandum of Agreement (MOA) Between the Village of Angel Fire (Village) And the North Central Regional Transit District (District) To Provide Transportation Services.

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos was not present for the vote.

F. Discussion and Consideration of Resolution No. 2019-23 Authorizing the Executive Director and Finance Director to Sign a Grant Agreement for $1,103,000.00 and to Sign Requests for Payment and for Such Other Purposes as may be Reasonably Required by the State of New Mexico Department of Finance Administration in Order to Obtain the Capital Grant Appropriation

Director Mortillaro explained this is a resolution to name him as signatory of the grant and Director Ordoñez as fiscal agent. He was very grateful for our legislators for getting the funding that eliminates a
need for debt funding. This is the largest in many, many years. $57,000 was added as a supplemental
appropriation.

MOTION: Mgr. Martínez moved, seconded by Mr. Montoya to approve Resolution No. 2019-23
Authorizing the Executive Director and Finance Director to Sign a Grant Agreement for
$1,103,000.00 and to Sign Requests for Payment and for Such Other Purposes as may
be Reasonably Required by the State of New Mexico Department of Finance
Administration in Order to Obtain the Capital Grant Appropriation

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Pueblo of
Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de
San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County,
Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting
against. The Town of Taos and Los Alamos County were not present for the vote.

G. Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Village of
Taos Ski Valley (Village) and the North Central Regional Transit District (District)

Director Mortillaro reminded the Board that on April 5, Mayor Brownell asked for a pilot summer
program. The MOA reflects the discussion on the pilot route. We anticipated July 19 through Sept 15 but
now are not sure the beginning date will occur. It is subject to finding seasonal drivers who would be
paid in full by the Village but the District provides the vehicle. This is similar to Angel Fire with service on
Friday, Saturday and Sunday for the project.

Director Garcia commented on the service and explained that Taos Ski Valley is working to be a year-
round resort. She wanted to know if anyone was interested in driving the vehicle.

Mayor Brownell commented that due to the success of the winter and evening service, we believe this
will add to the tourist enhancement for the area.

MOTION: Commissioner Jaramillo moved, seconded by Commissioner Moreno, to approve the
Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and
the North Central Regional Transit District (District).

VOTE: The motion was approved on a 11-0-1 roll call vote with City of Española, Pueblo of
Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de
San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County,
and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos and
Los Alamos County were not present for the vote. Village of Taos Ski Valley abstained.

Gov. Dorame asked what would happen if no driver can be found. Director Garcia responded that the
service could not begin until that happened.

Director Mortillaro added that the District would prorate the cost and the Village only pays for the
service they receive. There is an incentive for seasonal and part-time employees. If the driver stayed with
the District, without complaints or mistakes, they get an end of season $600 bonus and money if they don’t take off during that period. We started that last year and it seems to work well.

H. Discussion and Consideration of Resolution No. 2019-24 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY2019 Section 5339(B) Grant Program for an Operations and Maintenance Facility in Taos

Director Mortillaro asked Mr. Valverde to address the resolution.

Mr. Valverde said the program was consolidated with the State Department of Transportation and the deadline was June 7 with final action at the federal level on June 21. The request is for over $6 million and has a 20% local match. The project includes the wash bay, the maintenance bay and a larger bus yard. The operations center would house the Transit Supervisor and possibly a Dispatcher

Vice-Chair Salazar asked if the information submitted by June 7 was sufficient.

Mr. Valverde said it was and briefly described what was required. It was accompanied by a support letter from Representative Luján.

Ms. Ladd asked if the request runs through NMDOT and Mr. Valverde agreed.

Director Mortillaro explained that it is consolidated like the one a few years ago. So there are others that might be submitting with us and DOT is the actual recipient for certain projects.

MOTION: Ms. Ladd moved, seconded by Commissioner Moreno to approve Resolution No. 2019-24 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY2019 Section 5339(B) Grant Program for an Operations and Maintenance Facility in Taos

VOTE: The motion was approved on a 12-0 roll call vote with City of Española, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos and Los Alamos County were not present for the vote.

I. Discussion and Consideration of Resolution No. 2019-25 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY 2019 Better Utilizing Investment to Leverage Development (BUILD) Grant Program for an Operations and Maintenance Facility in Taos

Vice Chair Salazar clarified this is the new name for what was formerly called TIGER funding.

Mr. Valverde said this is for 2019 BUILD to replace the existing Taos facility. This too goes directly to DOT and, if funded, is then allocated. The application is due July 19. We put in a 20% match to better compete with other applications.
MOTION: Commissioner Jaramillo moved, seconded by Mr. Montoya, to approved Resolution No. 2019-25 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY 2019 Better Utilizing Investment to Leverage Development (BUILD) Grant Program for an Operations and Maintenance Facility in Taos.

VOTE: The motion was approved on a 12-0 roll call vote with City of Española, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos and Los Alamos County were not present for the vote.

J. Discussion and Consideration of Resolution No. 2019-26 Authorizing North Central Regional Transit District Staff to Collaborate with Santa Clara Pueblo in Applying for FFY 2019 Tribal Transit Program Discretionary Funding to Purchase a Replacement Vehicle.

Mr. Valverde explained this is on top of federal funding for a formula based on ridership and performance factors. This is for the Riverside Bus as it goes through the Pueblo of Santa Clara. The current bus has exceeded its useful life. The $140,000 includes the bus purchase and cost of our modifications. It requires only a 10% local match ($14,000). This is being done with the permission of the Pueblo of Santa Clara.

Director Mortillaro added that several years ago, we did a similar program for the Pueblo of Tesuque bus and were successful for them and now awaiting its arrival and provided a 10% match on that one.

After the vehicle reaches its useful life, ownership goes to the Pueblo and it must have the pueblo logo on it along the Route.

MOTION: Gov. Dorame moved, seconded by Commissioner Moreno to approve Resolution No. 2019-26 Authorizing North Central Regional Transit District Staff to Collaborate with Santa Clara Pueblo in Applying for FFY 2019 Tribal Transit Program Discretionary Funding to Purchase a Replacement Vehicle.

VOTE: The motion was approved on a 12-0 roll call vote with City of Española, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos and Los Alamos County were not present for the vote.

K. Discussion and Consideration of Resolution No. 2019-27 Adopting Amendments to the District's Rider Suspension Policy
Director Garcia said the District has a policy and it was adopted in 2012. Since then, no changes have been made. Now is the perfect time to address the incidents on the bus on what we will allow and will not allow on the buses. Non-alcoholic beverages can be brought on if it has a screw lid that can be closed. Personal hygiene is also at issue. She reviewed some of the other restrictions including some minor formatting of the document.

Ms. Ladd noted that no controlled substances are allowed and asked about medical marijuana or marijuana that is not medical.

Director Garcia said the drivers can require the medical card and they cannot smoke on the bus. The security guard is enforcing it. We don’t yet know if that is legal.

Ms. Ladd asked what would happen if there is a drug bust. She wanted to know what liability the driver would have.

Councilor Maggiore returned to the meeting at 11:14 am.

Director Garcia said they would need to work on that.

MOTION: Ms. Ladd moved, seconded by Commissioner Moreno to approve Resolution No. 2019-27 Adopting Amendments to the District’s Rider Suspension Policy.

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos was not present for the vote.

L. Discussion and Consideration of an Award of Bid for Final Design of Maintenance Facility

Director Mortillaro asked Director Ordoñez to talk about the final contract of the facility and then he would make comments on the motion.

Director Ordoñez shared some of the details for using a third party contractor for the final design of the maintenance facility. He said the total amount of the contract is over $660,000.

Director Mortillaro said he was just asking the Board to authorize him to sign this award, based on when we get the FTA approval on the grant. The District got all these grants with federal requirements that don’t allow any previous expenditures, so he wanted to wait to sign it when that requirement is satisfied. He also did not want to delay the project. The representative is here from Huitt-Zollars. We are all dependent on the Feds to get it done.

Councilor Maggiore said the Board talked about a sustainable, green design and he did not see much
emphasis on that in here. We want as green as possible.

The architect said they would include sustainable elements, not necessarily for LEED certification but water harvesting, and recycling and FTA requires those elements in the design.

Director Mortillaro said the District is committed to sustainability in our design and will invite the sustainability committee to the negotiations on design.

MOTION: Councilor Maggiore moved, seconded by Commissioner Moreno, to approve an Award of Bid for Final Design of Maintenance Facility as presented.

VOTE: The motion was approved on a 13-0 roll call vote with City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Ohkay Owingeh, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Taos County, Village of Taos Ski Valley, and Pueblo of Tesuque voting in favor and none voting against. The Town of Taos was not present for the vote.

M. Discussion and Consideration of Resolution No. 2019-28 Naming the Executive Director and Authorizing Him to Sign Closing Documents on Behalf of the District for the Purchase of 3.35 Acres of Property

This item was considered earlier in the meeting.

DISCUSSION ITEMS

N. Review of April 2019 Financial Summary

Director Ordoñez reported on finances. And made comments about the District’s financial status. He identified the page numbers as he went and ended with the capital expenditures, which were less than what was budgeted.

There were no questions from the Board.

O. Finance Subcommittee Report

Commissioner Moreno reported that the Finance Subcommittee had no meeting.

P. Tribal Subcommittee Report

Gov. Dorame reported the Tribal Subcommittee also had no meeting held.
Q. **Sustainability Subcommittee Report**

Director Garcia reported that the Sustainability Subcommittee met two weeks ago and worked on identifying the alternative fuel best suited to our needs. Instead of making a decision there, we would continue considering the options and develop a plan for the future.

The Subcommittee will figure out how to include sustainability into the new facilities. And make sure we are meeting the goals that were established.

Councilor Maggiore commented on the equalization ratio on alternative fuels. The decision needs to consider the energy content and emissions to equalize things.

Director Garcia agreed and said the Subcommittee is making our best effort on it.

There were no questions.

R. **Executive Report and Comments from the Executive Director**

Director Mortillaro announced no scheduled meeting in July; the next meeting is scheduled on August 2, 2019 (the normal meeting date). And at that meeting, the Village of Questa will be a member of the Board.

Director Garcia reviewed the performance measures that were in the Board packet on pages 268 through 280 and read from the reports in the packet. She noted a 6% increase in ridership over last year.

Gov. Dorame excused himself from the meeting at 11:40 am.

There were no questions on Director Garcia’s report.

**MATTERS FROM THE BOARD**

Vice-Chair Salazar talked about the EAP benefit the District has. Thank you for doing that.

Vice-Chair Salazar wished everyone Happy Fathers’ Day and Happy Independence Day and thanked all staff members for their service to the District.

Councilor Maggiore said he just got back from Washington DC on our lobbying trip. We got to meet with some members of our delegation, and I stressed with them more funding for tribal transportation. That seemed to be received very well. Part of the trip was to address the new mission at LANL. They are talking about 3,000 new hires at 500 employees per year increases. We don’t have the land for them to live on, so in order to meet the federal mission, we need more support for regional transit and other places to live.

Vice-Chair Salazar announced the Music Festival tonight at the Española Plaza at 5 pm.
ADJOURNMENT

Upon motion by Councilor Maggiore and second by Mr. Wilson, the Board meeting was adjourned at 11:44 a.m.

Approved by:

________________________________________
Daniel R. Barrone, Chair

Attest:

________________________________________
Ed Moreno, Secretary/Treasurer

Submitted by:

________________________________________
Carl Boaz for Carl G. Boaz, Inc.
Title: Discussion and Consideration of Resolution No. 2019-29 Approving the FY 2019 4th Quarter Financial Report for Conveyance to the New Mexico Department of Finance (DFA).

Prepared By: Hector Ordonez, Finance Director

Summary: The District submitted its FY 2019 4th quarter financial report to the Local Government Division (LGD) of the Department of Finance and Administration (DFA) on July 22nd, 2019. DFA requires that the report be submitted with a resolution to the Board of Directors by July 31st each year. Due to the timing of the deadline and the Board of Director’s Meeting date, an extension was requested on July 1st, 2019. The District now has until August 2, 2019 to submit the 4th quarter financial report.

The amounts on the attached report are not final and are expected to change as revenue and expenses projections and estimates were used to complete it; However, we don’t anticipate these reports to change significantly. Final amounts will not be available until the FY 2019 audit its completed.

Background: New Mexico law requires the LGD to make rules and regulations relating to budgets, records, reports, and the disbursement of public monies, including transfers between funds. One of the LGD’s primary responsibilities is to review financial reports of subdivisions of the State in order to ensure that each entity maintains financial stability and/or identify going concern issues.

Recommended Action: It is recommended that the Board move to adopt Resolution No. 2019-29 adopting the FY 2019 4th quarter financial report

Options/Alternatives: None

Fiscal Impact: N/A

Attachments:
- Resolution No. 2019-29
- DFA FY 2019 4th Quarter financial report
North Central Regional Transit District (NCRTD)

Resolution No. 2019-29

APPROVING THE 4TH QUARTER FINANCIAL REPORT FOR FY19

WHEREAS, the Governing body in and for the NCRTD, is required to approve the 4th quarter financial report as of June 30, 2019; and

WHEREAS, said financial report shows revenues, transfers and expenditures (as reflected on the attached pages and incorporated herein by reference) as of June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT after conducting a public hearing the Board of Directors of the NCRTD, hereby approves the 4th quarter financial report as of June 30, 2019 to be submitted to the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 2nd DAY OF AUGUST, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
SUBMIT TO LOCAL GOVERNMENT DIVISION NOT LATER THAN ONE MONTH AFTER THE CLOSE OF EACH QUARTER. I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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<th>FUND TITLE</th>
<th>FUND NUMBER</th>
<th>UNAUDITED BEGINNING CASH BALANCE @ JULY 1 (or JAN. 1)</th>
<th>INVESTMENTS</th>
<th>REVENUES TO DATE</th>
<th>NET TRANSFERS</th>
<th>EXPENDITURES TO DATE</th>
<th>BOOK BALANCE END OF PERIOD</th>
<th>ADD: OUTSTANDING CHECKS</th>
<th>LESS: DEPOSITS IN TRANSIT</th>
<th>ADJUSTMENTS</th>
<th>ADJUSTED BALANCE END OF PERIOD</th>
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<td>REVENUES</td>
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<td>Federal Funds</td>
<td>826,796</td>
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<td>State Capital and Local Contributions</td>
<td>416,965</td>
<td>674,005</td>
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<td>GRT, Cash Balance &amp; Miscellaneous</td>
<td>3,593,507</td>
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<td>Subtotal General Fund Revenues</td>
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<td>Miscellaneous (NMFA, BOF, etc.)</td>
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<tr>
<td><strong>GRAND TOTAL REVENUES</strong></td>
<td>$4,837,267</td>
<td>$11,091,901</td>
<td>$13,175,907</td>
<td>84%</td>
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</table>
### Special District: North Central Regional Transit District
### Quarter Ending: 3/31/19

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT QUARTER</th>
<th>YEAR TO DATE</th>
<th>APPROVED BUDGET</th>
<th>YTD % OF BUDGET</th>
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<tbody>
<tr>
<td>General Fund 101 (enter items below)</td>
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<tr>
<td>Salaries/Employee Benefits</td>
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<td>Operating Costs</td>
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<td>Capital Outlay</td>
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<tr>
<td><strong>Total General Fund Expenditures</strong></td>
<td>$2,512,228</td>
<td>$10,015,572</td>
<td>$13,175,907</td>
<td>76%</td>
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</tbody>
</table>

| Intergovernmental Grants 218 (enter items below)|                 |              |                 |                 |
| **Total Intergov. Grant Expenditures** | $-             | $-           | $-              | -               |

| Other 299 (enter items below) |                 |              |                 |                 |
| **Total Other Expenditures**  | $-             | $-           | $-              | -               |

| Debt Service 400                |                 |              |                 |                 |
| Bond Payments Principal         |                 |              |                 |                 |
| Bond Payments- Interest         |                 |              |                 |                 |
| Other Debt Service              |                 |              |                 |                 |
| **Total Debt Service Expenditures** | $-             | $-           | $-              | -               |

| **Grand Total Expenditures**    | $2,512,228      | $10,015,572  | $13,175,907     | 76%             |
### Debt Service

**Special District: Ral Regional Transit District**

**Quarter Ending:** 6/30/19

**Fund Number:** 400

<table>
<thead>
<tr>
<th>(A) NAME AND TYPE</th>
<th>(B) DATE OF ISSUE</th>
<th>(C) ORIGINAL FACE AMOUNT OF ISSUE</th>
<th>(D) OUTSTANDING PRINCIPAL AMOUNT (Unpaid)</th>
<th>(E) COUPON RATE OF INTEREST</th>
<th>(F) PRINCIPAL DUE</th>
<th>(G) INTEREST DUE</th>
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**Instructions - Schedule of Bonds & Long Term Loans:**

- **Column (A):** Describe the Purpose of the DEBT along with its NAME AND TYPE.
- **Column (B):** Enter the Date of Issue.
- **Column (C):** Enter the Original Amount of the Issue.
- **Column (D):** Enter Unpaid Principal Balance for Fiscal Year.
- **Column (E):** Enter Principal Amount To Be Paid, during Fiscal Year.
- **Column (F):** Enter Interest Amount To Be Paid, during Fiscal Year.

**Total Princ/ Int PD:** -
<table>
<thead>
<tr>
<th>BUDGETED TRANSFERS * OTHER FINANCING SOURCES/USES</th>
<th>Current Quarter</th>
<th>Year to Date</th>
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<tbody>
<tr>
<td>Transfers In Fund 101 (e.g. 500)</td>
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<tr>
<td>Transfers In Fund 218</td>
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<td>Transfers In Fund 299</td>
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<td>Transfers In Fund 400</td>
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<td><strong>A SUB-TOTAL</strong></td>
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<td>Transfers Out Fund 101 (e.g. 500)</td>
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<td>Transfers Out Fund 218</td>
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<td>Transfers Out Fund 400</td>
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<td><strong>B SUB-TOTAL</strong></td>
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<tr>
<td><strong>A - B Total Net Transfers</strong></td>
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**Note:** The A-B Total Net Transfers must always equal zero (0).

* Transfers in the budget occur when money arrives in one account and is transferred to another for a specific use. Board must approve by resolution. Local Government also approves if moving from or to the General Fund.

A fund is a group (or umbrella), of self balancing accounts
Title: Discussion and consideration of adoption of Resolution No. 2019-30 adopting the FY 20 Service Plans from the City of Santa Fe and Los Alamos County and acknowledging the Service Plan from the County of Santa Fe.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider for adoption the annual service plans for regional routes from the City of Santa Fe and Los Alamos County.

Background: Pursuant to the adopted Financial Policies of the District, Regional Transit (RT) Gross Receipts Tax (GRT) is to be used to expand regional public transit in the four county areas. Furthermore, the Financial Policies indicate that RT GRT revenues should be used to implement service plans approved by the Board. The Financial Policies include the definition of a regional route eligible for funding by RT GRT. Only two member entities operate their own transit system and provide routes that meet the definition of regional routes as defined in the Financial Policies; the City of Santa Fe and Los Alamos County. The attached resolutions, submitted by these entities, requests that RT GRT be provided for the same regional routes that were funded in prior years. No expansion routes are requested by either entity. The funding allocation that was utilized to determine the amount of RT GRT that would be available in FY 2020 was the same allocation method used in prior years.

The County of Santa Fe also adopted a transit service plan by resolution which is attached hereto. The County is not required to adopt such a plan because the RTD is the regional service planning entity. However, the adoption of the County’s transit plan allows the County to convey to the District Board its confirmation of the existing RTD routes within Santa Fe County and express its desire for additional service modifications/analysis.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2019-30

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation; or
3. Provide further direction in relation to adoption of the service plans and then take action to adopt the resolution.
**Fiscal Impact:** The fiscal impact of adoption of the City of Santa Fe service plan and the Los Alamos County service plan for the provision of regional services is reflected in the following chart which shows both current and historical allocations.

**REGIONAL TRANSIT TAX CONTRIBUTIONS**

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<tbody>
<tr>
<td>Santa Fe Trails</td>
<td>$1,051,855</td>
<td>$1,026,620</td>
<td>$1,011,150</td>
<td>$993,300</td>
<td>$966,490</td>
<td>$953,974</td>
<td>$940,921</td>
<td>$981,932</td>
<td>$967,630</td>
<td>$1,184,703</td>
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<tr>
<td>Atomic City Transit</td>
<td>$1,502,650</td>
<td>$1,466,600</td>
<td>$1,444,500</td>
<td>$1,419,000</td>
<td>$1,380,700</td>
<td>$1,361,838</td>
<td>$1,344,173</td>
<td>$1,332,081</td>
<td>$1,303,870</td>
<td>$1,238,603</td>
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<tr>
<td>Rail Runner</td>
<td>$2,306,250</td>
<td>$2,405,604</td>
<td>$2,458,051</td>
<td>$2,295,859</td>
<td>$2,240,889</td>
<td>$2,190,004</td>
<td>$2,102,177</td>
<td>$2,013,811</td>
<td>$1,979,700</td>
<td>$1,909,524</td>
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Costs associated with the funded routes in the County of Santa Fe provided by the District are integrated into the District's consolidated budget which also provides for routes in Rio Arriba County, Taos County and Los Alamos County. These funds have been budgeted and utilize a combination of RT GRT, Federal funds, and Los Alamos County contribution funds. The Fiscal Year 2020 budget provided funding for all existing routes including the new pilot contractual route for the Village of Angel Fire.
Attachments:

- NCRTD Board Resolution No. 2019-30
- City of Santa Fe Resolution No. 2019-30
- Los Alamos County Resolution No. 19-15
- County of Santa Fe Resolution No. 2019-88
North Central Regional Transit District (NCRTD)

Resolution No. 2019-30

ADOPTION OF THE FY20 ANNUAL SERVICE PLAN SUBMITTED BY THE CITY OF SANTA FE AND LOS ALAMOS COUNTY PROVIDING FOR SPECIFIC REGIONAL ROUTES FUNDED BY NCRTD REGIONAL TRANSIT GROSS RECEIPTS TAX (RTGRT)

WHEREAS, the NCRTD was created through legislative enactment NMSA 1978, Section 73-25-1, et seq.; and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the NCRTD Financial Policies Adopted by Board Resolution No. 2011-10 on November 4, 2011 provide a definition of regional services which if approved by the Board of Directors and if recurring funds are available may be funded by the allocation of NCRTD RTGRT; and,

WHEREAS, the NCRTD Financial Policies require that service plans from member entities that provide transit services, and which have routes that will expand existing regional routes or add new regional routes must submit their Transit Service Plan and the proposed regional routes to be funded by NCRTD RTGRT to the Board of Directors for approval; and,

WHEREAS, the City of Santa Fe and Los Alamos County operate their own transit systems and have had prior review and approval of the regional service routes contained in their transit service plans for FY 10, 11, 12, 13, 14,15, 16, 17, 18, 19 and 20; and,

WHEREAS, the NCRTD Board of Directors approved on March 4, 2011 the standardization of the cost allocation methodology which is a nationally recognized method for determining administrative and operating costs associated with the delivery of transit routes and which is utilized by the City of Santa Fe, Los Alamos County and the NCRTD; and,
WHEREAS, the NCRTD Board of Directors adopted Resolution No. 2013-04 on March 1, 2013 amending its Financial Policies to incorporate a formula for the annual allocation of RTGRT for existing regional services it approves on an annual basis; and

WHEREAS, the NCRTD Board of Directors has adopted a Fiscal Year 2020 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $1,051,855.00 for existing City of Santa Fe routes that have been deemed to meet the definition of regional services and which are incorporated into adopted City of Santa Fe Resolution No. 2019-30 Regional Service Transit Plan subject to budgetary restricts and reconsideration as identified in the NCRTD adopted Fiscal Year 2020 Budget; and,

WHEREAS, the NCRTD Board of Directors has also allocated in its Fiscal Year 2020 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $1,502,650.00 for existing Los Alamos County routes that have been deemed to meet the definition of regional services, which are incorporated into the Los Alamos County adopted 2020 Service Transit Plan by Resolution No. 19-15 subject to budgetary restricts and reconsideration as identified in the NCRTD adopted Fiscal Year 2020 Budget; and,

WHEREAS, the NCRTD Board of Directors requires that Atomic City Transit and Santa Fe Trails whom are recipients of regional services funding provide acknowledgement and notice to their patrons utilizing the regional transit routes and services funded with NCRTD RTGRT of NCRTD funding by means of prominent signage in a fashion acceptable to the NCRTD Executive Director or his Designee; and,

WHEREAS, the NCRTD Board of Directors acknowledges Santa Fe County Resolution No. 2019-88 and their conveyance letter submitting their recommended transit service plan to the North Central Regional Transit District which is inclusive of existing NCRTD provided routes servicing Santa Fe County; and,

WHEREAS, the NCRTD Board resolution No. 2009-13 provides the standards and practices for the implementation of new service routes to be operated by the District; and,

WHEREAS, the NCRTD’s 2014 adopted Five (5) Year Service Plan identifies routes to be provided by the District and future routes to be provided when sufficient recurring revenues are available; and,

WHEREAS, the NCRTD Board of Directors in adoption of its Fiscal Year 2020 budget has provided funding from various revenue sources for the provision of and continuation of all existing routes and trial routes provided by the NCRTD serving the Counties of Santa Fe, Rio Arriba, Taos and Los Alamos.

NOW THEREFORE BE IT RESOLVED that:

1. The NCRTD adopts the regional service plan submitted by the City of Santa Fe for FY 2020; and
2. The NCRTD adopts the regional service plan submitted by Los Alamos County for FY 2020; and
3. The NCRTD acknowledges the Transit Service Plan and associated requests submitted by Santa Fe County and directs staff to take appropriate action to assess and respond to County request.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 2nd DAY OF AUGUST 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2019-30

INTRODUCED BY:

Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

A RESOLUTION

ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT’S FY2020 BUDGET PROPOSAL; APPROVING THE CITY OF SANTA FE’S FY2020 REGIONAL TRANSIT PLAN; FUNDING THE MOUNTAIN TRAIL 255 ROUTE; AND DIRECTING STAFF TO SUBMIT THE CITY’S REGIONAL TRANSIT PLAN FOR FY2020 TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL.

WHEREAS, the North Central Regional Transit District (“NCRTD”) was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, and Tesuque Pueblo; and

WHEREAS, NCRTD Resolution 2008-14 states that “in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District”; and

WHEREAS, as a result of City of Santa Fe Resolution 2008-87, the City of Santa Fe joined
the NCRTD and soon thereafter expanded City delivered transit services to provide connecting
transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City’s expanded services include:

1. Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as
Rancho Viejo and Santa Fe Community College;

2. Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at
South Capitol station;

3. Santa Fe Pick-Up Historic District Shuttle operations, providing shuttle service to
and from the Rail Runner station at the Railyard and downtown destinations; and

4. Additional enhanced or “special service” provided to:
   a. accommodate visitors and residents alike;
   b. meet increased demand for Rail Runner transfers;
   c. Folk Art Market, Spanish Market, and Indian Market weekends; and
   d. annual community celebrations of Zozobra and the Canyon Road Farolito
      Walk; and

WHEREAS, the existing services provided by Santa Fe Trails have been deemed to meet the
definition of regional services as adopted by the NCRTD Board and incorporated into its financial
policies as amended on November 4, 2011 by Board Resolution No. 2011-10; and

WHEREAS, the NCRTD has identified funding in their FY 2020 budget proposal to keep
the aforementioned regional services, operated by the City, funded and running through FY 2020; and

WHEREAS, the NCRTD will reimburse the City for said regional transit services, upon
receipt of invoices for service delivered, up to a FY 2020 total of $1,051,855 subject to budgetary
restricts identified in its adopted FY 2020 Budget; and

WHEREAS, the City of Santa Fe shall pay up to $25,000 to the NCRTD for the Mountain
Trail 255 route, which will be deducted from the reimbursement to Santa Fe Trails on the first
quarterly reimbursement request by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF SANTA FE that the Governing Body hereby endorses the proposed FY2020 NCRTD
budget that continues to fund regional transit services provided by the City of Santa Fe on behalf of
the NCRTD, and that the aforementioned expanded services are approved as the City of Santa Fe
Regional Transit Plan for FY 2020, and upon approval by the NCRTD Board of Directors, is
incorporated in the NCRTD service plan.

BE IT FURTHER RESOLVED that the Governing Body will fund up to $25,000 for the
Mountain Trail 255 route.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the City of
Santa Fe Regional Transit Plan for FY2020 to the NCRTD Board of Directors for consideration and
approval.

PASSED, APPROVED, and ADOPTED this 12th day of June, 2019.

ATTEST:
ALAN WEBBER, MAYOR

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN McSHERRY, CITY ATTORNEY

Legislation/2019Resolutions/2019-30 NCRTD Transit Plan
INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 19-15

A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT’S FY2020 BUDGET PROPOSAL, APPROVING THE FY2020 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN, AND DIRECTING STAFF TO SUBMIT THE FY2020 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL

WHEREAS, the North Central Regional Transit District (NCRTD) was created in 2004 by agreement between the City of Española, Incorporated County of Los Alamos, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

WHEREAS, the District has subsequently added Nambé Pueblo, Taos County, the Town of Taos and the Town of Edgewood, Village of Chama to its membership; and San Juan Pueblo is now known as Ohkay Owingeh; and

WHEREAS, regional transit gross receipts tax redistributed by NCRTD is an important and significant local funding source for transit and NCRTD has developed a funding allocation formula that allocates funding for regional transit services to Los Alamos County (County); and

WHEREAS, NCRTD Resolution 2009-07 states that “the NCRTD Board has the authority and duty to monitor the use of funds it furnishes to members, to coordinate the overall transportation policy within its service area, and to account to the State of New Mexico for its activities;” and

WHEREAS, the coordination of service plans with NCRTD is primary to an effective regional transit system; and

WHEREAS, each member shall submit locally approved service plans to the NCRTD Board in order for such plans to be included in the NCRTD Regional Service Plan, to ensure that transit services funded by the regional transit gross receipts tax meet the criteria established by NCRTD Resolution 2011-10, as amended, and that regional transit services are effectively coordinated by NCRTD; and

WHEREAS, the existing services provided by the County have been deemed to meet the definition of “regional public transit” as adopted by the NCRTD Board and incorporated into its financial policies by NCRTD Resolution 2011-10, as amended; and

WHEREAS, NCRTD has identified funding in its FY2020 budget proposal to keep the aforementioned regional services, operated by the County, funded and running through FY 2020; and

WHEREAS, NCRTD will reimburse the County for said regional transit services, upon receipt of invoices for services delivered, up to a FY2020 a total of ONE MILLION FIVE HUNDRED TWO THOUSAND SIX HUNDRED FIFTY DOLLARS ($1,502,650).
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS that the Council hereby endorses the proposed FY2020 NCRTD budget that continues to fund regional transit services, as identified above, that the Incorporated County of Los Alamos currently provides on behalf of NCRTD, and that the regional services compose and are approved as the Los Alamos County Regional Transit Plan for FY2020, and upon approval by the NCRTD Board of Directors, are incorporated in the NCRTD Regional Service Plan.

PASSED AND ADOPTED this 9th day of July 2019.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

[Signature]

Sara C. Scott
Council Chair

ATTEST: (Seal)

[Signature]

Naomi D. Maestas
Los Alamos County Clerk
Continuation of Existing NCRTD Funded Routes

<table>
<thead>
<tr>
<th>Route Description</th>
<th>FY20 Cost Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 2 White Rock (Park &amp; Ride, White Rock &amp; NCRTD Linked)</td>
<td>$ 750,000</td>
</tr>
<tr>
<td>Enhanced Services (Park &amp; Ride and White Rock Linked)</td>
<td>$ 680,000</td>
</tr>
<tr>
<td><strong>Note:</strong> 30 minute service all day Route 3 &amp; 4 Peak Service on Route 6 and Route 1</td>
<td></td>
</tr>
<tr>
<td>Route 11 Afternoon Express (White Rock to Los Alamos)</td>
<td>$ 80,000</td>
</tr>
<tr>
<td><strong>Continuation of Existing NCRTD Routes:</strong></td>
<td>$ 1,510,000</td>
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</tbody>
</table>

New Expanded Weekend Pilot Service

Pilot Route 2 Peak service from White Rock to Los Alamos summer seasonal service beginning mid May 2020 $ 120,000

LAC FY20 Billable Capital

A combination of Local Share of Grant Capital Awards (Vehicles, Bus Shelters & Bus Stops, AVA System, Upgrades to Bus Shelters, and Bus Stop Improvements), Upgrade or replacement of existing vehicle video & audio system. $ 250,000

**FY20 ESTIMATED BILLABLE:** $ 1,760,000

| FY20 NCRTD GRT BUDGETED FOR LAC: | $ 1,502,650 |
| Estimated Amount Underfunded in FY20: | $ (257,350) |

Notes: Cost of routes and capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.
<table>
<thead>
<tr>
<th>NCRTD Summary</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>GRT Contributions - RailRunner</td>
<td>2,205,859</td>
<td>2,458,051</td>
<td>2,206,000</td>
<td>2,405,004</td>
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<td>GRT Contributions - Atomic Transit</td>
<td>1,419,900</td>
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<td>GRT Contributions - Santa Fe Trail Transit</td>
<td>880,300</td>
<td>1,611,150</td>
<td>1,026,620</td>
<td>1,026,620</td>
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<td><strong>Total Non-Operating Expenses</strong></td>
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<td>4,415,701</td>
<td>4,633,220</td>
<td>4,836,624</td>
<td>4,968,755</td>
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<td><strong>Capital Outlay</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Maintenance Facility &amp; Other Construction Projects</td>
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<td>-</td>
<td>584,366</td>
<td>113,166</td>
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<td>Facilities Improvements</td>
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<td>Parking Structures</td>
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<tr>
<td>Computers</td>
<td>54,251</td>
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<td>Furniture &amp; Fixtures</td>
<td>2,257</td>
<td>195</td>
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<tr>
<td>New Vehicle and Commuter Replacements</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>85,590</td>
</tr>
<tr>
<td>Vehicle Equipment &amp; Components</td>
<td>-</td>
<td>34,996</td>
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<td>-</td>
<td>272,542</td>
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<tr>
<td>New Bus &amp; Bus Replacements</td>
<td>1,472,843</td>
<td>320,076</td>
<td>901,598</td>
<td>1,019,889</td>
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<td>Bus Shelters Non TAP</td>
<td>148</td>
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<td>110,000</td>
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<td>Bus Shelters Improvements - TAP</td>
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<td>242,932</td>
<td>234,000</td>
<td>378,911</td>
<td>960,000</td>
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<tr>
<td>Tech. Improvements</td>
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<td>229,000</td>
<td>205,000</td>
<td>518,162</td>
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<tr>
<td>Other Capital Expenses</td>
<td>425,867</td>
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<td>193,000</td>
<td>211,265</td>
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<tr>
<td><strong>Total Capital Outlay Expenses</strong></td>
<td>2,124,819</td>
<td>604,358</td>
<td>2,254,564</td>
<td>1,996,291</td>
<td>8,508,196</td>
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<tr>
<td><strong>Total Overall Expenses</strong></td>
<td>$12,058,948</td>
<td>$11,104,782</td>
<td>$13,175,987</td>
<td>$12,656,132</td>
<td>$20,217,621</td>
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</tbody>
</table>
THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

RESOLUTION NO. 2019 - 88

A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE PLAN FOR FY 2020 AND TO DIRECT STAFF TO SUBMIT THAT TRANSIT SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS, Resolution No. 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, in 2004, the North Central Regional Transit District ("NCRTD") was created by agreement of Santa Fe County ("County"), City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, and City of Santa Fe, and Tesuque Pueblo; and

WHEREAS, Ordinance No. 2008-14 imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%), and stated that "Revenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act"; and

WHEREAS, the NCRTD considers the County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation; and

WHEREAS, in 2015, the Board of County Commissioners ("Board") adopted Resolution No. 2015-155, establishing the County General Plan and Sustainable Growth Management Plan, which commits the County to "[c]oordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use."

Page 1 of 2
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board adopts the FY 2020 County Regional Transit Plan attached hereto as Exhibit A;

2. The Board directs County staff to submit the FY 2020 County Regional Transit Plan to the NCRTD.

PASSED, APPROVED, AND ADOPTED THIS 9TH DAY OF JULY, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Anna T. Hamilton, Chair

By: Geraldine Salazar
Santa Fe County Clerk

Date: 7-9-2019

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

COUNTY OF SANTA FE ) BCC RESOLUTIONS
STATE OF NEW MEXICO ) ss
I Hereby Certify That This Instrument Was Filed for
Record On The 18TH Day Of July, 2019 at 11:41:58 AM
And Was Duly Recorded as Instrument # 1890845
Of The Records Of Santa Fe County

Deputy
County Clerk, Santa Fe, N.M.

Witness My Hand And Seal Of Office:
Geraldine Salazar
County Clerk, Santa Fe, N.M.
Exhibit A
Santa Fe County Transit Plan for FY 2020

 ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

  ROUTE 2 SHERIDAN ST., CERRILLOS RD, SANTA FE PLACE
  ROUTE 4 SHERIDAN ST., ST. FRANCIS, SANTA FE PLACE
  ROUTE 22 - IAIA/SFCC, SUPER WALMART, NM 599 RR STATION
  SANTA FE PICKUP- DOWNTOWN LOOP SHUTTLE, MUSEUM HILL
  SHUTTLE

 ROUTES FUNDED AND OPERATED BY NCRTD

  ROUTE 150 CHIMAYO
  ROUTE 160 SANTA CLARA
  ROUTE 200 SANTA FE
  DIAL-A-RIDE- POJOAQUE & NAMBE PUEBLOS
  ROUTE 220 TESUQUE
  ROUTE 230 SAN ILDEFONSO
  ROUTE 260 LA CIENEGA
  ROUTE 270 TURQUOISE TRAIL
  ROUTE 280 ELDORADO
  ROUTE 290 EDGEWOOD
  ROUTE 400 LOS ALAMOS

* ROUTE 255 MOUNTAIN TRAIL

*Route 255 Mountain Trail Route partially funded by Santa Fe County
Exhibit B

Santa Fe County Transit Service Plan NCRTD Funded Routes

Operated by the City of Santa Fe

Route 2 This route begins at the transit center on Sheridan Street and terminates at the Santa Fe Place Mall with stops on Guadalupe St. and Cerrillos Road. The route connects with the NM Rail Runner Express at the Santa Fe Depot and the South Capital Station. Annual Ridership from July 1, 2017 to June 30, 2018 was 30,130.

Route 4 This route begins at the Sheridan St. Transit Center and terminates at the Santa Fe Place Mall. It has stops along St. Francis Dr., Siringo Rd. and Camino Carlos Rey. The route connects with the NM Rail Runner Express at the Santa Fe Depot and the South Capital Station. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,648.

Route 22 This route serves the Santa Fe Place Mall-Santa Fe Community College corridor. Stops include Rancho Viejo, IAIA, the NM Human Services Dept., Super Walmart on Cerrillos Road, and the NM 599 Rail Runner Station. This route connects with other routes at the Santa Fe Place Mall transit hub. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,803.

Santa Fe Pick-Up: Specials, Downtown and Museum Hill Loop Shuttles The Santa Fe Pick-Up is a free downtown shuttle. It is a circular route with stops at the Capitol, Cathedral, Main Library, City Hall, Convention Center, Plaza, Eldorado and Hilton Hotels, Canyon Rd., Alameda St. and Paseo de Peralta. The Shuttle service meets weekday and Saturday Rail Runner trains at the Depot. The Museum Shuttle is a circular route that provides service to Museum Hill, St. Johns College, the Children’s Museum and connects with the Downtown Shuttle. Downtown Shuttle headways are every 10 minutes, Museum Shuttle headways are every 30 minutes. Annual Ridership from July 1, 2017 to June 30, 2018 was 85,516.

Operated by the NCRTD

Route 150 Chimayo This route serves the Española-Chimayo corridor, with stops at the Española Transit Center, Sombrillo, Santa Cruz, La Puebla, Chimayo, Cordova, Truchas and Las Trampas. For westbound travel from El Santuario de Chimayo parking lot, there are 5 morning and 4 evening trips. For eastbound travel from the El Santuario de Chimayo parking lot, there are 4 morning and 4 evening trips. Annual Ridership from July 1, 2017 to June 30, 2018 was 10,293.

Route 160 Santa Clara This route serves the Santa Clara Pueblo, Espanola, Hernandez, Chamita, the Ohkay Owingeh Pueblo, the Pojoaque Pueblo and Santa Fe. It connects with many other transit agency routes, including Ohkay Owingeh’s Po’pay Messenger. The route has 22 stops with two morning and two evening runs. The first morning run and the last evening run provides transit connections at the Sheridan St. Transit Center and at the South Capital Station. These runs also have stops at the Santa Fe Indian School and the Santa Fe Indian Hospital on Cerrillos Road. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,299.

Route 200 Santa Fe This route serves the Española-Santa Fe corridor, with stops at the Española Transit Center, Pojoaque Cities of Gold Casino, Sheridan St. Transit Center, and the South Capital
Station. The route connects with other NCRTD Routes, NMDOT Park and Ride, NM Rail Runner Express and Santa Fe Trails. Annual Ridership from July 1, 2017 to June 30, 2018 was 18,996.

**Route 210 Pojoaque & Nambé Pueblos Dial-A-Ride** This dial-a-ride service provides more flexibility in trip scheduling than its preceding Route 210 fixed-route service. The service operates subscription and reservation-based transportation within the Pueblos from 8:00am to 4:00pm, Monday through Friday. Annual Ridership from July 1, 2017 to June 30, 2018 was 4,489.

**Route 220 Tesuque** This route serves the Tesuque-Santa Fe corridor. The AM peak hour, the PM peak hour and midday service each have a southbound and northbound trip that operates between Santa Fe and the Espanola Transit Center. Commute options are provided with connections to Santa Fe Route 200 and Santa Clara Route 160. Annual Ridership from July 1, 2017 to June 30, 2018 was 7,752.

**Route 230 San Ildefonso** This route serves the San Ildefonso-Pojoaque corridor. It has two westbound trips in the morning and evening. It has two eastbound trips in the morning and one in the evening. This route has stops in the San Ildefonso Pueblo, along County Road 84, and in Pojoaque. Connections to NMDOT Park and Ride and other RTD routes are available at the Pojoaque Cities of Gold Casino. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,535.

**Route 255 Mountain Trail** The Mountain Trail is a premium, recreation-based route which operates a winter and a non-winter schedule to support camping, skiing and cycling activities. The non-winter schedule is from Apr. 2 (last day of ski season) to Nov./Dec. (opening of ski season) and has two runs a day during the week and three times a day on the weekend. The winter schedule is from Nov./Dec. to Apr. 2, has three runs a day during the week and six runs a day on the weekends. This route has stops at the South Capitol Station, downtown Santa Fe, Fort Marcy Park, Black Canyon Campground, Hyde Memorial State Park, Ten Thousand Waves resort, Aspen Vista Picnic Ground and Ski Santa Fe. The cost for this premium route is $5.00. Annual Ridership from July 1, 2017 to June 30, 2018 was 4,546.

**Route 260 La Cienega** The La Cienega Route serves La Cieneguilla, La Cienega, and Santa Fe, with stops at the La Cienega Community Center, Los Pinos Road, NM Human Services Dept., the VA Clinic, Super Walmart and the Santa Fe Place mall. There are three roundtrips per day: morning, midday, and afternoon, Monday through Friday. Annual Ridership from July 1, 2017 to June 30, 2018 was 1,289.

**Route 270 Turquoise Trail** This route serves the Madrid-Cerrillos-Santa Fe corridor, with stops at the NM599 Rail Runner Station, the National Guard complex, the State Penitentiary, the Santa Fe County Detention facility, the Turquoise Trail Fire Department and the towns of Cerrillos and Madrid. There are two morning round trips and two evening round trips Annual Ridership from July 1, 2017 to June 30, 2018 was 4,917.

**Route 280 Eldorado** This route serves the Eldorado-Santa Fe corridor, with stops at the Agora shopping center in El Dorado, St. Vincent’s hospital, South Capitol Station, State Capitol and the Sheridan St. Transit Center. There are three morning roundtrips and two afternoon roundtrips. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,753.
Route 290 Edgewood This route serves the Edgewood-Santa Fe corridor, with stops at the Edgewood Senior Center, the towns of Moriarty, Stanley and Galisteo, the Sheridan Ave. Transit Center, and the Santa Fe Detention Center. There is one northbound trip in the morning and one southbound trip in the evening. Annual Ridership from July 1, 2017 to June 30, 2018 was 5,761.

Route 400 Los Alamos—This route serves the communities of Los Alamos, San Ildefonso Pueblo, Pojoaque Pueblo, Santa Clara Pueblo and Espanola. The route has one morning eastbound run and one afternoon westbound run, with connections to other NCRTD routes, Atomic City Transit and NMDOT Park and Ride. Annual Ridership from July 1, 2017 to June 30, 2018 was 1,380.
Title: Discussion and Consideration of Resolution No.2019-31 Adopting the Amendment of the ADA Complementary Paratransit Service and Demand-Response and Dial-a-Ride Service Policies and Procedures

Prepared By: Delilah D. Garcia, Transit Operations and Facilities Director

Summary: On Monday, September 17, 2018, the New Mexico Department of Transportation Transit and Rail Division (NMDOT) conducted a Technical Assistance and Review Site Visit of the NCRTD. The final report called out a deficiency in the Demand, Dial A Ride and Paratransit Policies related to Passengers requiring Personal Care Attendants per 49 CFR 37.5 (Nondiscrimination. (e) An entity shall not require that an individual with disabilities be accompanied by an attendant.)

Background: The NCRTD Board adopted the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in July of 2011. Amendments have subsequently been presented to the Board, due to changes in federal regulation, recommendations from NMDOT site visits or when clarification of the polices are necessary.

The proposed resolution 2019-31 adopts the updates to the ADA Complementary Paratransit Service and Demand-Response and Dial A Ride Service Policies and Procedures that were most recently approved by the Board on January 4, 2019.

Additional changes include:

- Removal of the requirement of a Personal Care Attendant from the Demand Policy.
- The District has replaced this language with “If an individual needs assistance beyond this, The District recommends that he/she be accompanied by a personal care attendant or companion.
- Include the Demand Service within the Town of Taos as a permanent service.
• Reduce the ADA Complementary Service boundary in Espanola from 15 miles to 1 ½ miles.
• Any ADA eligible passenger wishing to travel outside the 1 ½ mile boundary but within the 15-mile boundary will not be charged the $1.00 demand fare.
• Specifies that Transit Operators are not to physically lift passengers or handle their personal belongings.

**Recommended Action:** It is recommended that the board consider adopting Resolution No. 2019-31 an Amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures to reflect the removal of the Personal Care Attendant requirement.

**Options/Alternatives:**

• Do not adopt the amendment of the ADA Complementary Paratransit Service, Demand-Response and Dial A Ride Policies and Procedures. That would be contrary to the Board’s prior direction and approval; or
• The Board could recommend no action at this time; or
• The Board could request that staff return with modifications to address their concerns.

**Fiscal Impact:**

None

**Attachments:**

• Resolution 2019-31
• Amended ADA Complementary Paratransit Service, Policies and Procedures
• Amended ADA Application
• Amended Demand and Response Service and Dial-a-Ride Policies and Procedures
North Central Regional Transit District (NCRTD)

Resolution No. 2019-31

ADOPTING AMENDMENTS TO THE ADA COMPLEMENTARY PARATRANSIT SERVICE AND DEMAND RESPONSE AND DIAL-A-RIDE POLICIES AND PROCEDURES

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the Board adopted the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in July 2011; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in April 2014 to include Dial-A-Ride Services; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in November 2014 to separate the ADA Complementary Paratransit and Demand-Response and Dial a Ride Policies and Procedures; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in December 2016 to update the No Show Policy; and

WHEREAS, an amendment of the ADA Complementary Paratransit Service and Demand-Response and Dial-A-Ride Policies and Procedures is necessary to make changes
recommended by New Mexico Department of Transportation after their September 17, 2018 Technical Assistance and Review Site Visit.

NOW THEREFORE BE IT RESOLVED THAT: The Board adopts the attached amendments to the ADA Complementary Paratransit Service and Demand-Response and Dial a Ride Policies and Procedures:

ADA Complementary Paratransit Plan Revision dated 7-19-19
Demand Response Plan Amendment dated 7-19-19

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 2nd DAY OF AUGUST 2019.

________________________________________
Daniel Barrone, Chair

Approved as to form:

________________________________________
Peter Dwyer, Counsel
ADA Complementary Paratransit Service
Policies & Procedures

North Central Regional Transit District

August 2019

Adopted August 2, 2019 by Board Resolution No.
Table of Contents

I. General .................................................................................................................................................................... 4
   Goal ............................................................................................................................................................................... 4
   Policy .......................................................................................................................................................................... 4
   Purpose ...................................................................................................................................................................... 4
   Objectives .................................................................................................................................................................. 4

II. Operations .............................................................................................................................................................. 5
   General .......................................................................................................................................................................... 5
   Service Area .............................................................................................................................................................. 5
   Reservations and Response Time .......................................................................................................................... 7
   Fares .............................................................................................................................................................................. 8
   No Trip Purpose Restrictions .................................................................................................................................. 8
   Hours and Days of Service ....................................................................................................................................... 8
   No Capacity Constraints .......................................................................................................................................... 9
   Inclement Weather .................................................................................................................................................. 10
   Lost and Found ......................................................................................................................................................... 10

III. Eligibility and Certification Procedures ............................................................................................................. 10
   General Eligibility ..................................................................................................................................................... 10
   Trip-By-Trip Eligibility ......................................................................................................................................... 11
   Eligibility for Visitors and Out-of-Area Residents .............................................................................................. 11
   Application Process ................................................................................................................................................ 12

IV. Passenger Responsibilities ...................................................................................................................................... 13
   General Passenger Condition .................................................................................................................................. 13
   Reservations ............................................................................................................................................................. 14
   Riding ADA Complementary Paratransit Service ................................................................................................. 14
   Transportation of Children ..................................................................................................................................... 15
   "No Shows" and Cancellations ............................................................................................................................... 16
Accommodation of Wheelchairs and Mobility Devices ................................................................. 16
Personal Care Attendants and Companions .................................................................................. 16
Service Animals and Pets .............................................................................................................. 17
Carry-On Packages ...................................................................................................................... 17
V. Public Involvement .................................................................................................................. 17
Goal .............................................................................................................................................. 17
Consumer Satisfaction Surveys ..................................................................................................... 17
Public Hearings ............................................................................................................................ 17
Focus Groups ............................................................................................................................... 18
VI. Public Information Dissemination .......................................................................................... 18
Goal .............................................................................................................................................. 18
Accessible Formats ...................................................................................................................... 18
VII. Appeal Procedures .................................................................................................................. 18
Goal .............................................................................................................................................. 18
Appeal Procedure ......................................................................................................................... 18

Exhibits Map - Service Area
I. General

Goal

It is the goal of the North Central Regional Transit District (NCRTD) through its ADA complementary paratransit service, to design, implement and maintain an efficient and effective transportation system for persons with disabilities who are "ADA paratransit eligible."

Policy

It is the policy of the NCRTD, in accordance with the Code of Federal Regulations, Title 49, Volume 1, Part 37, Subpart F, Section 37.121 that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by the NCRTD that receives or benefits from federal financial assistance.

Purpose

The ADA complementary paratransit service was developed to provide safe and efficient transportation within the Espanola and Town of Taos areas to persons with disabilities who are "ADA paratransit eligible."

Objectives

The specific objectives of the ADA complementary paratransit service are:

1. To provide origin to destination complementary paratransit service to include curb-to-curb and based on special need, door-to-door, demand response transportation on specially equipped vehicles designed to accommodate persons with disabilities.

2. To maintain a trained staff for the operation and control of the service.

3. To provide on-going mechanisms for persons with disabilities to provide input on ADA complementary paratransit service, policies and procedures.

4. To provide all public information tools on the NCRTD services in accessible formats.
II. Operations

General

ADA complementary paratransit service is provided in accordance with the six service criteria established by the U.S. Department of Transportation for ADA paratransit operations: service area, response time, fares, trip purpose restrictions, hours and days of service and capacity constraints.

Service Area

1. Complementary ADA Service for Espanola and Town of Taos Area Fixed Routes

ADA complementary paratransit service shall be provided to origins and destinations within ¾ mile of fixed route services and within the core service area.

Para-transit service will also be offered within a 1 1/2-mile radius of the Espanola Transit Center located at Paseo de Onate at Calle Espinosa.

ADA Eligible passengers within the City of Espanola and Rio Arriba County outside of the 1 ½ mile radius up to 15 miles of the Espanola Transit Center can request demand service at no cost to the passenger.

Fixed Routes within the Espanola/Rio Arriba County 15-mile radius zone are:

#100 Riverside Route
#110 Westside/Crosstown Route
#150 Chimayo- Las Trampas Route up to the East Cordova entrance.
#160 Santa Clara Route

ADA complementary paratransit service shall also be provided to origins and destinations within ¾ mile of fixed route service and within the core service area of the Town of Taos.

Fixed Route within the Town of Taos radius zone are:

#340 Red Route

2. Complementary ADA Paratransit Service on all Regional Area* Fixed Routes

For all other NCRTD operated routes the fixed route bus will “flex” up to ¾ of a mile on paved and/or graveled roads for qualifying persons with disabilities. These are “origin to destination” transportation services for persons with disabilities who
cannot use the fixed bus service. The type of ADA service provided is origin to destination service via curb-to-curb or door to door as needed, when roadway conditions permit.

Individuals who wish to be considered for this service will need to complete an application, have the information verified by a medical professional, and be certified by the NCRTD as ADA eligible. There is no cost for this service.

Regional Area Fixed Routes are:

#150 Chimayo  
#160 Santa Clara  
#170 Jicarilla  
#180 El Rito  
#190 Chama  
#200 Santa Fe  
#220 Tesuque  
#230 San Ildefonso  
#255 Mountain Trail  
#260 La Cienega  
#270 Turquoise Trail  
#280 Eldorado  
#290 Edgewood  
#300 Taos  
#305 Taos Express  
#310 Red River  
#320 Questa  
#330 Penasco  
#341 TSV Green  
#350 UNM Taos  
#360 Tres Piedras  
#400 Los Alamos

3. ADA Service - Regional Fixed Route -Safety and Road Requirements

- Roads must be paved or graveled, meet minimal local county maintenance standards;
- Be regularly maintained by the local jurisdiction, including snow removal;
- Have sufficient drainage during heavy rains or during periods of flash flooding;
- Be of sufficient width for 2 large vehicles to operate side to side in either direction;
- Have overhead clearance of at least 12’;
- Have within reasonable distance from pick up/drop off location a wide point or pullout that would facilitate turning around a 40’ vehicle.
• Locations where lift service is required must have a flat level surface to ensure safe lift deployment. The Transit Operations Director or their designee will make the final determination as to roads meeting the standards listed above.

4. **ADA Service To/From Areas Where ADA Service Is Provided by An Agency Other Than NCRTD**

In areas where ADA service is being provided by an agency other than the NCRTD, Flex Service can be scheduled to and from common connecting/transfer points where both the other agency and the NCRTD's services meet for passenger transfers. It is the responsibility of the passenger to schedule with the other agency for connecting service required to complete their trip. Pre-qualification and fares for ADA services with another agency may be required.

**Other agencies that connect with the NCRTD are:**

City of Santa Fe, Santa Fe Trails/Santa Fe Rides  
505-955-2001  
866-554-7433 - toll free

Los Alamos County, Atomic City Transit  
505-661-7433  

Red River Miner's Transit  
575-770-5959

Ohkay Owingeh Popay Messenger Service  
505-852-4014

NMDOT Park &  
Ride 505-424-1110

New Mexico Rail Runner 866-795-7245 - toll free

**Reservations and Response Time**

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and may be made up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription
Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior to the desired trip time, and may be made up to four (4) days in advance.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. NCRTD’s voice messaging service is available for requests made one day prior on weekends or holidays between the hours of 6:00 a.m. and 5:00 p.m. for service on Monday or the day after a holiday. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a 30-minute time frame (see Riding ADA Complementary Paratransit Service, Section IV. C).

**Fares**

The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare on NCRTD's fixed-route system. Thus, no fare will be charged for ADA certified passengers who are picked up and delivered within ¾ of a mile from a fixed route.

Personal care attendants ride free with passengers who need assistance while boarding, riding, or alighting from a vehicle. Passengers must state the need for a personal care attendant on the ADA paratransit eligibility certification application. Dispatcher must be notified at the time the reservation that a personal care attendant will also be riding.

Passenger companions are allowed on a space availability basis. Each companion will pay the same fare as the ADA paratransit eligible individual they are accompanying. There is no additional fare charged for companions within the ¾ mile zone of a fixed route. See section VII, D. for fares companions outside the ¾ mile zone.

**No Trip Purpose Restrictions**

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

**Hours and Days of Service**

The ADA complementary paratransit service shall operate from 6:00 a.m. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided. Other than flex route
#255 Mountain Trail Route, #305 Taos Express Route and #341 TSV Green Route which provide Saturday and Sunday service.

Service is not offered on the following holidays:
Exclusion ADA flex routes #255 Mountain Trail Route, #305 Taos Express Route and #341 TSV Green Route

- New Year's Day
- Dr. Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

No Capacity Constraints

NCRTD will not constrain capacity by 1) restricting the number of trips an individual will be provided; 2) maintaining waiting lists for access to the service; or 3) any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

The following performance data will be collected and monitored by the NCRTD for the purpose of establishing whether capacity constraints exist:

1. Number of missed calls on the trip reservation line. Missed calls will be measured by the amount of reservation calls that roll over and go to voicemail.

2. Number of late pick-ups or drop-offs for initial or return trips. A pick-up or drop-off is considered late when it is more than twenty (20) minutes past the scheduled pick-up or drop-off time.

3. Number of trip denials or missed trips. Trip denials include rides that are accepted outside the hour scheduling window. Declined round trips will be counted as two (2) denials when one leg of a round trip cannot be scheduled within the hour window and the requester declines the round trip.
4. **Number of late pick-ups.** A pick-up is considered late when the bus arrives after the pick-up window.

5. **Number of trips with excessive lengths.** Excessive trip length is defined as a trip that takes longer than a reasonable time traveled on a fixed route, including travel time to the bus stop, wait time for the bus, and travel time from the bus stop.

If, after analysis of the above performance data, NCRTD determines that there is an increase in demand when administering its ADA complementary paratransit service, NCRTD shall increase its capacity to respond to peaks in demand in a way that is comparable to dealing with changes in demand on the fixed route system.

ADA paratransit eligible persons shall have priority on the ADA complementary paratransit service, and tracking for capacity constraints shall be done separately for ADA paratransit eligible persons and others who may use the service.

**Inclement Weather**

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

**Lost and Found**

Neither NCRTD will be responsible for items left on vehicles. However, if found, the item(s) will be held for a maximum of thirty (30) days.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger’s item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

**III. Eligibility and Certification Procedures**

**General Eligibility**

To receive ADA complementary paratransit service, individuals must be certified "ADA paratransit eligible," per the Americans with Disabilities Act of 1990, to include:

1. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.
2. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of time, when such a vehicle is not being used to provide designated public transportation on the route.

3. Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

Generally, the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?

2. Can the individual board, utilize and disembark the vehicle at the bus stop?

3. Can the individual recognize the destination and disembark the bus?

4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

**Trip-By-Trip Eligibility**

While there are some passengers who are eligible to ride ADA complementary paratransit service for all their transportation needs, most passengers are certified for service on a trip-by-trip basis. In other words, passengers who may normally be able to ride NCRTD fixed-route service may be eligible for certain trips on the Curb-to-Curb or Origin to destination service. Examples include:

1. An impairment-related condition that makes the person severely sensitive to cold or hot temperatures.

2. A person unable to maneuver a wheelchair through snow.

3. An individual with cognitive disabilities who must use a route other than the one he/she has learned or been trained to ride.

4. An individual who must travel an alternate route due to circumstances, where this alternate route is inaccessible to persons with disabilities.

**Eligibility for Visitors and Out-of-Area Residents**
Visitors to the Espanola and the Town of Taos area who present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside shall be allowed to use the NCRTD service. If a visitor does not present such documentation, NCRTD may require the visitor to present documentation of his/her place of residence and, if the individual's disability is not apparent, of his/her disability. NCRTD will not require a functional assessment and will accept a self-certification from the visitor that he/she is unable to use fixed route transit.

NCRTD shall make the service available to visitors for any combination of twenty-one (21) days during any 365-day period beginning with the visitor’s first use of the service.

The location of an applicant's residence is not a factor in determining eligibility. Persons living outside the service area can be certified for the ADA complementary paratransit service. However, only trips with both an origin and destination inside the service area will be provided.

**Application Process**

The applicant shall return the completed ADA Paratransit Application to the NCRTD office in either Espanola or the Town of Taos to be considered complete, all of the information requested on the application must be entered and the application must be signed by the applicant.

In addition, the Professional Verification Form must be completed and signed by a qualified licensed professional.

Once the completed application is received in our offices an interview will be scheduled between the applicant and a NCRTD representative in order to complete the certification process.

Applicants can request transportations to and from the NCRTD offices in Espanola or Taos for in person interviews.

*See Exhibit A, Paratransit Application.*

NCRTD staff will attempt to make a determination from the information included in the ADA Paratransit Application. Should the staff be unable to make a determination based upon the information provided, they may request clarification from the applicant or the professional who completed the Professional Verification Form.

If a determination still cannot be made, NCRTD may require applicants to submit to a functional assessment to determine if they can use the regular fixed-route bus service. NCRTD will pay the cost of the functional assessment as well as provide transportation to and from the appointment.

NCRTD staff will normally make a determination regarding eligibility within twenty on
(21) days of receipt of a complete ADA Paratransit Application. Should the staff fail to make such a determination within the twenty-one (21)-day period, the applicant will be "presumed eligible" until such time a determination has been made.

When applications are approved, applicants will be notified by mail they have been certified to use ADA complementary paratransit service for three (3) years, if they are permanently disabled; or for a shorter, specified time if their disability is temporary. Certified passengers may begin using service immediately following notification.

Approved applicants must recertify for paratransit service every three (3) years or when their physical address has changed.

Recertification applications must include an updated Professional Verification Form. The form must be thoroughly completed and signed by a qualified licensed professional.

At any time during a passenger's three (3) year certification, NCRTD staff may require the certified passenger to submit a new ADA Paratransit Application if there is sufficient cause to believe the passenger's condition has changed making the person no longer "ADA paratransit eligible."

Applicants who are deemed ineligible for ADA complementary paratransit may appeal by following the procedure established in Section VIII, Appeal Procedures. Applicants denied service may reapply for the service at any time.

All passenger information will be kept confidential by the NCRTD staff unless a release is required by law or court order.

IV. Passenger Responsibilities

General Passenger Condition

All passengers must be able to sit in a bus seat or wheelchair in order to be transported.

Any passenger whose medical condition is such that the passenger is incoherent or requires immediate medical attention to sustain life may be denied service. ADA complementary paratransit service is to be considered a "common carrier" and does not perform ambulance or emergency service.

If the driver reasonably believes a passenger's physical condition or conduct is hazardous, or if a passenger possesses weapons, instruments or equipment that are reasonably believed to be dangerous, or if the passenger presents a direct threat to others, service may be terminated immediately. The passenger will be notified of his/her right to appeal the termination and NCRTD will hear the appeal as soon as reasonably possible.
Reservations

Reservation for service are accepted one (1) day or up to four (4) days in advance prior to the desired trip time. Same day reservations are accepted on a space available basis. In order to schedule a trip, one must speak (either in person or via telephone messaging) with NCRTD staff that will require the following in scheduling a trip:

1. Name
2. Phone Number
3. Pick-Up Address
4. Destination Address
5. Desired Pick-Up Time
6. Desired Drop-Off Time (Appointment Time)
7. Total number of passengers including personal care attendants or companions
8. If Round Trip, Approximate Time of Return Trip

Passengers can schedule service by calling NCRTD at 1-866-206-0754 from 6:00 a.m. to 5:00 p.m. the day prior to service. Requests made one day prior on weekends or holidays between the hours of 6:00 a.m. and 5:00 p.m. for reservations for service on Monday or the day after a holiday shall be accepted as received on the NCRTD's voice messaging service.

Riding ADA Complementary Paratransit Service

Paratransit passengers shall be ready to go fifteen (15) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:15 a.m. and 9:45 a.m.

This thirty (30) minute window (consisting of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available vehicle will be dispatched to pick up
the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location, or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

Locations where lift deployment is required must have flat level surfaces to ensure safety for the client and safe operation of the lift.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first drop off and the second pick up for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger’s home under any circumstance.

Drivers are not permitted to maneuver a wheelchair for the passenger, outside of loading and unloading the passenger onto the wheelchair lift and into the bus for securement and transporting. This rule is provided for the safety of the passenger and the driver.

Drivers are not permitted to physically lift passengers.

Drivers are not permitted to handle passengers’ personal belongings.

If all other passengers on the vehicle are required to wear seat belts, ADA complementary paratransit service passengers shall also be required to wear seat belts. A physician's statement of a passenger's physical inability to wear a seat belt may waive this requirement.

Profanity or abusive conduct shall not be permitted and may result in suspension or termination of service.

Eating or smoking is not allowed on NCRTD vehicles. Drinking is permissible only from a hard container with a Snap-On or screw type lid.

**Transportation of Children**

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age
accompany them during transport.

"No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all “no shows” will be maintained at the “NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has three or more no-shows.

Circumstances beyond the passengers control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Transit Operations Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

Accommodation of Wheelchairs and Mobility Devices

A wheelchair is a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. NCRTD will accommodate wheelchairs unless the wheelchair is too wide or heavy to be accommodated by the lift or the wheelchair will block the aisle.

All wheelchairs and other mobility devices must be secured to the floor of the vehicle using the securement equipment. The drivers will make every effort not to damage wheelchairs with the securement straps and hooks. Service will be provided even when the wheelchair cannot be secured to the driver’s satisfaction.

In the case where a mobility device is incapable of being properly secured by the securement devices, the driver will notify the rider and will recommend the rider transfer to a seat. In those cases, it will be up to the rider to decide to continue with the ride.

Personal Care Attendants and Companions

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his/her personal needs) may ride with the eligible individual at no cost. The personal care attendant must board and alight at the same stops as the passenger.

Passengers are guaranteed a seat for at least one companion. Additional companions will be scheduled on a space-available basis. Companions pay the same fare as the ADA paratransit eligible individual they are accompanying. Companions must board and alight at the same
stops as the passenger.

A companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity.

As part of the initial eligibility certification process, an individual must indicate whether he/she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him/her would be regarded simply as a companion.

**Service Animals and Pets**

Please refer to the District policy on Service Animals and Pets.

**Carry-On Packages**

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, The District recommends that he/she be accompanied by a personal care attendant or companion.

**V. Public Involvement**

**Goal**

NCRTD is committed to providing on-going mechanisms to involve the public in decisions regarding its services, policies and procedures.

**Consumer Satisfaction Surveys**

Consumer satisfaction survey forms will be mailed one time each year to all certified ADA complementary paratransit service passengers. These surveys will measure customer satisfaction with aspects of NCRTD services including prompt telephone answering, scheduler courtesy, ability to get requested pick-up time, timeliness of pick-ups and drop-offs, response time for return trip, amount of time traveling, courtesy of drivers, level of assistance by drivers, safety of service and general satisfaction with service. The results of these surveys will be compiled and reported to the NCRTD Board of Directors.

**Public Hearings**
Public hearings will be held on an as-needed basis to obtain input from persons with disabilities on such topics as proposed service changes, proposed fare increases, and other similar topics.

**Focus Groups**

Focus groups made up of persons with disabilities and representatives from agencies serving the needs of persons with disabilities will be held on an ad hoc basis to deal with specific service and policy issues that require in-depth discussion.

**VI. Public Information Dissemination**

**Goal**

NCRTD is committed to providing information about its services, policies and procedures to the public in accessible formats for persons with disabilities.

**Accessible Formats**

NCRTD makes use of an operator-assisted RELAY service so that persons with hearing or speech impairments may, by dialing 711, communicate with and receive information from NCRTD staff.

Persons with vision impairments may request braille information through the State library, or request NCRTD provide big font print, or request information via New Mexico School for the Blind reader service.

**VII. Appeal Procedures**

**Goal**

NCRTD has adopted the following appeal procedures as the mechanism for resolving complaints relative to the ADA complementary paratransit services, policies and procedures.

The following administrative procedure has been established to insure prompt and equitable resolution of appeals of any person with a disability that has been denied eligibility for ADA complementary paratransit service. The same appeal procedure will be used for appeals filed by persons who have been notified of a pending service termination or suspension.

**Appeal Procedure**

An applicant/passenger who wishes to appeal an eligibility determination, service suspension or termination must address an appeal, in writing, to the NCRTD within 60 days of the denial of the application or the notification of suspension of service. The appellant will be entitled
to be heard in person and to have necessary support, such as a sign interpreter, or may choose to be represented by another person.

The appellant will be notified in writing of the NCRTD decision as soon as possible. NCRTD will not provide paratransit service to the individual pending the determination on appeal. If a decision has not been made within 30 days of the completion of the appeals process, NCRTD will provide paratransit service from that time until and unless a decision to deny the appeal is issued.
Certification of ADA Paratransit Eligibility

The information obtained in this certification process will be used by the North Central Regional Transit District (NCRTD) for the provision of transportation services. Information will only be shared with other transit providers to facilitate travel in those areas. The information will not be provided to any other person/agency.

☐ First Time Applicant
☐ 3 Year Renewal Applicant Physical Address Change

1. Name

2. Physical Address __________________ City State Zip
   Mailing Address __________________ City State Zip

3. Telephone Number (Home)______________ (Cell)______________ (Work)______________

4. Date of Birth ___________ / ___________ / ___________

5. Which of the following best describes your disability?
   ______a. The condition I have prevents me from using the fixed route system (NCRTD Bus Service) permanently.
   ______b. My condition is temporary, and I should be able to use the fixed route system (NCRTD Bus Service) by_______(date).
   ______c. My condition is intermittent_______% of the time and I will not be able to use the fixed route system (NCRTD Bus Service)

6. How does this disability prevent you from using NCRTD fixed route service? Please explain completely. Use additional sheet if needed.

__________________________________________________________________________________________
__________________________________________________________________________________________

7. Are there any other effects of your disability of which we need to be aware of?

__________________________________________________________________________________________
__________________________________________________________________________________________

The following information will be used to ensure that an appropriate vehicle is utilized to provide your transportation and that an accurate analysis of your trip requests can be made by NCRTD.
8. Do you use any of the following aids for mobility? (check all that apply)

- Manual Wheelchair
- Cane
- Service Animal
- Powered Scooter
- Walker
- Personal Care Attendant
- Electric Wheelchair
- Crutches

9. Do you need the assistance of a Personal Care Attendant when you travel using public transit?

- Yes
- No

10. Please answer all of the following questions:

- Can you travel one city block without the assistance of another person?
  - Yes
  - No
  - Sometimes

- Can you travel 5 city blocks without the assistance of another person?
  - Yes
  - No
  - Sometimes

- Can you climb three 12-inch steps without assistance?
  - Yes
  - No
  - Sometimes

- Can you wait outside without support for ten minutes?
  - Yes
  - No
  - Sometimes

11. Have you ever used NCRTD fixed-route buses?

- Yes, I typically use NCRTD fixed-route buses _____ times a week
- Yes, I used NCRID fixed-route buses but stopped because ________________
- No, I never use NCRTD fixed-route buses because ________________

NOTE: Travel Training is personalized (individual or group) instruction that teaches the skills necessary to use NCRTD fixed-route bus service.

1. Have you ever had any personal instruction on how to use NCRTD fixed-route bus service?

- No, I have never received any Travel Training
- Yes, I have received personal Travel Training instruction through an NCRTD employee:
  Name of NCRTD employee: ________________________________

If you selected YES, please indicate below the skills you learned:

- To travel to and from bus stops
- To cross streets
- To read bus schedules and plan trips
- To ride the following routes:
  Route # __________ Route # __________ Route # __________ Route # __________
  ____Other (please explain), ________________________________

2. Did you complete the above training?

- Yes
- No
Certification of ADA Paratransit Eligibility

12. I hereby certify that the information given above is correct.

Signed_________________________       Date_______/_____/_______

13. Name of Emergency Contact______________________________
    Phone Number______________________________

14. If this application has been completed by someone other than the person requesting certification, that person must complete the following:

Name________________________________________________________
Address_______________________________________________________
City_________State_________Zip_________Phone____________________

Signed_________________________________Date_______/_____/_______

RETURN FORM TO:
North Central Regional Transit District
Attention: Operations Department/
Paratransit Application
1327 N. Riverside Drive
Española, NM 87532
RELEASE OF INFORMATION

In order to allow the NCRTD to evaluate your request, it may be necessary to contact the physician or other licensed professional, to confirm the information they will provide when you submit the following the “Requested for Professional Verification”. Please send complete applications only, incomplete applications will not be processed.

The person completing the “Request for Professional Verification” form is: (check one)

___________ Physician  _____________ Health Care Professional
___________ Rehabilitation Professional

This person is familiar with the effects of my disability and is authorized to complete the professional verification for the NCRTD required to complete this certification process.

Name________________________________________________________
(Physicians or Professionals Name)

Address_____________________________________________________
(Physicians or Professionals Address)

City_________________________ State_____________ Zip_____________

Daytime phone______________________ Fax Number____________________

Signed________________________________ Date____________ / ______ / ______
(Applicant Name)
REQUEST FOR PROFESSIONAL VERIFICATION

THIS SECTION TO BE COMPLETED BY PHYSICIAN, NURSE OR STATE LICENSED SOCIAL WORKER. ANY ALTERATIONS, DELETIONS OR ADDITIONS BY APPLICANT SHALL MAKE THIS APPLICATION VOID.

Note: Questions #3 and #6 must be completed to process the application.

Dear ___________________,

(Physician’s Name)

The attached authorization form has been submitted by ___________________.

(Applicant’s Name)

He/She has indicated that you can provide information regarding his/her disability and its impact upon his/her ability to utilize our fixed route transit service North Central Regional Transit District (NCRTD Bus Service). Federal law requires that the NCRTD provide paratransit services to persons who cannot utilize available fixed route bus service (NCRTD Bus Service). The information you provide will allow us to make an appropriate evaluation of this request and its application to specific trip requests. Thank you for your cooperation in this matter. If you have any questions call (866) 206-0754.

1. Capacity in which you know the applicant:
   I am his/her ___________________.
   (patient’s name)

2. Which of the following best describes your client’s (patient’s) disability?

   _____ a. The condition is permanent
   _____ b. The condition is temporary, and he/she should be able to use the fixed route service by
             ___________________ (date).
   _____ c. The condition is intermittent ___________ % of the time and he/she will not be able to use the fixed route service .

If you selected c. please explain you answer.
3. If the person has a disability affecting mobility, is the person:
   Able to walk one city block without the assistance of another person?
   _____Yes   _____No   _____Sometimes
   Able to travel 5 city blocks without the assistance of another person?
   _____Yes   _____No   _____Sometimes
   Able to climb three 12-inch steps without assistance?
   _____Yes   _____No   _____Sometimes
   Able to wait outside without support for ten minutes?
   _____Yes   _____No   _____Sometimes

4. Does this person use any mobility aids? Please select all that apply
   _____Manual Wheelchair   _____Cane   _____Service Animal
   _____Powered Scooter   _____Walker   _____Personal Care Attendant
   _____Electric Wheelchair   _____Crutches

5. Does this person require a personal care attendant when traveling public transportation?
   _____Yes   _____No   _____Sometimes

6. If the person has a visual Impairment:
   Visual Acuity with Best Correction:
   Right eye_____   Left eye_____   Both Eyes_____
   Visual fields:
   Right eye_____   Left eye_____   Both Eyes_____
   Can the person read 12 in font print?______yes   _______no

7. If the person has a cognitive disability:
   Is the person able to:
   Give addresses and telephone number on request?
   _______No   _______Yes
   Recognize a destination or landmark?
   _______No   _______Yes
   Deal with unexpected situations or unexpected change in routine?
   _______No   _______Yes
   Ask for, understand, and follow directions?
Safely and effectively travel through crowded and/or complex facilities?

_____ No  _____ Yes

8. Please describe below in detail what the disability of your patient is and what prevents them from using the NCRTD fixed route service. Please indicate if the applicant has a physical or a mental disability, and is there any other effect of the disability of which the NCRTD should be aware?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Physician Name (Print):_____________________________________________________

Office Address:_____________________________________________________________

Office Phone Number:_________________________________________________________

Physician/Healthcare Professional Signature:______________________ Date ________

RETURN FORM TO:
JNorth Central Regional Transit District
Attention: Operations Department/Paratransit Application
1327 N. Riverside Drive
Española, NM 87532
Demand-Response and Dial-a-Ride Services
Policies & Procedures

North Central Regional Transit District

August 2019
Adopted August 2, 2019 by Board Resolution No.
Table of Contents
Demand-Response Service and Dial-a-Ride Policies & Procedures.............................................. 1
I. Demand-Response Service................................................................................................................ 3
  Goal.................................................................................................................................................. 3
  Service Area.................................................................................................................................... 3
  Reservations for Service........................................................................................................................ 3
  Fares.................................................................................................................................................. 4
  No Trip Purpose Restrictions........................................................................................................... 4
  Hours and Days of Service ................................................................................................................ 4
  Inclement Weather............................................................................................................................... 4
  Lost and Found .................................................................................................................................. 6
  Riding Demand-Response Service .................................................................................................... 6
  Transportation of Children................................................................................................................ 7
  "No Shows" and Cancellations.......................................................................................................... 7
  Carry-On Packages ............................................................................................................................. 7
II. Dial-a-Ride Service ............................................................................................................................ 7
  Goal.................................................................................................................................................. 8
  Service Area.................................................................................................................................... 8
  Reservations for Service...................................................................................................................... 8
  Fares.................................................................................................................................................. 8
  No Trip Purpose Restrictions........................................................................................................... 9
  Hours and Days of Service ................................................................................................................ 9
  Inclement Weather............................................................................................................................... 9
  Lost and Found .................................................................................................................................. 9
  Riding Dial-a-Ride Service ................................................................................................................ 9
  Transportation of Children................................................................................................................ 9
  "No Shows" and Cancellations ........................................................................................................... 11
  Carry-On Packages ............................................................................................................................. 11

Exhibits Maps - Service Areas
I. Demand-Response Service

Goal

It is the goal of the NCRTD to provide mobility options for those residents of Rio Arriba County and the City of Espanola that don't have a fixed route readily available to them.

Service Area

Demand-Response service is available to Rio Arriba County and the City of Espanola residents that do not have a fixed route available to them or live within a 15-mile radius of the Espanola Transit Center located at Paseo de Onate at Calle Espinosa and in the Town of Taos within ¾ of a mile of the #340 Chile Line Red Route.

The communities of Arroyo Seco and La Puebla are included for ADA service only, during peak hours only on the Santa Fe and Chimayo routes. It is the policy of the NCRTD that demand-response service is curb-to-curb. Door-to-door service will be considered on a case-by-case basis.

*(see Demand Response service area map Exhibit A)*

Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior up to four (4) days in advance on a first come, first served basis. Same-day reservations are accepted only on a space available basis.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD’s voice messaging service. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a 30-minute time frame.
Fares

The fare for demand-response service is $1.00 one-way for curb to curb service. The fare for approved door to door service is $1.00 one-way. Payment for the fare must be in cash and in the exact amount. Payment is due at the time of boarding.

Passenger companions and personal care attendants shall pay a fare of $1.00 one way. Additional guests will be scheduled on a space available basis, payment of the fare must be in cash and in the exact amount. All fares shall be paid at the time of boarding.

ADA eligible passengers outside of the 1 ½ mile ADA Paratransit service area and up to 15 miles from the Espanola Transit Center will be provided demand response service at no cost.

No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

Hours and Days of Service

The demand-response service shall operate from 6:00 a.m. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year’s Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers provided during
the reservation.
Lost and Found

NCRTD will not be responsible for items left on vehicles. However, if found, item(s) will be held for a maximum of thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

Riding Demand-Response Service

Demand-Response passengers shall be ready to go fifteen (15) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:15 a.m. pick-up, the vehicle may arrive between 9:00 a.m. and 9:30 a.m.

This thirty (30) minute window (consisting of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866 206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available vehicle will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first drop off and the second pick up for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take
you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger's home under any circumstance.

**Transportation of Children**

The minimum age for a child to travel alone aboard Demand Response service vehicles is 10 years of age. Children under the age of 10 must have a parent or guardian of legal age accompany them during transport.

**"No Shows” and Cancellations**

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows” will be maintained at the “NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has three or more no-shows.

Circumstances beyond the passengers control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Transit Operations Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

**Carry-On Packages**

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, The District recommends that he/she be accompanied by a personal care attendant or companion.

**II. Dial-a-Ride Service**
Goal

It is the goal of the NCRTD to provide mobility options for those residents of the Pojoaque-Nambe area that do not have a fixed route readily available to them.

Service Area

Dial-a-Ride service* is available to the Pojoaque-Nambe area residents that do not have fixed route service available to them. It is the policy of the NCRTD that Dial-a-Ride service is Curb-to-Curb. Door-to-Door service will be considered on a case-by-case basis.

* See Maps Exhibit B–Dial-a-Ride Service Area

Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior and up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service may be made at least one (1) day prior and up to four (4) days in advance.

However, single trip reservations may be made up to one (1) hour in advance on the same day where space is available.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD’s voice messaging service. Passengers shall request both pick up and return trips when making reservations.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled to arrive at the pick-up location within a thirty (30)-minute time frame.

Fares

There is no fare for Dial-a-Ride service.
No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

Hours and Days of Service

The Dial-a-Ride service shall operate from 8:00 a.m. to 4:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers provided during the reservation.

Lost and Found

NCRTD will not be responsible for items left on vehicles. However, if found, the item(s) will be held for a maximum of thirty (30) days.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

Riding Dial-a-Ride Service

Dial-a-Ride passengers shall be ready to go fifteen (15) minutes before the scheduled pick up time. NCRTD makes every effort to arrive as close to the scheduled pick-up
time as possible. However, NCRTD may arrive up to fifteen (15) minutes before or fifteen (15) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:15 a.m. and 9:45 a.m.

This thirty (30) minute window (of fifteen (15) minutes before to fifteen (15) minutes after the scheduled time) is called the "pick-up time period."

Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

If you plan on having several stops during a single trip, please schedule each stop separately. Do not ask the driver to drop you off at a location that was not previously scheduled. All pick-ups and drop-offs must be scheduled through the office by calling 866-206-0754. Be sure to allow for a minimum of thirty (30) minutes between your first pick-up and the second one for each round trip. Drivers are not permitted to wait for passengers.

Drivers have other pick-ups and drop-offs on the route. Please do not ask the driver to take you home first or for special arrangements as this will cause delays in the schedule. Please schedule pick-up early enough to account for other pick-ups or drop-offs that may be completed during your trip. NCRTD cannot be responsible for any of passenger’s late arrivals or missed appointments and does not guarantee arrival times.

Drivers are not permitted to enter a passenger's home under any circumstance.

Drivers are not permitted to handle passengers personal belongings.

Transportation of Children

The minimum age for a child to travel alone aboard Dial a Ride service vehicles is 10 years of age. Children under the age of 10 must have a parent or guardian of legal age accompany them during transport.
"No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the NCRTD office.

Riders will be suspended for seven days for no-shows if the following criteria are met:

1. No-shows represent 10 percent or more of their scheduled trips, AND
2. The rider has three or more no-shows.

Circumstances beyond the passengers control resulting in a No Show will not be counted against the passenger. Qualifying circumstances include but are not limited to passenger illness, family emergencies, mobility aid failure, cancelled or delayed appointments, adverse weather conditions, and other similar circumstances. Qualifying circumstances will be evaluated on a case-by-case basis by the Operations and Facilities Director. The passenger will be given an opportunity to appeal the suspension before the suspension takes effect.

Carry-On Packages

There is a five (5) bag limit or what the passenger can carry comfortably for all groceries and goods purchased during the scheduled trip. The driver will hand them to the passenger but will not carry them out of the store or into their home. The bus operator will assist an individual to get on or off the bus.

If an individual needs assistance beyond this, NCRTD recommends that he/she be accompanied by a companion.
Title: Discussion and Consideration of Resolution No. 2019-32 Waiving Fares for 255 Mountain Trail for three days in NCRTD FY 2020 in support of the Santa Fe National Forest "Fee-Free Days."

Prepared By: Jim Nagle, Public Information Officer

Summary: The North Central Regional Transit District provides service on 25 fixed routes, 23 of which are fare-free. There are two premium fare-based routes one of which is the daily 255 Mountain Trail through downtown Santa Fe and up into the Santa Fe National Forest. This resolution would provide fare-free service on the 255 Mountain Trail route in partnership with the Santa Fe National Forest on their three "fee-free days" during NCRTD FY 2020. Currently the proposed dates are as follows:

- National Public Lands Day: Saturday, September 28
- Veterans Day: Monday, November 11
- National Get Outdoors Day: Saturday in June to be announced

Background: The Santa Fe National Forest has been a valuable partner in the design and service of the 255 Mountain Trail route. In cooperation with other federal agencies and under the Federal Lands Recreation Enhancement Act, the forest service’s "fee-free days" create an opportunity for more Americans to connect with their public lands and participate in outdoor activities. By providing fare free service on these days the District will demonstrate its commitment to cooperate with the Forest Service, enhance access to the forest, promote health and awareness of public lands.

Recommended Action: Staff recommends approval of Resolution No. 2019-32

Options/Alternatives:
1. Take no action; or
2. Adopt the recommendation, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

Fiscal Impact: The costs and anticipated revenue from the 255 route, from those who choose to ride, during the designated days: National Public Lands Day, Veterans Day and National Get Outdoors Day is estimated at $300-$400.

Attachment:
- Resolution No. 2019-32
North Central Regional Transit District (NCRTD)

Resolution 2019-32

A RESOLUTION WAIVING FARES FOR 255 MOUNTAIN TRAIL FOR THREE DAYS IN NCRTD FY 2020 IN SUPPORT OF THE SANTA FE NATIONAL FOREST FEE-FREE DAYS

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, it is lawful for the NCRTD to charge fares for transit services (NMSA 1978, Section 73-25-6 (A) (4)); and

WHEREAS, the NCRTD Board has the non-delegable authority to establish all policies regarding fees, tolls, rates or charges. (NMSA 1978, Section 73-25-5 (A) (4)); and

WHEREAS, the NCRTD currently operates the majority of its routes fare free and only requires fares for flex routing, paratransit, demand services, and two fixed routes; and

WHEREAS, one of the two fixed routes that require fares is 255 Mountain Trail; and

WHEREAS, the Santa Fe National Forest is offering "fee-free" days to create an opportunity for more Americans to connect with their public lands and participate in outdoor activities; and

WHEREAS, the National Public Lands Day, Veterans Day and National Get Outdoors Day have been identified as "fee-free" days by the Forest Service; and

WHEREAS, the loss of revenue for the three fare free days will not impact the Districts overall budget or funding for the route; and

WHEREAS, the Board deems it consistent with Long Range Strategic Plan goals and objectives to waive the fares for the three days because the fee waiver advances multiple goals and objectives including Objective 3.2 (increase NCRTD's impact on economic development in the region) and Objective 4.2 (Establish stronger working relationships with local municipalities, tribes, government agencies) and Objective 6.2 (expand marketing and promotion efforts to increase new and choice ridership.)
NOW THEREFORE BE IT RESOLVED THAT, the North Central Regional Transit District Board of Directors hereby approves the following fee waivers:

1. The NCRTD will provide fare-free service on the 255 Mountain Trail three days per year.
2. The dates of the three days are subject to change based upon direction from the United States Forest Service but shall generally be National Public Lands Day, Veterans Day and National Get Outdoors Day.
3. Staff is directed to coordinate with the Forest Service and Santa Fe National Forest, and to encourage use of public transportation by visitors accessing the Santa Fe National Forest.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT ON THIS 2nd DAY OF AUGUST 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
Title: Discussion and Consideration of a Notice of Intent to Award of Contract for Construction of Americans With Disabilities (ADA) Compliant Bus Shelter Pads – Transportation Alternatives Program (TAP) Project VI

Prepared By: Michael Valverde, Transit Planner and Hector Ordonez, Finance Director

Summary: The District issued a Request for Proposal (RFP) on July 1, 2019 for the construction of the next portion of the District’s ADA transition Plan. The proposals were due on July 26, 2019 and Staff selected a winning bid on July 30, 2019.

The RFP was published in Four (4) publications in New Mexico, and on the District’s website.

Two (2) firms expressed interest and one (1) submitted a bid. NCRTD Staff and Conrad Ley with Wilson & Co. Engineers & Architects (Design Engineer) reviewed the Bid received for completeness and accuracy and deemed the bid received as responsible. Experience and Qualifications for these types of procurements and services are screened by New Mexico Department of Transportation (DOT).

The District is now recommending HO Construction for an award for IFB 2019-005 for the Construction of ADA Compliant Bus Shelter Stops and Pads. If approved, the Chief Procurement Officer will publish an “Intent to Award and Protest Notice” to award the contract to H.O. Construction as the sole successful proposer. Once the Notice of Intent to Award is published fifteen (15) days will be allowed for protest to be filed, if no protests are received the contract will be signed and awarded to HO Construction.

Background: The District received an award from the New Mexico DOT for FY19 from FY18 Transportation Alternatives Program (TAP) in the amount of $900,000 for construction and construction management to bring bus stops and public-facing facilities into ADA-compliance. This will be Phase VI of the ADA Transition Plan and is planned to occur within Taos County.

Recommended Action: Staff is recommending the Board to award the contract for IFB 2019-005 pending the publication and issuance of an “Intent to Award and Protest Notice” to the successful bidder.

Options/Alternatives: Decline to award the bid and direct staff to start procurement process again for the Construction of ADA Compliant Bus Shelter Pads – TAP Project VI.

Fiscal Impact: The Districts FY2020 budget includes $900,000 for the construction and completion of this project.

Attachments:
- Contract
- Bid Results
- Bid Analysis
- H.O. Business License
AGREEMENT FOR CONSTRUCTION WORK

This agreement ("Agreement") is entered into as of the ___day of _____, 2019, by and between ___________________ ("Contractor") and the North Central Regional Transit District ("NCRTD" "District" or "Owner").

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, the NCRTD has adopted its own procurement policy pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act; and

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

The Contract Documents consist of the following:

- Bid Form
- Notice to Proceed
- This Agreement
- Conditions of the Contract (General, Supplementary & Other Conditions)
- Performance Bond
- Labor and Material Payment Bond
- Drawings
- Specifications
- Agent’s Affidavit
- Certificate of Insurance
- Notice of Award
- Assignment of Antitrust Claims
- New Mexico Department of Transportation Specifications for Highway and Bridges 2014 Edition
- C-700 General Conditions (2013)
- C-800 Supplementary Conditions (2013)
Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

All Addenda Issued prior to, and all modifications issued after execution of this agreement.

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. Any variations between this Agreement and the form agreement provided in the above listed documents are intended and this Agreement reflects the reconciliation and compilation of the foregoing documents.

1. SCOPE OF WORK

The Contractor shall provide the following goods and services to the NCRTD.

The Contractor shall perform all the work required by the Contract Documents for the North Central Regional Transit project submitted as the "__________________" 

A. The work designated as the ____________________, consists of, but is not limited to: construction of a transit maintenance facility and affiliated work, as described in the Contract Documents. Contractor shall be responsible for verifications of all conditions, measurements and dimensions for bidding.

B. Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

C. Contractor shall be responsible for bringing the project to substantial completion in a timely, efficient and cost-effective manner. The Contractor shall take all such steps as it deems necessary to ensure that its work and the work of its subcontractors complies with this agreement, the requirements of any regulatory agency having jurisdiction over elements of the work including certification of materials and systems required to be constructed, utilized or installed under this agreement. The Contractor shall be responsible for all costs it accrues in the performance of this agreement and the Owner shall not be liable to the Contractor for any additional costs or damages beyond the contract amount due to delay, mobilization, lost opportunity or on any other account.

D. The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than ____ calendar days after the date of written Notice to Proceed,
except as hereafter extended by valid written Change Order by the Owner.

E. The Contractor shall, within seven (7) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a schedule of values and progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 24.1, Construction Schedules and Periodic Estimates of Section 00700, General Conditions of the Contract).

2. STANDARD OF PERFORMANCE; LICENSES
A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.
B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION
A. The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of ________________ dollars and __________ cents ($________). The Owner shall pay any additional Gross Receipts Taxes due to a change in the NMGRT rate during the term of this agreement.

The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid Only</td>
<td>$______</td>
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<tr>
<td>Additive Alternate 1</td>
<td>$</td>
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<td>Additive Alternate 2</td>
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<td>Additive Alternate 3</td>
<td>$</td>
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<tr>
<td>Additive Alternate 4</td>
<td>$</td>
</tr>
</tbody>
</table>
Goss Receipts Tax ( ) $ 

Base Bid plus NMGRT $ 

B. Payment shall be made upon receipt from the Contractor of statements. All statements shall contain a detailed report of work performed, products delivered, and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of goods and service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor. Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work contested amounts and unsettled claims as provided in the Contract documents.

Contractor shall provide Owner with a notice of any claims it intends to make against Owner or its agents for the period covered by and Application for Payment within fourteen days following the end of the period covered by the Application for Payment. Failure to give timely notice of said claims shall be deemed a waiver of any and all claims and remedies by Contractor against Owner for damages during the period covered by the Application for Payment.

C. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the NCRTD to the Contractor.

D. Contractor agrees to Refund to the NCRTD, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.
E. Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings. Contractor shall provide Owner with a notice of any claims it intends to make against Owner or its agents at least seven days prior to the final payment date and a failure to give timely notice of said claims shall be deemed a waiver of any and all claims and remedies by Contractor against Owner.

4. APPROPRIATIONS
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 3 above.

5. TERM AND EFFECTIVE DATE
This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate __________ unless terminated (pursuant to paragraph 6 below) or extended by mutual written agreement of the parties.

6. TERMINATION

A. Termination. This Agreement may be terminated by the District for cause or convenience
upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the District is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of
NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor is not an agent or employee of NCRTD and will not be considered an employee of NCRTD for any purpose. Contractor, its agents or employees shall make no representation that they are NCRTD employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the NCRTD’s name or logo.

D. Contractor shall have no authority to bind NCRTD to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the NCRTD provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

8. CONFIDENTIALITY

A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the NCRTD in
compliance with that law.

9. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16-1 et seq. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, Section 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5) in accordance with Section NMSA 1978, 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 9 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 9.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the NCRTD. Contractor acknowledges that the NCRTD is a SUBGRANTEE under Exhibit B and is expressly bound to seek DEPARTMENT approval of any subcontracts under that agreement. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principle officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express
written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE
Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement. An enumeration of the Contractor’s General Comprehensive Liability Insurance requirements appears in the General Conditions of the [Contract for Construction]. Insurance requirements are also described in the [Project Manual]. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the Owner. It is the sole responsibility of the Contractor to be in compliance with the law.

A. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per occurrence.
B. General Liability Insurance shall be in the amount of $__________ combined single limit and per occurrence shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation;
C. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD’s opinion, the Contractor’s work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.
D. Waiver of insurance requirements may only be performed in writing by the NCRTD’s Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13. INDEMNIFICATION
Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractors acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD due to the Contractor’s performance or failure to perform the services set forth in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT
Any liability incurred by the North Central Regional Transit NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its “employees” as defined in the New
Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES
A. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

B. The Contractor acknowledges and agrees to the following regarding the Department of Transportation (DEPARTMENT) and the District (SUBGRANTEE):

“The DEPARTMENT and SUBGRANTEE acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the AGREEMENT, absent the express written consent by the Federal government, the Federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the DEPARTMENT, SUBGRANTEE, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.”

16. RECORDS AND AUDIT
A. The Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by NCRTD all records, books of account, memoranda, and other documents pertaining to NCRTD at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the Department of Finance and Administration, and the State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit B in order to ensure the NCRTD can comply with the requirements under that agreement.

C. Contractor agrees to affirmatively disclose threatened or pending litigation with its current and
former customers.

17. **APPLICABLE LAW; CHOICE OF LAW; VENUE**
Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. **AMENDMENT**
This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. **SCOPE OF AGREEMENT**
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **NON-DISCRIMINATION**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit District: Contractor:
Executive Director
1327 N. Riverside Drive
Española, NM 87532

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

B. Timely notice requirement. The Owner shall not be liable to Contractor for any amount in excess of the Contract Sum listed in Article 4 above. In the event that the Contractor makes a claim for any damages against the Owner said claim shall be in writing, shall conform to the Notice requirements of this agreement and shall set forth a detailed and itemized statement of
each item of damages, the date on which the damages allegedly occurred, the specific act or omission of the Owner or its agents which allegedly caused the damages, and the specific dollar amount of the damages claim. The parties hereby agree that Contractor's failure to provide the Owner with this detailed statement of damages within 14 days of the date the damages allegedly occurred shall be deemed a waiver of any and all subsequent claims and remedies. In the event Contractor wishes to claim damages for delays allegedly caused by Owner or its agents, the Contractor shall provide said detailed statement of the claimed damages within 14 days of each and every incident, act or omission by the Owner or its agents which the Contractor claims is the basis of delay damages.

23. REPORTING REQUIREMENTS
Contractor agrees to provide all information required pursuant to this agreement including but not limited to
A. Disadvantaged Business Enterprise (DBE) Certification information. Contractor shall provide all the information required to assist the NCRTD or the State of New Mexico regarding DBE compliance including the certification form or a declaration by the Contractor that it is not a DBE.
B. Any time the Agreement calls for the provision of information that is electronic in nature and usable by the NCRTD as part of its Graphic Information Systems (GIS), Contractor shall provide the data in a form and format that will facilitate the NCRTD's use of the data in its GIS maps and systems.
C. In addition to any bound and unbound copies of reports the Contractor shall be required to deliver at least one electronic copy of all deliverables in an editable format and one copy in a pdf format.

24. DISPUTE RESOLUTION
Notwithstanding any other provision to the contrary of this agreement, or any law (whether local, state or federal), prior to seeking any remedies, the parties agree to meet at least one time to set forth their claims and proposed remedies through mutual agreement of the parties. The meeting shall at a minimum include the Contractor, the Contractor's bonding company, the Owner and any subcontractor or agent of the parties which may be of assistance in resolution of the matter or claim. Notice of the meeting including the location, date and time, shall be provided in writing by the Owner to the Contractor and its bonding company. The Owner shall give Notice of its
claims promptly upon discovery of any issues that may give rise to a claim by Owner against Contractor. In the event of claims by the Contractor against the Owner or its agents, the Owner shall provide notice of the meeting within seven days of Owner's receipt of the written notice detailing the nature and extent of the claims. The meeting shall be attended by the Owner, Contractor and the Contractor's bonding company. Failure by the Contractor or its bonding company to attend such meeting and to make a good faith effort at resolution of the claims raised shall be deemed a waiver of the Contractor's claims and any further remedies.

25. LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of two hundred dollars ($200.00) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

26. CONTRACTOR'S RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner’s officers and employees, and the NCRTD from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney’s fees and costs of litigation that the Contractor may have. Contractor shall provide Owner with a notice of any claims it intends to make against Owner or its agents at least seven days prior to the final payment date and a failure to give timely notice of said claims shall be deemed a waiver of any and all claims and remedies by Contractor against Owner.

27. NON-WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition
thereof.

28. NEW MEXICO PROCUREMENT LAWS

Notwithstanding any provision of the District's Procurement Policy the District discloses the following provisions of State procurement law.

A. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony.

B. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

29. BEST PRACTICES:

In addition to meeting federal requirements the Offeror should meet best practices requirements in performing the work required. Best practices guidance can be found at:


30. COMPLIANCE WITH FEDERAL RESTRICTIONS

The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

A. All requirements of 49 U.S.C. §5304 whether express or implied;

B. Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work as set forth in Exhibit B.

C. Federal Funds shall only be allocated for payment of eligible costs as set forth in Exhibit B and as detailed in the Office of Management and Budget Circulars: A-87, A-102, A-133 and Executive Order 12372.

Federally required terms are from the Federal Transit Administration Master Agreement located at:
NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**49 U.S.C. 5325**

**2 CFR 200**

**49 CFR 633.17**

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

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

**FEDERAL CHANGES**

**2 CFR 200**

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal
Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

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

TERMINATION

2 CFR 200
FTA Circular 4220.1F

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting
forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate condition. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Convenience or Default The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice
directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

Although this is a design contract and therefore does not directly require compliance with Buy America, the A/E firm shall design the project in such a way as to take into account the requirements of Federal Transit Administration's Buy America requirements upon the construction of the maintenance facility.
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

LOBBYSING

31 U.S.C. 1352
2 CFR 200
49 CFR Part 20

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


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


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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

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

______________________________ Signature of Contractor's Authorized Official

______________________________ Name and Title of Contractor's Authorized Official

______________________________ Date

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

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

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

Clean Water Requirements

33 U.S.C. 1251

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

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.
1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

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

Seismic Safety

Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs
described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

**Breaches and Dispute Resolution**

Applicability – All contracts over $250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

29
Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

*Disadvantaged Business Enterprises*

This contract is covered under New Mexico Department of Transportation's Disadvantaged Business Enterprise Plan and the Contractor agrees to provide any information and data required by the NCRTD in order for the NCRTD to include the work performed under this Agreement in the State's DBE reporting.

1. Disadvantaged Business Enterprise (DBE) Policy.

   A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Programs. The Department’s proposed overall goal for FTA participation for the 2018 fiscal year is 1.46%, through race-neutral means.

   B. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Project. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   C. The Subrecipient agrees to ensure that Disadvantaged Business Enterprises as defined in
49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor’s receipt of payment for that work from the Department.

E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients, which is attached in Appendix E.

**ADA Access**

Facility Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

**CERTIFICATION REQUIREMENTS**

The following are federally required certifications. Forms are attached hereto.

Buy America Certification

Excluded Parties Listing System search
Lobbying Certification

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

OWNER/NCRTD:

__________________________
Anthony Mortillaro, Executive Director

DATE: ______________________

CONTRACTOR:

__________________________

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

NM Taxation & Revenue CRS No. __________
Local Business Reg. No. __________
DATE: ______________________

APPROVED AS TO FORM:

Peter Dwyer, NCRTD Legal Counsel
The mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and spur economic development throughout the region.

IFB 2019-005
Construction of ADA Compliant Bus Shelter Pads
Bid Results
July 29, 2019

The following bids were received for IFB# 2019-005 for the Construction of 6 (six) ADA Compliant Bus Shelter Pads for Phase VII of the TAP Program:

HO Construction ..................................... $ 524,119.00

Bids were received until Friday July 26, 2019 and opened and read out loud on Monday July 29, 2019. There were no other bids received and/or rejected for this project.

Hector E. Ordonez,
Director of Finance and Chief Procurement Officer
## NORTH CENTRAL REGIONAL TRANSIT DISTRICT
### TRANSIT STOP ADA TRANSITION PLAN PHASE VI
#### CN 5101320

**STOP #10 & CIDS NEW STOP - BASE BID**

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<p>| CONSTRUCTION SUBTOTAL | $564,380.00 | $498,559.00 |
| PROJECT TOTAL | $580,770.00 | $524,119.00 |</p>
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CONSTRUCTION SUBTOTAL | $9,200.00 | $12,880.00
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TRANSIT STOP ADA TRANSITION PLAN PHASE VI
CN 5101320

STOP #31 BID ALTERNATIVE #2

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<td>H.O. CONSTRUCTION</td>
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CONSTRUCTION SUBTOTAL $3,210.00 $5,550.00
## NORTH CENTRAL REGIONAL TRANSIT DISTRICT
### TRANSIT STOP ADA TRANSITION PLAN PHASE VI
#### CN 5101320

**STOP #443 BID ALTERNATIVE #4**

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**CONSTRUCTION SUBTOTAL**

|               |                           |       |           |               |                   |               |               |
|---------------|---------------------------|-------|-----------|---------------|-------------------|---------------|
|               |                           |       |           |               |                   |               | $1,630.00     |
|               |                           |       |           |               |                   |               | $2,880.00     |
Company Details

- Company Name: H.O. CONSTRUCTION, INC.
- License Number: 85027
- Phone Number: 5058730554
- Issue Date: 03/26/2001
- Expiry Date: 03/31/2022
- Volume: $1000000.00 +
- Address:
  - PO BOX 9468
  - City: ALBUQUERQUE
  - State: NM
  - Zip Code: 87119

QP Details

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Title: Discussion and Consideration of a Notice of Intent to Award Contract for Transit Service Plan Update.

Prepared By: Michael Valverde, Transit Planner

Summary: The District issued a Request for Proposal (RFP) on March 29, 2019 for the Transit Service Plan Update. The proposals were due on May 7, 2019. The intent of the RFP was to seek a consultant to update the existing service plan that was for a five-year period (2014-2019).

Hector Ordonez, the District’s Chief Procurement Officer reached out to a total of 11 Transit Planning firms to invite them to submit proposals, two (2) of which were from New Mexico.

The RFP was published in two (2) publications in New Mexico, one (1) national publication and three (3) websites including the District’s website.

Two (2) firms expressed interest and subsequently submitted proposals. NCRTD Staff reviewed the proposals and invited both firms in for interviews. Based on evaluated scores KFH Group was selected as the preferred consultant.

The District is now at the stage where it intends to issue a Notice of Intent to award the contract to KFH Group as the sole successful proposer. The solicitation documents then call for the parties to allow the protest period to run and to finalize the contracts by August 16, 2019.

Background: On January 2, 2019, the District received an award from the Federal Transit Administration for FY19 from FY19 Formula Grants for Rural Areas (5311) program in the amount of $100,000 for the Transit Service Plan Update. This Transit Service Plan is scheduled to provide detailed planning for the next seven (7) years.

Recommended Action: Staff is recommending the Board authorize issuance of a Notice of Intent to Award the contract to KFH Group for the Transit Service Plan Update.

Options/Alternatives: Decline to award the bid and direct staff to rebid the Transit Service Plan Update.

Fiscal Impact: The total project cost for this project is $125,000. The District was awarded $100,000 in 5311 planning funds for this Transit Service Plan Update. The District is required to provide a 20% match ($25,000) of the $125,000 total project cost.

Attachments:
- SPU RFP 2019-03-28
- Addendum #1
- Addendum #2
REQUEST FOR PROPOSALS (RFP)

TRANSIT SERVICE PLAN UPDATE (SPU)

RFP # 2019-004

March 29, 2019

Proposals are Due on May 7, 2019 by 5:00 PM MST
I. DEFINITIONS OF TERMINOLOGY AND ABBREVIATIONS

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

**Award** - The final execution of the contract document.

**Business Hours** - Means 8:00 AM thru 5:00 PM MST

**Close of Business** - Means 5:00 PM MST

**Confidential** - Confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45 event.e.g. no information that could be obtained from a source outside this request for proposals can be considered confidential information.

**Contract** - Any agreement for the procurement of items of tangible personal property, services or construction.

**Contractor** - Any business having a contract with a state agency or local public body.

**CPO (Chief Procurement Officer)** - Also referred to as purchasing agent or any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**Determination** - The written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**District** - [The] District is the purchasing agency also referred to as the North Central Regional Transit District or NCRTD.

**Desirable** - The terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

**Electronic Version/Copy** - A digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**Evaluation Committee** - A body appointed to perform the evaluation of Offerors’ proposals.
**Hourly Rate**- The proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**Mandatory** – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**Minor Technical Irregularities**- Anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**NCRTD**- The North Central Regional Transit District also referred throughout the document as “the District.”

**Offeror**- Any person, corporation, or partnership who chooses to submit a proposal.

**Redacted**- A version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in this RFP blacked out BUT NOT omitted or removed.

**Request for Proposals (RFP)**- Means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**Responsible Offeror**- An offeror who has submitted a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

**Responsive Offer**- An offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**Sealed**- In terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the CPO in such cases.

**Service Plan Update (SPU)**- A short-range transit service planning document that assesses existing transit services and provides guidelines and suggestions to improve regional transit services.

**Staff**- Individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
State (the State)- The State of New Mexico.

Statement of Concurrence- An affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

Unredacted- A version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

Written- Means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.
II. OVERVIEW OF PROJECT

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central Regional Transit District (NCRTD) is interested in updating its 2014 Transit Service Plan Update to guide its service development for the coming seven (7) year span of 2020-2026. The purpose of this Request for Proposals (RFP) is to retain a Contractor in order to update the existing 2014 Plan by generating a comprehensive review of the District’s existing transit services, identifying any changes in regional transit need/demand and by producing an updated plan to best address regional needs over the coming seven-year span. NCRTD’s original Transit Service Plan was created in 2006, with updates completed in 2008 and 2014 through collaborative efforts with a Contractor. This project is intended to update the 2014 Plan. The budget for this project is anticipated to be $125,000 not including Gross Receipts Taxes (GRT).

B. BACKGROUND INFORMATION

In 2003, Governor Bill Richardson signed into law the Regional Transit Act. This legislation authorized the creation of regional transit districts in the State of New Mexico and allowed City and County Governments that were members of Regional Transit Districts, to go to the voters for approval of an increase of up to ½ of one percent in Gross Receipt Tax to fund their participation in a Regional Transit District (RTD).

In September 2004 the NCRTD (the District) was the first RTD to be certified by the New Mexico Transportation Commission. Upon issuance of certification from the New Mexico Transportation Commission the District became a separate political entity. A requirement from the New Mexico Department of Transportation (NMDOT) was to submit a Transit Service Plan within one year of the formation of the District. The NCRTD Board approved the District’s first Transit Service Plan in July 2006.

In February 2007, the District adopted its branding, and in April began its first bus service project. In July 2007, the District signed Memorandums of Agreement (MOAs) between the City of Española and Rio Arriba County to transfer service, employees and equipment to the NCRTD. In October 2007 the District began operating transit service in four counties.

In January 2008, the District hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Gross Receipts Tax (GRT). In April 2008, the District’s Board approved the GRT resolution adopting a 1/8 of one percent tax, and in November 2008, the public voted for approval of the GRT in all four counties of its service area.

In 2013, NCRTD worked with a contractor to update its original Transit Service Plan, resulting in its current Transit Service Plan Update (completed in May 2014).

In July 2015, the NCRTD acquired the Town of Taos transit system known as the Chile Line and all assets, employees and facilities.
In November 2018 the voters were asked to reauthorize the Transit Gross Receipts tax and remove the sunset date of 2024. An overwhelming 74% of the District voters affirmed the reauthorization of the tax without a sunset date.

Presently, the NCRTD has 25 fixed and flex routes regionally; one (1) Dial-A-Ride service in the Pojoaque-Nambe area; one (1) paratransit/demand service in the Town of Taos (Chile RIDE); one (1) demand response service in Rio Arriba County within a 15-mile radius of the Española Transit Center; complementary paratransit services on all routes. All routes are fare-free except for the Mountain Trail and Taos Express.

The NCRTD’s assets consist of an administrative facility and light maintenance garage in Española, a fleet maintenance garage and admin office trailer in Taos. NCRTD has a fleet of 55 buses and paratransit vehicles and additional support fleet. Annual vehicle miles are in excess of 1,300,000. The District provides service Monday through Friday (excluding certain recognized holidays). The premium RTD Mountain Trail and TSV Green route operate seven days per week (including holidays) during the winter ski season and Taos Express provides Saturday and Sunday express year-round service. The NCRTD employs 75 employees. The annual ridership for fiscal year 2018 was 284,285 on NCRTD-operated routes; and NCRTD funded services saw 503,011 unlinked passenger trips, for a total ridership of 787,296. The NCRTD members are four (4) counties, six (6) cities, and six (6) tribal entities, with over 10,119 square miles of service area with an approximate population of 289,441.

The District's short-range service plan is outlined in its Transit Service Plan Update that is updated every five to seven years and is utilized within its long-range planning strategies to develop safe, viable, and effective services.

C. GOALS OF THE PROJECT

The transit Service Plan Update (SPU) shall cover a seven-year period from 2020-2026. The SPU shall:

1. Evaluate existing NCRTD transit services and past recommendations;
2. Receive input from stakeholders and public outreach;
3. Develop future recommended service opportunities and improvements;
4. Identify marketing strategies;
5. Develop financial and capital plans; and
6. Recommend implementation strategies

Geographically, the SPU will focus on the NCRTD’s entire service area as well as connective services to NMDOT Park and Ride, Rail Runner train service, Santa Fe Trail’s bus service, Atomic City Transit in Los Alamos, Miner’s Transit in Red River (and Red Apple Transit in Farmington to the extent feasible). The Service Plan Update will begin in 2019, with implementation of the SPU anticipated to occur in 2020 through 2026. Some consideration and analysis should be given for contractual transit services to areas outside the geographical boundaries of the District.
The plans, proposals and recommendations arising out of the update must consider not only mobility issues but also related topics such as economic development, air quality, housing, job creation, access to healthcare and education, environmental sustainability and energy consumption. The Service Plan Update will demonstrate equitable service provision throughout North Central New Mexico to the extent feasible. This plan should also consider future opportunities that lie ahead and to provide a safe, reliable and revolutionized mode of transportation in concert with the District’s Mission and Vision statements.

The SPU will consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, businesses, university students, K-12 school-aged children, elderly people, veterans, and people with disabilities. The SPU will also consider people who do not currently use local public transportation. The SPU will describe how non-users may be encouraged to become transit passengers by identifying what specific barriers or objections non-users have and how NCRTD might overcome those barriers or objections.

The SPU will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations.

The SPU will recommend implementation strategies and metrics for plan elements, including discussion of priorities and timing issues.

An analysis of, or discussion of changes to, the organizational structure or mission of the NCRTD is specifically not requested as part of the SPU. However, the Contractor shall provide information on staffing levels associated with implementation of any changes in levels of service.

The proposal shall identify a concise description of the work the consultant will use to develop and manage the project and must comply with all applicable regulations including but not limited to all Federal Transit Administration (FTA), Federal, State, Counties, Local and other government laws, regulations, ordinance, and codes, Americans with Disability Act (ADA) requirements and Uniform Federal Accessibility Standards.

D. DELIVERABLES

Deliverables shall include all documents described herein as section II Overview of Project and the Exhibit “A” Scope of Work of this solicitation. The District desires the successful firm to submit robust data deliverables coupled with (if requested) visual project presentations. The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above. However, the Contractor is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

1. Executive Summary
2. Needs Assessment Report
3. Preliminary Options Report
4. Recommended Transit Service Plan
5. Implementation Strategies
6. Funding Strategies
7. Stakeholder Involvement Record
8. Updated Final Transit Service Plan for Years 2020-2026
9. All data and information generated through this process of the Transit Service Plan Update
10. All milestone reports and documentation corresponding to invoices for deliverables as required by Federal, State and NCRTD

All deliverables shall be the property of the District and the offeror agrees to give such written assurances as the District deems necessary to assure that the District may continue to use all deliverables into perpetuity.

Each deliverable shall be transmitted to NCRTD in draft form and will be subject to a two-stage review process. NCRTD staff will review the draft and advise the Contractor of needed changes. When the changes have been made, the Contractor will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors process.

Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

All reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

All deliverables are to be presented to NCRTD in multiple formats to ensure compatibility with ArcGIS, Intelligent Transportation Systems and NCRTD's route planning software.

Reports shall be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

E. TIMETABLE AND BUDGET

At the start of the project, the Contractor will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Contractor shall update and resubmit the timetable as conditions warrant.

At the start of the project, the Contractor will provide a task-by-task budget. The budget will be constructed in a way that allows the Contractor and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. Contractors may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6-8-month period as estimated in the attached Project Planner:
F. Chief Procurement Officer

1. The District has a Chief Procurement Officer (CPO) who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Name: Hector E. Ordonez, Chief Procurement Officer  
   Address: 1327 N. Riverside Drive  
             Española, NM 87532  
   Telephone: (505)629-4701  
   Fax: (505)747-6647  
   Email: hectoro@ncrtd.org

2. All deliveries of responses via express carrier must be addressed as follows:

   Name: Hector E. Ordonez, Chief Procurement Officer  
   Reference RFP Name: Transit Service Plan Update (SPU)  
   RFP # 2019-004  
   Address: 1327 N. Riverside Drive  
             Española, NM 87532

3. All correspondence, communication and contact regarding any aspect of this solicitation or offers shall be only with the Chief Procurement Officer identified above. Unless otherwise instructed by the, CPO, the offeror and their representatives shall not make any contact with or try to communicate with any member of District, its employees and/or consultants, regarding any aspect of this solicitation or offers. At any time during this procurement up to the time specified in the procurement schedule, offerors may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP.

4. Any revisions to the RFP will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the abovementioned person by 5:00 p.m., April 9, 2019.
III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates Sample Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>NCRTD</td>
<td>March 29, 2019</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications due to NCRTD</td>
<td>Potential Offerors</td>
<td>April 9, 2019</td>
</tr>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>NCRTD</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td><strong>Proposal Due Date</strong></td>
<td><strong>Potential Offerors</strong></td>
<td><strong>May 7, 2019</strong></td>
</tr>
<tr>
<td>Evaluation of Proposals Received</td>
<td>NCRTD</td>
<td>May 14, 2019</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>Potential Offerors</td>
<td>May 21, 2019</td>
</tr>
<tr>
<td>Anticipated Award by Board of Directors</td>
<td>NCRTD</td>
<td>June 14, 2019</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III. A., above.

1. Issuance of RFP

   This RFP is being issued on behalf of NCRTD on March 29, 2019.

2. Question Submittals

   Potential Offeror(s) are encouraged to submit written questions prior to April 9, 2019 to allow potential offerors enough time to complete a responsive and responsible offer.

   All written questions will be addressed in writing on the District’s website by the date listed in the Sequence of Events. The submission of questions is not a prerequisite for submission of a proposal.
3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the CPO as to the intent to provide clarification of this RFP until close of business the day indicated in the sequence of events. All written questions must be addressed and will be responded by the CPO. Questions emailed shall be clearly labeled “IMPORTANT- [NAME OF OFFEROR] RFP# 2019-004 QUESTION”

4. Response to Written Questions

Written responses to questions received will be answered by the CPO and posted on the District’s website at www.ncrtd.org/requests.aspx.

5. Submission of RFP

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CPO OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON MAY 7, 2019. Proposals received after these deadlines will not be accepted. The date and time of receipt will be recorded on each proposal.

Documents must be addressed and delivered to the CPO at the address listed in Section I. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Transit Service Plan Update and RFP# 2019-004. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contracts resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the CPO may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

RFPs will be evaluated using the Evaluation Criteria presented within this document. An Evaluation Committee comprised District employees will review and rank the proposals
from most qualified to least qualified to perform the scope of services based on the number of points accumulated on the evaluation form.

If necessary, interviews with up to three (3) of the highest ranked firms may be scheduled and conducted by the Evaluation Committee to further differentiate among respondents’ qualifications to further inform final rankings. Each firm will be responsible for all costs (e.g., travel, staff time, and presentation materials) related to any interviews conducted.

Based on the Evaluation Committee’s ranking of the respondents, in conjunction with the results of interviews, the highest ranked firm will be notified by the District’s CPO of an intent to award the contract and will enter into contract negotiations for the project.

The District and the Evaluation Committee reserve the right to reject any and/or all submissions if deemed in its best interests of the District or if they don’t comply with the parameters or requirements set forth in this RFP. In the same manner the District and the Evaluation Committee reserve the right to waive any irregularities or technicalities when it deems the public interest will be served.

Thereby, the Evaluation Committee will select, and the CPO notify, the finalist Offerors by the deadline of Sequence of Events or before when possible.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to negotiate a best and final offer to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

If, and when, the District and the selected firm arrive at a mutually acceptable scope and commensurate fee, the District will present the selected firm and proposed contract to the Board of Directors for approval.

After review of the signed contractual agreement, the CPO and/or a member of the evaluation team will recommend for award to the Board of Directors as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFP.
Contracts presented to the Board of Directors are subject to the Board's approval and the Board has plenary discretion in determining whether to award a contract and whether a proposal is advantageous to the NCRTD taking into consideration the evaluation factors set forth in this RFP.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the CPO in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day the approval to award of contracts is received by the Board and will end at 5:00 pm Mountain Standard Time on June 28, 2019. Protests must be written and shall include the name and address of the protestor, the request for proposal number, a statement of the grounds for protest including appropriate supporting exhibits and specify the ruling requested from the party listed below. The protest must be delivered to CPO before the deadline. Protests received after the deadline will not be accepted.
IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF COPIES

1. Hard Copy Responses

Proposers shall submit one (1) original-unbound and four (4) bound copies of their proposal. The proposal submittal must be clearly labeled and numbered and indexed and submitted as outlined herein. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following documentation/binder(s):

The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and Section IV.C.1 Proposal Content and Organization, may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. Organization of sections for hard copy proposals:

1. Proposal Content and Organization
   a) Signed Letter of Transmittal
   b) Table of Contents
   c) Proposal Summary (Optional)
   d) Response to Contract Terms and Conditions
   e) Offeror’s Additional Terms and Conditions
   f) Response to Specifications
   g) Organizational Experience
   h) Staff Resumes
   i) Three (3) Organizational References
   j) Certifications
   k) Additional relevant Documents not listed in the RFP

2. Proposal Content and Organization- Confidential Information
   a) Financial Stability Information
   b) Signed Campaign Contribution Form
3. **Proposal Content and Organization- Cost Response Section**

Completed Cost Analysis of Pricing of product and materials. The price lists shall include a detailed breakdown of the pricing for completion of the project based on the scope of work.

Within each section of the proposal, offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.
V. SPECIFICATIONS

Offerors should respond in a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED STATEMENT OF QUALIFICATIONS TO PERFORM THE WORK

The Offeror should demonstrate its firm’s competency and qualifications as to best represent its ability to accomplish the update of the NCRTD’s current Service Plan Update. Offeror experience related to transit service plans, long-range strategic plans and similar projects should be demonstrated within the submitted proposal.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors must provide a description of relevant corporate experience with state government and/or private sector as well as the experience of all proposed subcontractors. The proposal shall thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of transit service plans including a statement of qualifications and experience to include ADA, FTA, AASHTO, PROWAG, Buy America and other appropriate requirements.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX D, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the CPO. It is the Offeror’s responsibility to ensure the completed forms are received on or before May 7, 2019 at the end of business day for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may or may not contact any or all business references for validation of information submitted. If this step is taken, the CPO and the Evaluation Committee must all be together on a conference call with the submitted reference so that the CPO and all members of the Evaluation Committee receive the same information.

Offerors shall submit the following Business Reference information as part of offer: (1) Client name; (2) Project description; (3) Project dates (starting and ending); (4) Technical environment (i.e., auditee type and size); (5) Staff assigned to reference engagement that
will be designated for work per this RFP; and (6) Client project manager name, telephone number, fax number and e-mail address.

3. **Oral Presentation**

If deemed necessary by the Evaluation Committee, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the RFP. The Evaluation Committee may request an Offeror to provide an IN PERSON oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and/or seek clarifications.

**C. BUSINESS SPECIFICATIONS**

1. **Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10-K, as well as financial statements for the preceding two years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D&B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. **Letter of Transmittal Form**

The Offeror’s proposal MUST be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form must be completed and must be signed by the person authorized to obligate the company.

3. **Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form “APPENDIX A” and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.
VI. EVALUATION

A. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP by an evaluation committee. Proposals deemed non-responsive or detrimental to the best interest of the District will be eliminated from further consideration (the CPO may contact the Offeror for clarification of the response). Responsive proposals shall be evaluated based upon the criteria set forth in this solicitation and the District will accept RFPs from all Offerors whose Statement of Qualifications are deemed responsive and that demonstrate required competencies.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in this solicitation.

4. Responsive proposals will be evaluated on the factors in Table 1: Evaluation Point Summary, which have been assigned a point value (with a maximum total of 100 points). The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award.

Table 1: Evaluation Point Summary

<table>
<thead>
<tr>
<th>Factors</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quality and Approach of Proposal:</strong></td>
<td></td>
</tr>
<tr>
<td>o Proven experience of firm</td>
<td></td>
</tr>
<tr>
<td>o Clear understanding of goals and objectives</td>
<td></td>
</tr>
<tr>
<td>o Methodology and procedures</td>
<td></td>
</tr>
<tr>
<td>o Work plan/timeline</td>
<td></td>
</tr>
<tr>
<td>o Community involvement plan</td>
<td>35 Points</td>
</tr>
<tr>
<td><strong>Conformance to Requirements/Specifications:</strong></td>
<td></td>
</tr>
<tr>
<td>o Requirements met</td>
<td></td>
</tr>
<tr>
<td>o Specifications met</td>
<td></td>
</tr>
<tr>
<td>o Interagency involvement</td>
<td></td>
</tr>
<tr>
<td>o Community involvement</td>
<td></td>
</tr>
<tr>
<td><strong>Organizational, Personnel and Resources:</strong></td>
<td>15 Points</td>
</tr>
<tr>
<td>o Organization and management</td>
<td></td>
</tr>
<tr>
<td>o Experience and qualifications of staff</td>
<td></td>
</tr>
<tr>
<td><strong>Cost:</strong></td>
<td>15 Points</td>
</tr>
<tr>
<td>o Proposed cost in relation to available budget</td>
<td></td>
</tr>
<tr>
<td>o Ongoing funding options</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100 Points</td>
</tr>
</tbody>
</table>
B. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material or equipment submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The District will enter into a contractual agreement and will only make payments to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed but they must be disclosed in the proposal. However, the prime contractor will be responsible for the performance of the contractual agreement whether subcontractors are used or not.

5. Materials and Workmanship

The Contractor shall be responsible for all materials and workmanship including but not limited to surveys, fliers, posters, presentations, invitations to attend, transcription of public meeting minutes, etc.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and should clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

7. Offeror’s Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the CPO and must be signed by the Offeror’s duly authorized representative.
Approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices for goods and services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The CPO will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

a) Proprietary or confidential data shall be readily identifiable/separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

b) Confidential data is restricted to: (1) confidential financial information concerning the Offeror’s organization; (2) Potential and or current Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

If a written request for disclosure of data for which an Offeror has made a written request for confidentiality is received, the CPO will examine the request and make a written determination that specifies which portions of the proposal should be disclosed.

The proposal will be disclosed unless the Offeror makes clear that legal action to prevent the disclosure will be taken. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This RFP in no manner obligates the District to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities. Individual request and purchasing orders (POs) will be agreed upon in writing prior to the task/manufacturing being completed by the contractor.
11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of NCRTD.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if enough appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The District’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror’s concerns must be promptly submitted in writing to the attention of the CPO.

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied, in writing, by the District through the CPO or in this RFP should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between the District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the Sample Contract Appendix B.

However, the District reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the evaluation team, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.
Should an Offeror object to any of the terms and conditions as set forth in the RFP “Sample Contract” proposal of alternate terms and conditions must be disclosed in writing with the proposal. Offerors must provide a brief explanation of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The District may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the District and will result in disqualification of the Offeror’s proposal.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror’s proposal.

18. Offeror Qualifications

The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror and fails to submit a responsive offer as defined in District Procurement Rules and Regulations.

19. Disclosure of Litigation, Claims and/or Relevant Lawsuits

The offeror must disclose current and/or ongoing litigation, lawsuits, claims, liabilities, losses and or legal actions relevant to this project (derived from similar projects. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. Failure to disclose any of the aforementioned and/or any other legal actions will disqualify an offeror from the selection process.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities and/or informalities. The Evaluation Committee also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
21. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

22. Notice of Penalties

The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. District Rights

The District in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

The District reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the District.

The District reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive.

The District Reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other offerors. If there is any evidence indicating that two or more offerors are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such offerors shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the District.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the District.
26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District.

The Contractor(s) agree(s) to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

27. Electronic mail address required

Some of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive any correspondence.

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the District’s website, the Offeror acknowledges that the version maintained by the District’s website shall govern.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C which should be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

a) Identify the submitting business entity.

b) Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

c) Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).

d) Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.

e) Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
f) Describe the relationship with any other entity which will be used in the performance of this awarded contract.

g) Identify the following with a check mark and signature where required:
   i. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III;
   ii. Explicitly indicate acceptance of Section IV of this RFP; and
   1. Acknowledge receipt of any and all amendments to this RFP.
   2. Be signed by the person identified in letter “b)” above.

31. Disclosure Regarding Responsibility

a) Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
   i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
   ii. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      2. Violation of Federal or state antitrust statutes related to the submission of offers; or
      3. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
   iii. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   iv. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
      1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

c) The Contractor shall provide immediate written notice to the CPO if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement.

e) Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

g) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Purchasing Agent may terminate the involved contract for cause. Still further the Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Purchasing Agent.

32. Conflict of Interest

   a) Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et. seq., an Offeror shall have no direct or indirect interest that conflicts with the performance of services covered under this RFP and potential contract.
b) A conflict of interest or the appearance of a conflict of interest may occur if the Offeror is directly or indirectly involved whether through direct association with contract representatives, members of the evaluation team, indirect associations, through recreational activities or otherwise with a member of the District.

c) The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.
APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.”

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________

Relation to Prospective Contractor: ________________________________

Name of Applicable Public Official: ________________________________

Date Contribution(s) Made: ________________________________

Amount(s) of Contribution(s) ________________________________

Nature of Contribution(s) ________________________________

Purpose of Contribution(s) ________________________________

(Attach extra pages if necessary)

Signature ________________________________

Date ________________________________

Title (position) ________________________________
—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

______________________________  _______________________
Signature                        Date

______________________________
Title (Position)
APPENDIX B

SAMPLE CONTRACT

RTD
SERVING NORTH CENTRAL NEW MEXICO
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT for the development of a comprehensive transit Service Plan Update ("SPU") is made by and between the North Central Regional Transit District (NCRTD) hereinafter referred to as the "NCRTD, Client or District" and, ___________, Inc hereinafter referred to as "Contractor" and collectively referred to as the "PARTIES".

WHEREAS, pursuant to the District’s Procurement Regulations the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work attached as Exhibit "A"; and the District has selected the Contractor as the contractor most advantageous to the District.

WHEREAS, all parties agree that, pursuant to the Procurement Regulations the total amount of this Agreement is $_________ which is not inclusive of NMGRT taxes.

1. The District agrees

Payments under this Agreement shall be made by the District and to the Contractor for services rendered. All requests for payment shall be reviewed and approved by the District and New Mexico Department of Transportation prior to payment.

   a. To compensate the Contractor as follows for services referred to above, including gross receipts tax:

   [TBD; progress payment schedule]

2. Taxes

   a. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility.

   b. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

3. Contractor Agrees:

   a. Contractor shall Provide all services contained in the Scope of Work attached hereto as Exhibit "A" with all work to be done in cooperation with the District's project coordinator.

   b. Contractor shall perform all acts and deliver all goods and services as described in the Contractor's response to the District's solicitation for services a copy of which is attached hereto as Exhibit "B".
c. Contractor shall perform the work pursuant to and in accordance with the Project Schedule attached hereto as Exhibit "C".

d. Contractor shall abide by all the terms, conditions and requirements of the Memorandum of Agreement between the State of New Mexico Department of Transportation and the District a copy of which is attached hereto as Exhibit "D".

e. Contractor's expenses or reimbursements shall be limited to those described in the Contractor's scope of services submittal and cost proposal.

f. Contractor shall obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

g. Contractor shall submit monthly invoices containing a detailed report of work performed.

h. Contractor shall refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 1 above.

5. Term

This Agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to paragraph 6, or extended by mutual agreement in writing. The NCRTD may amend this contract to include services and compensation for additional transit routes and maps as pursuant to the adopted updated Service Plan and as needed by the District to maintain up-to-date routes and information for its customers.
6. **Termination**

District may terminate this Agreement with or without cause upon thirty (30) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in the Contractor's proposal. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

   a. The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.

   b. If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

   c. If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

7. **Status of Contractor, Staff and Personnel**

This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from District; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

8. **Insurance**

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement.

   a. Contractor shall obtain and maintain Workers’ Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.
b. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per claim.

c. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation.

d. General Liability Insurance shall be in the amount of $1,000,000 combined single limit and per occurrence shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation.

e. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD's opinion, the Contractor's work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.

f. Waiver of insurance requirements may only be performed in writing by the NCRTD's Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

9. Assignment

Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

10. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. The Contractor shall make payment to all subcontractors for any work performed under this Agreement prior to billing the District for said work. The Contractor shall demonstrate to the District's satisfaction that such payments have been made and received by any subcontractor and a failure to satisfy the District that said payments have been made may result in the District withholding payments to the Contractor.

11. Records and Audit

Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account, memoranda, and other documents pertaining to District at any reasonable time upon request.
12. **Release**

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. **Confidentiality**

a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

b. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the District in compliance with that law.

14. **Deliverables and Use of Documents**

All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District. Deliverables that are in electronic format, including all data, shall be the property of the District and shall be conveyed to the District in a format that does not require the use of proprietary software, the use of unique or special software, the payment of any fees or the acquisition of any licenses to third parties. In addition to all other deliverables incorporated into this Agreement, the Contractor agrees to provide any necessary information for the District to assist and participate in the State of New Mexico's Disadvantaged Business Enterprises (DBE) compliance.
15. **Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

16. **Amendment**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. **Merger**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. **Non-Discrimination**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. **Invalid Term or Condition**

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Severability**

In case anyone or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability
of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

22. Applicable Law

Contractor shall abide by all applicable federal and state laws and regulations, and all rules and regulations of the District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

23. Indemnification

Contractor shall indemnify, hold harmless and defend District, its Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's negligent performance hereunder or breach hereof and the negligent performance of Contractor's employees, agents, representatives and subcontractors.

24. Disputes

Contractor shall give timely notice to the District of any dispute regarding this Agreement and shall be deemed to have waived any claim and defense if notice of the dispute is not given within 30 days of the act or occurrence giving rise to the dispute. Any litigation between the parties to this Agreement shall be in a court of competent jurisdiction in New Mexico and the parties expressly agree to the Jurisdiction of the New Mexico courts.

25. Notices

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit District: Contractor:
Executive Director
1327 N. Riverside Drive
Española, NM 87532
An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.


The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

a) All requirements of 49 U.S.C. §5304 whether express or implied;
b) Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work as set forth in Exhibit B.
c) Federal Funds shall only be allocated for payment of eligible costs as set forth in Exhibit B and as detailed in the Office of Management and Budget Circulars: A-87, A-102, A-133 and Executive Order 12372.


NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.
Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325
2 CFR 200
49 CFR 633.17

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

22. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.
**FEDERAL CHANGES**

2 CFR 200

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

**CIVIL RIGHTS REQUIREMENTS**

29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

   a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.

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

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Suspension and Debarment**

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by [insert agency name]. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to [insert agency name], the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.
LOBBYING
31 U.S.C. 1352
2 CFR 200
49 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

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

_____________________________ Signature of Contractor's Authorized Official

_____________________________ Name and Title of Contractor's Authorized Official

_____________________________ Date

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

Clean Water Requirements

33 U.S.C. 1251
While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

Disadvantaged Business Enterprises

This contract is covered under New Mexico Department of Transportation's Disadvantaged Business Enterprise Plan and the Contractor agrees to provide any information and data required by the NCRTD in order for the NCRTD to include the work performed under this Agreement in the State's DBE reporting.

**ADA Access**

The service must comply with USDOT ADA regulations (49 CFR Part 37).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

NCRTD Representative: ___________________________ Date: ____________

Contractor Representative: ___________________________ Date: ____________
SCOPE OF WORK

The purpose of this Agreement is to retain Contractor in order to update the existing Transit Service Plan by generating a comprehensive review of the District’s existing transit services, identifying any changes in regional transit need/demand and by producing an updated plan to best address regional needs over the coming seven-year span. NCRTD’s original Transit Service Plan was updated in 2013 through collaborative efforts with a Contractor.

This Contract is intended to update that plan. Geographically, the SPU will focus on the NCRTD’s entire service area as well as connective services to NMDOT Park and Ride, Rail Runner train service, Santa Fe Trail’s bus service, Atomic City Transit in Los Alamos, Miner’s Transit in Red River (and Red Apple Transit in Farmington to the extent feasible). The will occur in 2019, with implementation of the SPU anticipated to occur in 2020-2026.

The plans, proposals and recommendations arising out of the update must consider not only mobility issues but also related topics such as economic development, air quality, housing, job creation, access to healthcare and education, environmental sustainability and energy consumption. The Service Plan as updated will demonstrate equitable service provision throughout North Central New Mexico to the extent feasible. This plan should also consider future opportunities that lie ahead and to provide a safe, reliable and revolutionized mode of transportation in concert with the District’s Mission and Vision statements.

The transit Service Plan Update (SPU) shall cover a seven-year period from 2020-2026. The SPU shall include:

1. Existing Service Assessment; and
2. Future Recommended Service Opportunities; and
3. Implementation Strategies

The SPU will consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, businesses, university students, K-12 school-aged children, elderly people, veterans, and people with disabilities. The SPU will also consider people who do not currently use local public transportation. The SPU will describe how non-users may be encouraged to become transit passengers by identifying what specific barriers or objections non-users have and how NCRTD might overcome those barriers or objections.
The SPU will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations.

The Service Plan Update will recommend implementation strategies and metrics for plan elements, including discussion of priorities and timing issues.

An analysis of, or discussion of changes to the organizational structure or mission of the NCRTD is specifically not requested as part of the SPU. However, the Contractor shall provide information on staffing levels associated with implementation of any changes in levels of service.

**TRANSIT NEEDS ASSESSMENT**

The Contractor shall undertake a Transit Needs Assessment and shall document the results of that assessment. It is expected that the needs assessment will provide the logical basis for the formulation and evaluation of proposals, policies, components, and alternatives leading to the creation of the Transit Service Plan.

The needs assessment will characterize the transit needs of people traveling within, and to and from, the four counties in the District. Transit needs will be described for both the present and future time periods, up to the year 2025. The needs assessment will include an evaluation of the existing transit system’s ability to meet those travel needs and will identify those needs which are not met by the existing system.

The needs assessment shall describe the consequences of current and future unmet transit needs in terms of mobility, rural form, economic impacts, safety, social impacts, environmental impacts and so forth.

The needs assessment shall be informed and guided by stakeholder and public involvement. The needs assessment will be subject to a process of review, comment and possible revisions, based on stakeholder, public involvement and NCRTD staff input. Community meetings will be held in each of the counties in the following communities:

**Rio Arriba County:**
- Española
- Chama
- Dulce & Jicarilla Apache Nation
- Bloomfield*
- Farmington*
- Santa Clara Pueblo
- Ohkay Owingeh Pueblo
- Chimayo

**Santa Fe County:**
- Santa Fe
- Edgewood
- Eldorado
- Tesuque Pueblo
- San Ildelfonso Pueblo
- Pojoaque Pueblo
- Nambe Pueblo

**Taos County:**
- Taos
- Questa
- Red River
- Peñasco

**Los Alamos County:**
- Los Alamos
Communities are located in San Juan County, but are served by NCRTD with direct benefit to Rio Arriba County constituents.

The community meeting dates will be publicized at least two weeks prior to the meeting, and will be advertised in appropriate media, i.e. newspapers, radio, and/or flyers. Contractor should utilize emailing lists from each of the local government units to reach a broad segment of each communities’ constituencies. Sign-in sheets will be retained to verify attendance; an agenda will also be established by Contractor and NCRTD staff and retained for verification. Minutes of the meeting will be kept and responses to all questions will be documented for inclusion in the SPU.

The SPU developed by the Contractor will provide the following details with respect to future proposed operations:

- Types, or modes, of service to be provided (fixed-route bus service, flex or deviated-route bus service, demand response services, commuter, bus rapid transit, micro transit service, etc.)
- Routes and/or locations of the service
- Existing schedule brochure review and assessment, recommendations for future improvements
- Geographic service area
- Days and hours of service
- Vehicle requirements
- Staffing requirements
- Facility requirements

The Contractor will be provided direct access and shall utilize NCRTD’s existing route planning software where possible to assess current services, create/modify services for the future, and demonstrate SPU impacts to the region. Furthermore, Contractor is expected to provide an equity analysis of existing and proposed service modifications to ensure all federal, state and NCRTD requirements related to Title VI (and service equity) are satisfied. Contractor is to ensure systemwide route data is compatible with NCRTD’s existing route planning software, ArcGIS and ITS. Upon completion of the SPU, the Contractor is expected to provide all data generated throughout project to NCRTD in an acceptable format that can be utilized by the NCRTD.

The Contractor shall propose a set of performance criteria against which transit options leading up to a recommended plan will be evaluated. The final recommended plan will be characterized according to these criteria. The set of evaluation criteria shall be developed in consultation with NCRTD staff, stakeholders, and public comment. The criteria should include at least the following categories:

- Level of service available to citizens of the region (including sub-groups based on user type or geography)
- Estimated ridership
- Cost to provide service
- Geographic feasibility
• Safety and health impacts
• Economic development opportunities, economic impacts of the service
• Environmental and energy impacts of the service
• Title VI and service equity

To the extent that the plan requires acquisition of new vehicles, the costs of such items shall be developed on a life-cycle basis.

To the extent that new plans involve significant changes to existing service, the Contractor shall analyze and comment on the effect such changes will have on the existing ridership base and shall propose ways that such changes can be introduced with minimal adverse effect on existing passengers. Throughout the planning effort, the Contractor shall recognize the distinctions between two broad market segments identified by NCRTD: 1) transit dependent passengers; and 2) choice passengers.

Three member-communities of the NCRTD operate their own system of transit services, Los Alamos County, Ohkay Owingeh Pueblo and City of Santa Fe. The NCRTD provides funding to two of these members to operate regional routes approved by the NCRTD Board on an annual basis. The NCRTD also coordinates with the NMDOT operated Park and Ride, as well as the Rail Runner train, Red River Miner’s Transit and Farmington’s Red Apple Transit. The Contractor is not asked as part of this effort, to provide a detailed assessment of these systems. The Contractor is requested to provide a high-level examination of the relationship between these systems’ supplied services and the NCRTD supplied services with the following questions in mind:

• Is there significant overlap or duplication of services?
• What opportunities exist for the systems to better coordinate services or share resources?
• What initiatives might be undertaken jointly by the entities to satisfy regional transit needs that are not provided by either organization acting alone?

As further information to Contractors, the following issues should be addressed by the plan:

• What is an optimal transit plan for NCRTD now and seven years from now? How does this SPU support and/or implement specifically NCRTD’s Long-Range Strategic Plan and its overarching goals and strategic objectives?
• Is NCRTD effectively leveraging their strengths and optimizing their resources? Are there services or relationships that should develop out of collaboration? Is there a duplication of services and efforts?
• Are there existing services that should no longer be provided?
• Is the method of delivery appropriate or is there another better approach?
• What factors must be measured to determine the success of each transit mode/initiative?
• What current transit services/initiatives are most successful? How successful are they? What makes them successful?
• What current transportation services/initiatives are not as successful as desired? Why not? Should these transportation services/initiatives be improved and kept, or be cut? If these services/initiatives should be kept, what specifically should be done to improve them to
make them successful? What is the cost-benefit for improving each under-performing transit service/initiative?

- What services and planning efforts are being duplicated among NCRTD and other local stakeholders? What opportunities for collaboration exist and how does NCRTD move toward further collaboration with each stakeholder?

The SPU will also provide Implementation Strategies for accomplishing the recommendations contained in the Plan. Whereas the SPU is envisioned as a description of a desired future state, the Implementation Strategies should be designed to tell the NCRTD how to get there.

The Contractor shall include, as part of the implementation strategies, a set of recommendations for monitoring on-going achievement of plan objectives.

**FUNDING AND REVENUE STRATEGIES**

The Contractor shall identify strategies for funding the improvements recommended to NCRTD in the updated Transit Service Plan. The funding strategies must address how NCRTD might pay for both capital improvements and on-going operations. Funding strategies may include the use of existing funding sources as well as funding sources not yet in place.

If suggested funding sources are not yet in existence, the Contractor shall identify possible funding sources, outline the steps needed to establish those as viable funding sources, describe possible challenges to establishing those sources, and provide a description of the steps NCRTD might take to fund future services. The Contractor is to use NCRTD’s Long Range Strategic Plan and its overarching goals and objectives to inform the SPU and the recommendations to be made therein.

Currently the NCRTD funding sources are Federal Transit monies through Sections 5304, 5307, 5309, 5310, 5311, Tribal Transit (5311(c)), 5339(b) Bus and Bus Facilities, Transit Gross Receipts Tax and an annual contribution from Los Alamos County. The NCRTD operates a predominantly fare-free system except for a nominal charge for demand response services and routes deemed premium in nature.

**DELIVERABLES**

The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above. However, the Contractor is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

- Executive Summary
- Needs Assessment Report
- Preliminary Options Report
- Recommended Transit Service Plan
- Implementation Strategies
- Funding Strategies
- Stakeholder Involvement Record
- Updated Final Transit Service Plan for Years 2020-2026
• All data and information generated through this process of the Transit Service Plan Update
• All milestone reports and documentation corresponding to invoices and deliverables as required by Federal, State and NCRTD

Each deliverable shall be transmitted to NCRTD in draft form and will be subject to a two-stage review process. NCRTD staff will review the draft and advise the Contractor of needed changes. When the changes have been made, the Contractor will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors process.

Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

All reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

All deliverables are to be presented to NCRTD in multiple formats to ensure compatibility with ArcGIS, Intelligent Transportation Systems and NCRTD’s route planning software.

**TIMETABLE AND BUDGET**

At the start of the project, the Contractor will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Contractor shall update and resubmit the timetable as conditions warrant and a copy of the initial timetable shall be integrated into the agreement as Exhibit “C”.

At the start of the project, the Contractor will provide a task-by-task budget. The budget will be constructed in a way that allows the Contractor and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. Contractors may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6-8-month period as estimated in the Project Planner in Exhibit “A” of this RFP.
APPENDIX C

LETTER OF TRANSMITTAL FORM
**APPENDIX C**

*Letter of Transmittal Form*

RFP#: ____________________________  FED ID# ____________________________

Offeror Name: ____________________________  FED ID# ____________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number ___________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:

   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number ___________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

   Name ______________________________________________________
   Title ______________________________________________________
   E-Mail Address _____________________________________________
   Telephone Number ___________________________________________

5. Use of Sub-Contractors (Select one)

   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

   (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

   ____ I acknowledge receipt of any and all amendments to this RFP.

   ____________________________ ____________________________, 2019

   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
NCRTD, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

North Central Regional Transit District  
c/o Hector E. Ordonez, CPO  
1327 N. Riverside Drive  
Española, NM 87532

by May 7, 2019 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP # 2019-004
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to North Central Regional Transit District, c/o Purchasing Agent via facsimile or e-mail at:

Name: Hector E. Ordonez, CPO  
Address: 1327 N. Riverside Drive  
         Española, NM 87532  
Telephone: (505)629-4701  
Fax: (505)747-6647  
Email: hectoro@ncrtd.org

no later than May 7, 2019 and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Purchasing Agent listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
</tbody>
</table>

Project dates (starting and ending);
QUESTIONS:

1. In what capacity have you worked with this Company in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with documentation and/or materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: ___________________________________________ Rating: __________
Name: ___________________________________________ Rating: __________
Name: ___________________________________________ Rating: __________
Name: ___________________________________________ Rating: __________

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
APPENDIX E

CERTIFICATIONS

[Logo of RTD: Serving North Central New Mexico]
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

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

This affidavit is to be filled out and executed by the Bid; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked “Name of Affiant.” The affiant’s capacity, when a partner or officer of a corporation, should be inserted on the line marked “Capacity.” The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _________________________, County of ________________________________

I, _____________________________, being first duly sworn, do hereby state that
(Name of Affiant)

I ____________________________________________ of ____________________________
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is __________________________________________________________

And who resides at _______________________________________________________

And that _________________________________________________________________
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant: ___________________________________ Date: ______________
Sworn to before me this __________________________ day of ________________, 20____.

Notary public: ________________________________________________
My commission expires: ______________________

Seal
OFFEROR FORM

Bidder shall complete the following form and include it in the Bid.

OFFEROR
By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish equipment and services as specified in its Bid submitted to the District in response to RFP 2019-004 Service Plan Update.

Offeror: ______________________________________________________________

Street address: _________________________________________________________

City, State, ZIP: _________________________________________________________

Name and title of Authorized Signer(s): ____________________________________________

Name and title of Authorized Signer(s): ____________________________________________

Phone: ____________________________________________________________________________

Authorized signature: ___________________________ Date: ________________

Authorized signature: ___________________________ Date: ________________

Authorized signature: ___________________________ Date: ________________
NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.
I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of USDOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for USDOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in USDOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:
1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;

8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at https://nmdot.dbesystem.com

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.
VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient’s DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors
A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT’s prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage
Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.
Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

**XI. Incorporation of Agreement**

This Agreement is incorporated into Subrecipient’s financial assistance agreement with NMDOT by reference and made a part of that agreement.

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<tr>
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<td>Printed Name of Subrecipient Official</td>
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Exhibit A - Scope of Work
SCOPE OF WORK

The purpose of this Agreement is to retain Contractor in order to update the existing Transit Service Plan by generating a comprehensive review of the District’s existing transit services, identifying any changes in regional transit need/demand and by producing an updated plan to best address regional needs over the coming seven-year span. NCRTD’s original Transit Service Plan was updated in 2013 through collaborative efforts with a Contractor.

This Contract is intended to update that plan. Geographically, the SPU will focus on the NCRTD’s entire service area as well as connective services to NMDOT Park and Ride, Rail Runner train service, Santa Fe Trail’s bus service, Atomic City Transit in Los Alamos, Miner’s Transit in Red River (and Red Apple Transit in Farmington to the extent feasible). The will occur in 2019, with implementation of the SPU anticipated to occur in 2020-2026.

The plans, proposals and recommendations arising out of the update must consider not only mobility issues but also related topics such as economic development, air quality, housing, job creation, access to healthcare and education, environmental sustainability and energy consumption. The Service Plan as updated will demonstrate equitable service provision throughout North Central New Mexico to the extent feasible. This plan should also consider future opportunities that lie ahead and to provide a safe, reliable and revolutionized mode of transportation in concert with the District’s Mission and Vision statements.

The transit Service Plan Update (SPU) shall cover a seven-year period from 2020-2026. The SPU shall include:

1. Existing Service Assessment; and
2. Future Recommended Service Opportunities; and
3. Implementation Strategies

The SPU will consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, businesses, university students, K-12 school-aged children, elderly people, veterans, and people with disabilities. The SPU will also consider people who do not currently use local public transportation. The SPU will describe how non-users may be encouraged to become transit passengers by identifying what specific barriers or objections non-users have and how NCRTD might overcome those barriers or objections.

The SPU will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations.

The Service Plan Update will recommend implementation strategies and metrics for plan elements, including discussion of priorities and timing issues.

An analysis of, or discussion of changes to the organizational structure or mission of the NCRTD is specifically not requested as part of the SPU. However, the Contractor shall provide information on staffing levels associated with implementation of any changes in levels of service.
TRANSIT NEEDS ASSESSMENT

The Contractor shall undertake a Transit Needs Assessment and shall document the results of that assessment. It is expected that the needs assessment will provide the logical basis for the formulation and evaluation of proposals, policies, components, and alternatives leading to the creation of the Transit Service Plan.

The needs assessment will characterize the transit needs of people traveling within, and to and from, the four counties in the District. Transit needs will be described for both the present and future time periods, up to the year 2025. The needs assessment will include an evaluation of the existing transit system’s ability to meet those travel needs and will identify those needs which are not met by the existing system.

The needs assessment shall describe the consequences of current and future unmet transit needs in terms of mobility, rural form, economic impacts, safety, social impacts, environmental impacts and so forth.

The needs assessment shall be informed and guided by stakeholder and public involvement. The needs assessment will be subject to a process of review, comment and possible revisions, based on stakeholder, public involvement and NCRTD staff input. Community meetings will be held in each of the counties in the following communities:

**Rio Arriba County:**
- Española
- Chama
- Dulce & Jicarilla Apache Nation
- Bloomfield*
- Farmington*
- Santa Clara Pueblo
- Ohkay Owingeh Pueblo
- Chimayo

**Santa Fe County:**
- Santa Fe
- Edgewood
- Eldorado
- Tesuque Pueblo
- San Ildefonso Pueblo
- Pojoaque Pueblo
- Nambe Pueblo

**Taos County:**
- Taos
- Questa
- Red River
- Peñasco

**Los Alamos County:**
- Los Alamos

*Communities are located in San Juan County, but are served by NCRTD with direct benefit to Rio Arriba County constituents*

The community meeting dates will be publicized at least two weeks prior to the meeting, and will be advertised in appropriate media, i.e. newspapers, radio, and/or flyers. Contractor should utilize emailing lists from each of the local government units to reach a broad segment of each communities’ constituencies. Sign-in sheets will be retained to verify attendance; an agenda will also be established by Contractor and NCRTD staff and retained for verification. Minutes of the meeting will be kept and responses to all questions will be documented for inclusion in the SPU.
The SPU developed by the Contractor will provide the following details with respect to future proposed operations:

- Types, or modes, of service to be provided (fixed-route bus service, flex or deviated-route bus service, demand response services, commuter, bus rapid transit, micro transit service, etc.)
- Routes and/or locations of the service
- Existing schedule brochure review and assessment, recommendations for future improvements
- Geographic service area
- Days and hours of service
- Vehicle requirements
- Staffing requirements
- Facility requirements

The Contractor will be provided direct access and shall utilize NCRTD’s existing route planning software where possible to assess current services, create/modify services for the future, and demonstrate SPU impacts to the region. Furthermore, Contractor is expected to provide an equity analysis of existing and proposed service modifications to ensure all federal, state and NCRTD requirements related to Title VI (and service equity) are satisfied. Contractor is to ensure systemwide route data is compatible with NCRTD’s existing route planning software, ArcGIS and ITS. Upon completion of the SPU, the Contractor is expected to provide all data generated throughout project to NCRTD in an acceptable format that can be utilized by the NCRTD.

The Contractor shall propose a set of performance criteria against which transit options leading up to a recommended plan will be evaluated. The final recommended plan will be characterized according to these criteria. The set of evaluation criteria shall be developed in consultation with NCRTD staff, stakeholders, and public comment. The criteria should include at least the following categories:

- Level of service available to citizens of the region (including sub-groups based on user type or geography)
- Estimated ridership
- Cost to provide service
- Geographic feasibility
- Safety and health impacts
- Economic development opportunities, economic impacts of the service
- Environmental and energy impacts of the service
- Title VI and service equity

To the extent that the plan requires acquisition of new vehicles, the costs of such items shall be developed on a life-cycle basis.

To the extent that new plans involve significant changes to existing service, the Contractor shall analyze and comment on the effect such changes will have on the existing ridership base and shall propose ways that such changes can be introduced with minimal adverse effect on existing passengers. Throughout the planning
effort, the Contractor shall recognize the distinctions between two broad market segments identified by NCRTD: 1) transit dependent passengers; and 2) choice passengers.

Three member-communities of the NCRTD operate their own system of transit services, Los Alamos County, Ohkay Owingeh Pueblo and City of Santa Fe. The NCRTD provides funding to two of these members to operate regional routes approved by the NCRTD Board on an annual basis. The NCRTD also coordinates with the NMDOT operated Park and Ride, as well as the Rail Runner train, Red River Miner’s Transit and Farmington’s Red Apple Transit. The Contractor is not asked as part of this effort, to provide a detailed assessment of these systems. The Contractor is requested to provide a high-level examination of the relationship between these systems’ supplied services and the NCRTD supplied services with the following questions in mind:

- Is there significant overlap or duplication of services?
- What opportunities exist for the systems to better coordinate services or share resources?
- What initiatives might be undertaken jointly by the entities to satisfy regional transit needs that are not provided by either organization acting alone?

As further information to Contractors, the following issues should be addressed by the plan:

- What is an optimal transit plan for NCRTD now and seven years from now? How does this SPU support and/or implement specifically NCRTD’s Long-Range Strategic Plan and its overarching goals and strategic objectives?
- Is NCRTD effectively leveraging their strengths and optimizing their resources? Are there services or relationships that should develop out of collaboration? Is there a duplication of services and efforts?
- Are there existing services that should no longer be provided?
- Is the method of delivery appropriate or is there another better approach?
- What factors must be measured to determine the success of each transit mode/initiative?
- What current transit services/initiatives are most successful? How successful are they? What makes them successful?
- What current transportation services/initiatives are not as successful as desired? Why not? Should these transportation services/initiatives be improved and kept, or be cut? If these services/initiatives should be kept, what specifically should be done to improve them to make them successful? What is the cost-benefit for improving each under-performing transit service/initiative?
- What services and planning efforts are being duplicated among NCRTD and other local stakeholders? What opportunities for collaboration exist and how does NCRTD move toward further collaboration with each stakeholder?

The SPU will also provide Implementation Strategies for accomplishing the recommendations contained in the Plan. Whereas the SPU is envisioned as a description of a desired future state, the Implementation Strategies should be designed to tell the NCRTD how to get there.

The Contractor shall include, as part of the implementation strategies, a set of recommendations for monitoring on-going achievement of plan objectives.
FUNDING AND REVENUE STRATEGIES

The Contractor shall identify strategies for funding the improvements recommended to NCRTD in the updated Transit Service Plan. The funding strategies must address how NCRTD might pay for both capital improvements and on-going operations. Funding strategies may include the use of existing funding sources as well as funding sources not yet in place.

If suggested funding sources are not yet in existence, the Contractor shall identify possible funding sources, outline the steps needed to establish those as viable funding sources, describe possible challenges to establishing those sources, and provide a description of the steps NCRTD might take to fund future services. The Contractor is to use NCRTD’s Long Range Strategic Plan and its overarching goals and objectives to inform the SPU and the recommendations to be made therein.

Currently the NCRTD funding sources are Federal Transit monies through Sections 5304, 5307, 5309, 5310, 5311, Tribal Transit (5311(c)), 5339(b) Bus and Bus Facilities, Transit Gross Receipts Tax and an annual contribution from Los Alamos County. The NCRTD operates a predominantly fare-free system except for a nominal charge for demand response services and routes deemed premium in nature.

DELIVERABLES

The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above. However, the Contractor is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

- Executive Summary
- Needs Assessment Report
- Preliminary Options Report
- Recommended Transit Service Plan
- Implementation Strategies
- Funding Strategies
- Stakeholder Involvement Record
- Updated Final Transit Service Plan for Years 2020-2026
- All data and information generated through this process of the Transit Service Plan Update
- All milestone reports and documentation corresponding to invoices and deliverables as required by Federal, State and NCRTD

Each deliverable shall be transmitted to NCRTD in draft form and will be subject to a two-stage review process. NCRTD staff will review the draft and advise the Contractor of needed changes. When the changes have been made, the Contractor will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors process.
Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

All reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

All deliverables are to be presented to NCRTD in multiple formats to ensure compatibility with ArcGIS, Intelligent Transportation Systems and NCRTD’s route planning software.

**TIMETABLE AND BUDGET**

At the start of the project, the Contractor will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Contractor shall update and resubmit the timetable as conditions warrant and a copy of the initial timetable shall be integrated into the agreement as Exhibit “C”.

At the start of the project, the Contractor will provide a task-by-task budget. The budget will be constructed in a way that allows the Contractor and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. Contractors may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6-8-month period as estimated in the Project Planner in Exhibit “A” of this RFP.
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Questions about Request for Proposal (RFP) # 2019-004 that were by received by April 9, 2019 along with their corresponding answers from NCRTD.

1. Is there a DBE requirement for this contract?

No. There is not DBE requirement for this contract.

2. Is the consultant team expected to attend community meetings in each of the 20 locations listed in the scope of work?

Yes, the Consultant team is required to attend all public input meetings and provide verbatim transcripts of all meeting comments/discussion. It is Consultant discretion as to which members of the team (possibly a public outreach team or something similar) attend the public meetings on its behalf. NCRTD Staff will attend the meetings as well.

3. Will NCRTD coordinate logistics for each of the 20 community meetings? (secure a location, publicize the meeting, etc.)

The Consultant is expected to coordinate meeting logistics including identifying and reserving meeting locations, publicizing meetings, ensuring appropriate media tools are in place to aid in the discussion, coordinating reasonable accommodations as requested by public, etcetera.

4. What route planning software does NCRTD use?

Remix software.
5. Does the district have stop-level ridership data for its fixed route services? When was the data collected? If not, what ridership data is available by route or segment?

Starting January 1, 2018, ridership has been tracked electronically; ridership data is on the stop level for majority of routes, but in some instances (pilot route, ski services, etc.) the ridership may be on a route segment level by day. Prior to 2018, ridership data was collected via tally and was captured on the route level (historical ridership info available monthly in the monthly NCRTD Board packet) by month.

6. Other than stakeholder and public involvement, what data is the contractor expected to collect and/or analyze to inform the development of the transit service plan

Data to be collected and analyzed as called out in the RFP as well as including but not limited to: economics drivers-current and future; Title VI (to inform fair and equitable service provision); demographics (youth, young adult, working-age, elderly); transit/transportation trends; partner transit providers in region and service coordination; NCRTD Long Range Strategic Plan; major employment centers; education centers; medical centers; housing; air quality; community-specific needs- Veteran, Tribal, rural, urban, commuter, student, limited mobility, choice riders and current non-users. Identify paths forward to true increased ridership. Identify/Estimate operational/capital costs and staffing levels to operate suggested services in SPU and timeline to accomplish services.

7. What is the format that NCRTD needs for deliverables to be compatible with intelligent transportation systems?

Refer to Question # 8

8. What format does NCRTD need for deliverables to be compatible with its route planning software?

Selected Consultant is expected to work within Remix software to produce route deliverables such as stops, trips, patterns, stop-to-stop distances and times, route traces, etc. The selected Consultant will be required to sign a contract with Remix in which the Consultant is given access to all current NCRTD route data and information. The Remix output of the route work is in a format that is compatible with NCRTD’s ITS. Deliverables will also need to be compatible with ArcGIS.
Addendum No. 2  
May 28, 2019

Change in Sequence of Events- Due to unexpected and unforeseeable circumstances the NCRTD was not able to adhere to the original sequence of events. The following table shows the updated schedule regarding RFP 2019-004 Transit Service Plan Update (SPU):

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates Sample Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>NCRTD</td>
<td>March 29, 2019</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications due to NCRTD</td>
<td>Potential Offerors</td>
<td>April 9, 2019</td>
</tr>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>NCRTD</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td><strong>Proposal Due Date</strong></td>
<td>Potential Offerors</td>
<td>May 7, 2019</td>
</tr>
<tr>
<td>Evaluation of Proposals Received</td>
<td>NCRTD</td>
<td>June 18, 2019</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>Potential Offerors</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Anticipated Award by Board of Directors</td>
<td>NCRTD</td>
<td>August 2, 2019</td>
</tr>
</tbody>
</table>

We appreciate your interest in working with the District and your patience during this procurement process. We apologize for any inconvenience this might have caused you. Please let me know if you have any questions or concerns.

Regards,

Hector E Ordonez, CPO  
Chief Procurement Officer
North Central Regional Transit District  
Monthly Financial Report  
As of June 30, 2019

Summary

The North Central Regional Transit District (NCRTD) is currently reporting twelve months of financial activity as of June 30, 2019. Expenses and Revenues reported for the period through June 30, 2019 represent 100% of the budget.

Total revenue received thus far is $11,832,147 and $10,015,572 of expenses have incurred; this means that the District has received $1,816,575 more in revenues than it has spent. This amount does not include contributions that will be made to Rio Metro of Approximately $650,000.

Monthly budget figures for GRT, federal and capital grant revenues as well as expenses were calculated utilizing trends from the last three fiscal years.

Financial Highlights

Revenue:

As of June 30, 2019, total revenue received for this fiscal Year was $11,832,147 this represents 89.80% of total revenues budgeted for the year.

Significant Variances:

- **Revenues** –
  - **GRT**- We will go over in detail in the next page.
  - **Federal Revenues** - Are $2,339,960 this is $788,050 less than the prior year because 5311 Billing for the month of June and Capital Purchases for the Bus have not been made. Once the books are closed, buses are received, and accruals made, we will submit a final request to NMDOT for the month of June.
  - **5311c Revenues** - are $187,731 this is $170,245 more than the prior year. The increase is related to an FTA reimbursement made to the District by FTA for capital expenditures paid on behalf of the Jicarilla Apache Nation.
  - **Local Match** – The $21,320 decrease from the prior year is due to the fact that we did not get a contribution from Ski Santa Fe this year ($15,000) and an additional contribution of $15,000 was received last year from the City of Santa Fe related to the consolidation Study.
  - **Miscellaneous Revenues & Charges for services** –The increase of $64,000 in miscellaneous revenue is related an increase of $29,143 in fares collected and approximately $35,000 more in investment revenue.
Expenditures:

As of June 30, 2019, the District recognized expenditures totaling $10,015,572 this represents 76.01% of total budgeted expenditures for this fiscal year.

- **Expenses** –
  - Contributions to other Transit Agencies: 2 contributions are still pending for Rio Metro of approximately $650,000.
  - Contractual Services: Increase of $65,000 related to payments made to Huit–Zollars for the Design of the Taos Facility.
  - Capital Expenses: Decrease of $651,118 is related to the buses budgeted in FY 2019 that have not been received as of July 19, 2019. If they are not received by August 15, 2019 the budget will be carried over to the next fiscal year.

GRT Revenue:

GRT Revenue received in April was $746,386 this is $192,000 more than budgeted and $138,793 more than what we received the same month last year.

GRT Revenue by County:

- Los Alamos County receipts were $242,510 this is $120,977 more than the same month last year and $148,089 more than budgeted.
- Rio Arriba County receipts were $39,311 this is $74 more than the same month last year and $977 less than budgeted.
- Santa Fe County receipts were $402,335 this is $16,007 more than the same month last year and $42,368 more than budgeted.
- Taos County receipts were $62,230 this is $1,735 more than the same month last year and $2,520 more than budgeted.

Grant Revenue:

Grant Revenue received in April is $173,659 this is $77,848 less than we budgeted and $679,342 less than what we received the same month last year. This is related to the purchase of buses that were received in July 2018 but accrued in the month of June 2018. The amount of expenditures related to the purchase of buses last year was approximately $1,294,900. The grant share for the buses that were budgeted this year is $910,000.

Expense Categories:

Total Expenses for the month of April are $10,015,573. The net effect between the administrative, operating and capital expense categories is a decrease of $1,611,103 from the prior year which correlates to the differences in the amount of $1,611,103 that were discussed in the Statement of Revenues and Change in net Position.
The monthly Expenditures are allocated in the following categories:

- Administrative expenses totaled $140,412 this is $87,553 less than the same month last year and $125,088 less than we budgeted (administrative expenses are at 85.73% of their annual budget)
- Operating expenses totaled $656,114 this is $791,990 less than the same month last year and $829,298 less than we budgeted (operating expenses are at 87.13% of the annual budget).
- Capital expenses totaled $223,001 this is $381,954 less than the same month last year and $747,113 less than we budgeted (capital expenses are at 24.09% of their monthly budget)

**Other Matters:**

N/A
## North Central Regional Transit District
### Statement of Revenues, Expenses and Change in Net Position - (Cash Basis)
#### As of June 30, 2019
#### FY2019 (July 1, 2018 to June 30, 2019)

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Receipt</td>
<td>$8,165,049</td>
<td>$7,330,000</td>
<td>$8,617,384</td>
<td>$452,335</td>
<td>117.56%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>3,128,009</td>
<td>3,436,221</td>
<td>2,339,960</td>
<td>(788,050)</td>
<td>68.10%</td>
</tr>
<tr>
<td>S5311c/Member Contributions</td>
<td>17,486</td>
<td>306,552</td>
<td>187,731</td>
<td>170,245</td>
<td>61.24%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>-</td>
<td>195,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Match</td>
<td>507,422</td>
<td>482,114</td>
<td>486,102</td>
<td>(21,320)</td>
<td>100.83%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>1,262,920</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>37,077</td>
<td>42,500</td>
<td>58,578</td>
<td>21,502</td>
<td>137.83%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>100,190</td>
<td>120,600</td>
<td>142,393</td>
<td>42,203</td>
<td>118.07%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$11,955,233</td>
<td>$13,175,907</td>
<td>$11,832,147</td>
<td>$(123,086)</td>
<td>89.80%</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$2,621,088</td>
<td>$2,900,940</td>
<td>$2,714,296</td>
<td>$93,208</td>
<td>93.57%</td>
</tr>
<tr>
<td>Overtime</td>
<td>207,509</td>
<td>147,500</td>
<td>230,370</td>
<td>22,860</td>
<td>156.18%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>1,186,618</td>
<td>1,353,299</td>
<td>1,220,758</td>
<td>34,140</td>
<td>90.21%</td>
</tr>
<tr>
<td>Contributions to Other Transit Agencies</td>
<td>4,913,701</td>
<td>4,743,220</td>
<td>3,837,502</td>
<td>(1,076,199)</td>
<td>80.91%</td>
</tr>
<tr>
<td>Office</td>
<td>57,382</td>
<td>51,928</td>
<td>41,458</td>
<td>(15,924)</td>
<td>79.84%</td>
</tr>
<tr>
<td>Utilities</td>
<td>85,005</td>
<td>90,782</td>
<td>60,872</td>
<td>(4,913)</td>
<td>86.05%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>298,306</td>
<td>525,978</td>
<td>362,484</td>
<td>64,178</td>
<td>68.92%</td>
</tr>
<tr>
<td>Advertising</td>
<td>86,877</td>
<td>112,295</td>
<td>99,183</td>
<td>12,306</td>
<td>88.32%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>56,493</td>
<td>33,500</td>
<td>25,492</td>
<td>(31,001)</td>
<td>76.09%</td>
</tr>
<tr>
<td>Insurance</td>
<td>106,916</td>
<td>111,811</td>
<td>110,071</td>
<td>3,155</td>
<td>98.44%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>43,124</td>
<td>71,601</td>
<td>30,733</td>
<td>(12,391)</td>
<td>42.92%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>64,840</td>
<td>71,869</td>
<td>34,905</td>
<td>(29,935)</td>
<td>48.57%</td>
</tr>
<tr>
<td>Fuel</td>
<td>432,036</td>
<td>400,000</td>
<td>406,429</td>
<td>(25,608)</td>
<td>101.61%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>334,251</td>
<td>338,500</td>
<td>345,747</td>
<td>11,496</td>
<td>102.14%</td>
</tr>
<tr>
<td>Bus &amp; Shelter Amenities</td>
<td>-</td>
<td>6,000</td>
<td>5,996</td>
<td>5,996</td>
<td>99.93%</td>
</tr>
<tr>
<td>Other</td>
<td>300</td>
<td>1,870</td>
<td>8,167</td>
<td>7,867</td>
<td>436.73%</td>
</tr>
<tr>
<td>Capital</td>
<td>1,132,230</td>
<td>2,214,814</td>
<td>481,112</td>
<td>(651,118)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$11,626,676</td>
<td>$13,175,907</td>
<td>$10,015,572</td>
<td>$(1,611,103)</td>
<td>76.01%</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>$328,557</td>
<td>-</td>
<td>$1,816,575</td>
<td>$1,488,018</td>
<td>13.79%</td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Gross Receipts Revenue- By Month (Cash Basis)
As of June 30, 2019
FY2019 (July 1, 2018 to June 30, 2019)

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$637,283</td>
<td>$798,916</td>
<td>$161,633</td>
<td>25.36%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>752,132</td>
<td>759,415</td>
<td>7,283</td>
<td>0.97%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>612,854</td>
<td>764,560</td>
<td>151,706</td>
<td>24.75%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>604,186</td>
<td>638,122</td>
<td>33,935</td>
<td>5.62%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>778,984</td>
<td>808,554</td>
<td>29,570</td>
<td>3.80%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>524,277</td>
<td>721,267</td>
<td>196,990</td>
<td>37.57%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>571,662</td>
<td>643,374</td>
<td>71,712</td>
<td>12.54%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>629,933</td>
<td>760,890</td>
<td>130,958</td>
<td>20.79%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>588,374</td>
<td>692,406</td>
<td>104,032</td>
<td>17.68%</td>
</tr>
<tr>
<td>APR 19</td>
<td>520,255</td>
<td>603,383</td>
<td>83,128</td>
<td>15.98%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>555,675</td>
<td>680,111</td>
<td>124,436</td>
<td>22.39%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>554,385</td>
<td>746,386</td>
<td>192,000</td>
<td>34.63%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,330,000</strong></td>
<td><strong>$8,617,384</strong></td>
<td><strong>$1,287,384</strong></td>
<td><strong>17.56%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$710,922</td>
<td>$798,916</td>
<td>$87,994</td>
<td>12.38%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>843,852</td>
<td>759,415</td>
<td>(84,437)</td>
<td>-10.01%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>669,620</td>
<td>764,560</td>
<td>94,939</td>
<td>14.18%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>658,919</td>
<td>638,122</td>
<td>(20,798)</td>
<td>-3.16%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>881,679</td>
<td>808,554</td>
<td>(73,124)</td>
<td>-8.29%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>559,911</td>
<td>721,267</td>
<td>161,356</td>
<td>28.82%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>621,205</td>
<td>643,374</td>
<td>22,170</td>
<td>3.57%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>682,867</td>
<td>760,890</td>
<td>78,024</td>
<td>11.43%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>655,087</td>
<td>692,406</td>
<td>37,319</td>
<td>5.70%</td>
</tr>
<tr>
<td>APR 19</td>
<td>571,516</td>
<td>603,383</td>
<td>31,867</td>
<td>5.58%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>596,378</td>
<td>680,111</td>
<td>83,733</td>
<td>14.04%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>607,593</td>
<td>746,386</td>
<td>138,793</td>
<td>22.84%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,059,548</strong></td>
<td><strong>$8,617,384</strong></td>
<td><strong>$557,836</strong></td>
<td><strong>6.92%</strong></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Gross Receipts Revenue - By County (Cash Basis)
As of June 30, 2019
FY2019 (July 1, 2018 to June 30, 2019)

LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$215,014</td>
<td>$167,048.03</td>
<td>$246,238</td>
<td>$31,224</td>
<td>$79,190</td>
</tr>
<tr>
<td>AUG 18</td>
<td>276,922</td>
<td>215,145.04</td>
<td>195,724</td>
<td>(104,329)</td>
<td>(42,552)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>127,129</td>
<td>98,768.79</td>
<td>205,402</td>
<td>78,272</td>
<td>106,633</td>
</tr>
<tr>
<td>OCT 18</td>
<td>121,353</td>
<td>94,281.25</td>
<td>50,942</td>
<td>(70,411)</td>
<td>(43,340)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>334,441</td>
<td>259,833.21</td>
<td>263,096</td>
<td>(71,346)</td>
<td>3,263</td>
</tr>
<tr>
<td>DEC 18</td>
<td>36,324</td>
<td>28,220.73</td>
<td>188,925</td>
<td>152,601</td>
<td>160,704</td>
</tr>
<tr>
<td>JAN 19</td>
<td>100,116</td>
<td>77,782.18</td>
<td>121,919</td>
<td>21,803</td>
<td>44,137</td>
</tr>
<tr>
<td>FEB 19</td>
<td>102,279</td>
<td>79,462.59</td>
<td>160,730</td>
<td>58,451</td>
<td>81,268</td>
</tr>
<tr>
<td>MAR 19</td>
<td>189,345</td>
<td>147,105.20</td>
<td>198,326</td>
<td>8,981</td>
<td>51,221</td>
</tr>
<tr>
<td>APR 19</td>
<td>124,148</td>
<td>96,452.99</td>
<td>133,221</td>
<td>9,073</td>
<td>36,768</td>
</tr>
<tr>
<td>MAY 19</td>
<td>53,389</td>
<td>41,479.13</td>
<td>143,514</td>
<td>90,124</td>
<td>102,035</td>
</tr>
<tr>
<td>JUN 19</td>
<td>121,533</td>
<td>94,420.87</td>
<td>242,510</td>
<td>120,977</td>
<td>148,089</td>
</tr>
<tr>
<td></td>
<td>$1,801,994</td>
<td>$1,400,000</td>
<td>$2,127,415</td>
<td>$325,421</td>
<td>$727,415</td>
</tr>
</tbody>
</table>
## Gross Receipts Revenue - By County (Cash Basis)

### As of June 30, 2019

**FY2019 (July 1, 2018 to June 30, 2019)**

### RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$47,069</td>
<td>$48,329.48</td>
<td>$38,636</td>
<td>$(8,433) ❄️</td>
<td>$(9,693)</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$43,519</td>
<td>$44,684.42</td>
<td>$43,486</td>
<td>$(33) ❄️</td>
<td>$(1,198)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$43,970</td>
<td>$45,147.82</td>
<td>$40,743</td>
<td>$(3,227) ❄️</td>
<td>$(4,405)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$48,121</td>
<td>$49,409.38</td>
<td>$42,920</td>
<td>$(5,200) ❄️</td>
<td>$(6,489)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$50,166</td>
<td>$51,547.82</td>
<td>$43,399</td>
<td>$(6,767) ❄️</td>
<td>$(8,110)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$42,469</td>
<td>$43,606.30</td>
<td>$40,263</td>
<td>$(2,206) ❄️</td>
<td>$(3,344)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$43,502</td>
<td>$44,666.98</td>
<td>$39,306</td>
<td>$(4,196) ❄️</td>
<td>$(5,361)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$48,097</td>
<td>$49,385.33</td>
<td>$46,741</td>
<td>$(1,356) ❄️</td>
<td>$(2,644)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$34,905</td>
<td>$35,839.80</td>
<td>$37,155</td>
<td>2,250 ❄️</td>
<td>1,316</td>
</tr>
<tr>
<td>APR 19</td>
<td>$35,149</td>
<td>$36,089.95</td>
<td>$35,508</td>
<td>360 ❄️</td>
<td>(582)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$39,737</td>
<td>$41,043.73</td>
<td>$38,982</td>
<td>(991) ❄️</td>
<td>(2,062)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$39,237</td>
<td>$40,287.41</td>
<td>$39,311</td>
<td>74 ❄️</td>
<td>(977)</td>
</tr>
</tbody>
</table>

|       | $516,177    | $530,000    | $486,451    | $(29,726) ❄️ | $(43,549)                           |
### SANTA FE COUNTY

#### Gross Receipts Revenue - By County (Cash Basis)

**As of June 30, 2019**

**FY2019 (July 1, 2018 to June 30, 2019)**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$382,000</td>
<td>$355,934</td>
<td>$445,926</td>
<td>$63,926</td>
<td>$89,992</td>
</tr>
<tr>
<td>AUG 18</td>
<td>440,066</td>
<td>410,037</td>
<td>462,694</td>
<td>22,628</td>
<td>52,657</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>418,301</td>
<td>389,758</td>
<td>439,788</td>
<td>21,487</td>
<td>50,030</td>
</tr>
<tr>
<td>OCT 18</td>
<td>408,961</td>
<td>381,055</td>
<td>461,103</td>
<td>52,142</td>
<td>80,048</td>
</tr>
<tr>
<td>NOV 18</td>
<td>415,851</td>
<td>387,475</td>
<td>427,474</td>
<td>11,623</td>
<td>39,999</td>
</tr>
<tr>
<td>DEC 18</td>
<td>405,811</td>
<td>378,120</td>
<td>415,311</td>
<td>9,500</td>
<td>37,191</td>
</tr>
<tr>
<td>JAN 19</td>
<td>401,313</td>
<td>373,929</td>
<td>409,987</td>
<td>8,674</td>
<td>36,058</td>
</tr>
<tr>
<td>FEB 19</td>
<td>443,285</td>
<td>413,037</td>
<td>455,801</td>
<td>12,516</td>
<td>42,764</td>
</tr>
<tr>
<td>MAR 19</td>
<td>358,636</td>
<td>334,164</td>
<td>378,050</td>
<td>19,414</td>
<td>43,886</td>
</tr>
<tr>
<td>APR 19</td>
<td>346,691</td>
<td>323,034</td>
<td>363,575</td>
<td>16,884</td>
<td>40,541</td>
</tr>
<tr>
<td>MAY 19</td>
<td>422,307</td>
<td>393,490</td>
<td>413,831</td>
<td>(8,476)</td>
<td>20,340</td>
</tr>
<tr>
<td>JUN 19</td>
<td>386,328</td>
<td>359,966</td>
<td>402,335</td>
<td>16,007</td>
<td>42,368</td>
</tr>
</tbody>
</table>

**Total:**
- Actual FY18: $4,829,550
- Budget FY19: $4,500,000
- Actual FY19: $5,075,875
- Year-to-Date Budget Variance: $246,325
- Total Variance: $575,875
North Central Regional Transit District  
Gross Receipts Revenue- By County (Cash Basis)  
As of June 30, 2019  
FY2019 (July 1, 2018 to June 30, 2019)  

**TAOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY18</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$66,839</td>
<td>$65,972.04</td>
<td>$68,116</td>
<td>$1,277 $2,144</td>
</tr>
<tr>
<td>AUG 18</td>
<td>83,346</td>
<td>82,265</td>
<td>80,642</td>
<td>(2,704) (1,623)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>80,220</td>
<td>79,179</td>
<td>78,627</td>
<td>(1,593) (552)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>80,485</td>
<td>79,441</td>
<td>83,156</td>
<td>2,672 3,716</td>
</tr>
<tr>
<td>NOV 18</td>
<td>81,220</td>
<td>80,167</td>
<td>74,586</td>
<td>(6,635) (5,581)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>75,307</td>
<td>74,330</td>
<td>76,769</td>
<td>1,462 2,438</td>
</tr>
<tr>
<td>JAN 19</td>
<td>76,273</td>
<td>75,284</td>
<td>72,162</td>
<td>(4,111) (3,122)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>89,205</td>
<td>88,048</td>
<td>97,618</td>
<td>8,413 9,570</td>
</tr>
<tr>
<td>MAR 19</td>
<td>72,201</td>
<td>71,265</td>
<td>78,874</td>
<td>6,672 7,609</td>
</tr>
<tr>
<td>APR 19</td>
<td>65,528</td>
<td>64,678</td>
<td>71,078</td>
<td>5,551 6,401</td>
</tr>
<tr>
<td>MAY 19</td>
<td>80,708</td>
<td>79,662</td>
<td>83,785</td>
<td>3,076 4,123</td>
</tr>
<tr>
<td>JUN 19</td>
<td>60,495</td>
<td>59,710</td>
<td>62,230</td>
<td>1,735 2,520</td>
</tr>
<tr>
<td></td>
<td>$911,827</td>
<td>$900,000</td>
<td>$927,643</td>
<td>$15,816 $27,643</td>
</tr>
</tbody>
</table>
### North Central Regional Transit District
#### Grant Revenue - By Month (Cash Basis)
#### As of June 30, 2019
#### FY2019 (July 1, 2018 to June 30, 2019)

#### Budget to Actual FY2018

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$168,529</td>
<td>$99,705</td>
<td>$(68,824)</td>
<td>59.16%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$180,587</td>
<td>$158,743</td>
<td>(21,844)</td>
<td>87.90%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$247,616</td>
<td>$240,773</td>
<td>(6,843)</td>
<td>97.24%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$176,941</td>
<td>$28,041</td>
<td>(148,900)</td>
<td>15.85%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$169,900</td>
<td>-</td>
<td>(169,900)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$204,810</td>
<td>$430,714</td>
<td>225,904</td>
<td>210.30%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$233,369</td>
<td>$177,584</td>
<td>(55,785)</td>
<td>76.10%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$197,074</td>
<td>$380,740</td>
<td>183,666</td>
<td>193.20%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$278,783</td>
<td>$175,045</td>
<td>(103,738)</td>
<td>62.79%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$203,918</td>
<td>$183,400</td>
<td>(20,518)</td>
<td>89.94%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$423,187</td>
<td>$291,556</td>
<td>(131,631)</td>
<td>68.90%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$951,507</td>
<td>$173,659</td>
<td>(777,848)</td>
<td>18.25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,436,221</strong></td>
<td><strong>$2,339,960</strong></td>
<td><strong>$(1,096,261)</strong></td>
<td><strong>68.10%</strong></td>
</tr>
</tbody>
</table>

#### Prior Year vs. Current Year FY2018

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$151,082</td>
<td>$99,705</td>
<td>$(51,377)</td>
<td>65.99%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$161,892</td>
<td>$158,743</td>
<td>(3,149)</td>
<td>98.05%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$221,981</td>
<td>$240,773</td>
<td>18,792</td>
<td>108.47%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$158,623</td>
<td>$28,041</td>
<td>(130,582)</td>
<td>17.68%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$152,311</td>
<td>-</td>
<td>(152,311)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$183,607</td>
<td>$430,714</td>
<td>247,107</td>
<td>234.58%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$209,209</td>
<td>$177,584</td>
<td>(31,625)</td>
<td>84.88%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$176,672</td>
<td>$380,740</td>
<td>204,068</td>
<td>215.51%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$249,922</td>
<td>$175,045</td>
<td>(74,877)</td>
<td>70.04%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$182,807</td>
<td>$183,400</td>
<td>593</td>
<td>100.32%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$379,376</td>
<td>$291,556</td>
<td>(87,820)</td>
<td>76.85%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$853,001</td>
<td>$173,659</td>
<td>(679,342)</td>
<td>20.36%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,080,483</strong></td>
<td><strong>$2,339,960</strong></td>
<td><strong>$(740,523)</strong></td>
<td><strong>75.96%</strong></td>
</tr>
</tbody>
</table>
### Administrative Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Inc (Dec) 2018 vs FY19</th>
<th>Year to Date</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$102,251</td>
<td>$119,087</td>
<td>$55,792</td>
<td>$46,459</td>
<td>49.4%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$107,481</td>
<td>$125,178</td>
<td>$145,371</td>
<td>37,890</td>
<td>113.6%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>119,392</td>
<td>139,050</td>
<td>120,935</td>
<td>1,543</td>
<td>115.1%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>108,441</td>
<td>126,296</td>
<td>185,241</td>
<td>76,800</td>
<td>141.6%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>92,475</td>
<td>107,701</td>
<td>114,740</td>
<td>22,265</td>
<td>105.4%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>103,590</td>
<td>120,646</td>
<td>113,075</td>
<td>9,485</td>
<td>93.7%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>139,560</td>
<td>162,539</td>
<td>132,906</td>
<td>6,654</td>
<td>81.7%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>107,551</td>
<td>125,259</td>
<td>108,579</td>
<td>1,028</td>
<td>86.8%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>164,395</td>
<td>191,462</td>
<td>144,927</td>
<td>19,468</td>
<td>75.6%</td>
</tr>
<tr>
<td>APR 19</td>
<td>131,027</td>
<td>152,600</td>
<td>94,871</td>
<td>36,156</td>
<td>62.1%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>79,997</td>
<td>93,169</td>
<td>125,044</td>
<td>45,047</td>
<td>134.2%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>227,965</td>
<td>265,500</td>
<td>140,412</td>
<td>87,553</td>
<td>52.9%</td>
</tr>
<tr>
<td></td>
<td>$1,484,124</td>
<td>$1,728,486</td>
<td>$1,481,893</td>
<td>$2,231</td>
<td>85.7%</td>
</tr>
</tbody>
</table>

### Operating Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Inc (Dec) 2018 vs FY19</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$308,538</td>
<td>$316,486</td>
<td>$172,069</td>
<td>$136,468</td>
<td>54.3%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>288,854</td>
<td>296,296</td>
<td>411,265</td>
<td>122,410</td>
<td>138.8%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>582,554</td>
<td>597,563</td>
<td>638,172</td>
<td>55,618</td>
<td>106.8%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>498,698</td>
<td>511,546</td>
<td>946,524</td>
<td>447,826</td>
<td>185.0%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>1,136,316</td>
<td>1,165,591</td>
<td>516,392</td>
<td>619,924</td>
<td>44.3%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>533,670</td>
<td>547,419</td>
<td>531,481</td>
<td>2,189</td>
<td>97.0%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>1,002,999</td>
<td>1,040,385</td>
<td>615,952</td>
<td>447,047</td>
<td>56.4%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>538,627</td>
<td>552,504</td>
<td>1,081,547</td>
<td>542,920</td>
<td>195.7%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>904,175</td>
<td>927,469</td>
<td>1,222,433</td>
<td>318,258</td>
<td>131.8%</td>
</tr>
<tr>
<td>APR 19</td>
<td>867,439</td>
<td>889,787</td>
<td>553,920</td>
<td>313,519</td>
<td>62.2%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>840,349</td>
<td>861,999</td>
<td>706,699</td>
<td>133,650</td>
<td>81.9%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>1,448,104</td>
<td>1,485,412</td>
<td>656,114</td>
<td>791,990</td>
<td>44.1%</td>
</tr>
<tr>
<td></td>
<td>$9,010,322</td>
<td>$9,242,457</td>
<td>$8,052,568</td>
<td>(957,755)</td>
<td>87.1%</td>
</tr>
</tbody>
</table>

### Capital Expenses FY18 - FY19

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Inc (Dec) 2018 vs FY19</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$2,435</td>
<td>$4,742</td>
<td>$-</td>
<td>(2,435)</td>
<td>0.0%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>3,001</td>
<td>5,844</td>
<td>-</td>
<td>(3,001)</td>
<td>0.0%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>-</td>
<td>-</td>
<td>118,290</td>
<td>(6,968)</td>
<td>48.9%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>125,258</td>
<td>243,934</td>
<td>118,290</td>
<td>(6,968)</td>
<td>125,644</td>
</tr>
<tr>
<td>DEC 18</td>
<td>42,500</td>
<td>82,767</td>
<td>19,797</td>
<td>(22,703)</td>
<td>23.9%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>147,269</td>
<td>286,799</td>
<td>24,363</td>
<td>(122,906)</td>
<td>8.4%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>22,522</td>
<td>43,861</td>
<td>-</td>
<td>(22,522)</td>
<td>81.8%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>100,200</td>
<td>195,135</td>
<td>34,461</td>
<td>(21,739)</td>
<td>38.1%</td>
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<tr>
<td>APR 19</td>
<td>83,451</td>
<td>162,516</td>
<td>10,798</td>
<td>(72,653)</td>
<td>6.6%</td>
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<tr>
<td>MAY 19</td>
<td>639</td>
<td>1,244</td>
<td>10,402</td>
<td>9,763</td>
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<tr>
<td>JUN 19</td>
<td>604,955</td>
<td>970,114</td>
<td>223,001</td>
<td>(381,954)</td>
<td>22.9%</td>
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<tr>
<td></td>
<td>$1,132,230</td>
<td>$1,996,957</td>
<td>$481,112</td>
<td>(651,118)</td>
<td>24.0%</td>
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</table>
EXECUTIVE

- Participated in discussions with Ream Lazaro consultant for safety program development.
- Participated in interviews for Transit Planner, Grants and Projects Manager.
- Participated in interviews for Human Resources Director.
- Meet with NMDOT Secretary Michael Sandoval regarding NMTA Legislative proposals for transit funding.
- Meet with George Brooks, Ski New Mexico regarding ski promotion.
- Meet with Mike Lofton, Home Wise regarding affordable housing.
- Continued to communicate with property owner’s representative regarding acquisition of property in Taos for new maintenance facility.
- Participated in 100% design review for ADA construction plans.
- Continued discussions with Huitt Zollars regarding Maintenance Facility design contract.
- Conducted orientation for new District employees.
- Participated in Union negotiations and proposal preparation.
- Completed Agreement for BUILD grant.
- Participated in discussions regarding 4G proposals.
- Participated in closing for Espanola property acquisition.
- Reviewed grant materials and Benefit Cost Analysis for BUILD and 5339b.

- Continued to meet with staff to identify collective bargaining issues.
- Participated in RFP’s interviews for Service Plan update.
- Participated in RFP’s interviews for Asset Management Software.
- Participated in discussion with NMDOT regarding right-of-way conveyance for US64/NM150 park and ride.
- Reviewed RFP and participated in interview for Construction Management and Owner’s Representative.
- Orientation for new Questa Village Board member.
- Finalized Compensation and Classification market study.
- Conducted staff performance evaluation.
- Performed all HR functions.
- Performed Planning, Projects and Grants functions and divisional oversight.
- Continued conducting project meetings for ADA Phase V and VI, Maintenance Facility Design and Construction project, Taos Facility Masterplan, Fleet and Facilities Asset Management Software Acquisition and Short-Range Service Plan update.
- Attended Rio Metro RTD Board meeting.
- Participated in NMTA Board meeting.
- Attended monthly MPO TCC meeting.
- Attended APTA Small Operations Committee (telephonically).
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Met weekly as needed (telephonically) with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including
Board, Finance and Tribal subcommittees meeting.

- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

**LEGAL**

- Assist with interview and hiring new HR Director
- Initiate Dialogue about Potential TOD affordable housing project
- Follow up on Albuquerque v. Tax and Rev litigation
- Develop contracts for SPU, Maintenance Facility Oversight and ADA construction
- Revise Procurement Code
- Research on ADA compliance and developing law since ADAA
- Review and assist in preparation of Board Packet materials
- Work on Real Property Issues with City of Española and Surveyor and District Staff
- Work toward closing on additional 3 acres of property
- Assist in various personnel matters
- Prepare Legal Updates for Staff Meetings
- Review various contracts and amendments
- Assist on Legal Issues with Procurements
- Assist with Changes to Banking Agreements
- Assist in implementation of new Angel Fire route through legal agreements

**MARKETING/PUBLIC INFORMATION**

- Worked with City of Santa Fe Tourism department for Mountain Trail access and support during the GFNY Santa Fe bike race
- Provided social media support to the New Normal Life July 6 event at Valdez Park in Española
- Provided promotional support to Las Golondrinas Santa Fe Wine Festival and RTD shuttle services to the event
- Attended a Santa Fe MPO Advisory Board Meeting at which NMDOT presented their Coordinated Public Transit Human Services Transportation Process
- Collaborated with the Village of Taos Ski Valley Chamber of Commerce for an advertising grant proposal to support the launch of the summer service to TSV. Proposal calls for financial support for a series of ½ page ads to run in the Taos News
- Provided HR assistance for posting of multiple jobs and positions through classified print and digital ads, radio spots, social media campaigns and website support
- Completed and distributed the June Blue Bus Times
- Completed new schedule brochure for Angel Fire route and TSV summer service
- Accepted an August 20th invitation to address the North East Regional Transportation Planning Organization in Eagle Nest. Will be working with NCRTD Board member Dennis Tim Salazar
- Assisted Operations on branding of new jackets
- Created new safety and emergency escape routes signage for Operations
- Provided Finance department with processing assistance for accounts payable
• Assisted HR on two mornings for employee orientation of three new employees
• Provided a letter of support to the Rio Arriba County Department of Health and Human Services for a grant to the Federal Bureau of Justice Assistance’s Comprehensive Opioid Program
• Met with Rio Grande Sun advertising director to lay out our buy program for FY2020
• Attended a TSV Winter Service Debrief meeting in Taos with RTD, Town of Taos, Village of Taos Ski Valley and TSV Corporate
• Participated in the State of New Mexico Health and Wellness Fair
• Attended Rio Arriba County Health Council meetings in June and July
• Met with Molly Steinbach with KNCE radio in Taos about potential advertising opportunities
• Met with Pat Gonzales, KSWV radio and Santa Fe Today to talk about FY202 advertising
• Completed an online certification for Safety Awareness and attended a site visit by Ream Lazaro
• Developed and placed a new ad to run in the Land, Water, People, Time special magazine that was distributed in all Santa Fe New Mexicans and Taos News
• Developed a new ad to run in Chama Valley Times promoting both the 190 Chama and 170 Jicarilla routes
• Provided a series of updates to ncrtd.org including an updated Board of Directors member page
• Updated a number of print ads with new graphics and design
• Prepared rider alerts and press releases regarding the July 4th Holiday
• Issued various rider alerts throughout the month – both print and digital
• Provided near daily posts and tweets on our Facebook and Twitter pages, as well as Instagram, leading to additional followers and connections to local businesses
• Attended weekly staff meetings
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in June and in July excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in June and in July as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM drivetime
• KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in June and July
• One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A strip ad ran on the front page of the Locals Section for the New Mexican. Each of these ran in June and July
• A series of digital ads ran on Santa Fe Today, Valley Daily Post and Los Alamos Daily Post
• Ads also continued running on the Taos News website as well as Google search pages in the Taos County area
• Ads ran in the Chama Valley Times both months

**OPERATIONS**

• Worked on TSV Summer Pilot
• Worked on Angel Fire Pilot
• Worked on Uniform Contract
• Coordinate and provide Special event service for the SOS annual conference
• Coordinate and provide special event service for Leadership NM
• Coordinate and provide special event service for Las Golondrinas Wine Festival
• Participate and attended the NPRTPO meetings
• Work with Santa Fe Thunder on Transportation request
• Various Personnel issues
• Continue work on Radio Study
• Request approval to spend remaining 5311 Capital money on new radios for fleet
• Coordinate and Participate in Safety Site Visit
• Update Emergency Evacuation Plan
• Prepare for Staff Safety Meeting
• Request training assistance from various entities for safety meeting
• Update Rider Suspension Policy
• Work on Uniform Order
• Conduct interviews for Transit Operators I & III and CSR
• Participate in union negotiations
• Participate in Vendor demonstrations
• Participate in RFP evaluation committees for multiple projects
• Placed order for TAP bus shelters
• Work on operator daily schedule
• Submit Drug & Alcohol Site Visit Finding response
• Schedule CPR/First Aid and Defensive Driving classes
• Worked on cleaning up bull pen in Espanola
• Created Supervisor schedule for next month
• Conduct 2 Driver’s Academy classes
• Review daily pre-trip (DVCR) reports
• Schedule/coordinate preventive maintenance on buses and commuter vehicles
• Schedule/coordinate repairs on buses and commuter vehicles
• Assist with supervisor coverage in Espanola
• Schedule buses for routes
• Coordinate commuters for Operators
• Coordinate commuters for Supervisors
• Schedule staff to pick up trash at bus stops
• Schedule staff to clean, cut weeds, and repair bus stops
• Review, process, and submit invoices for payment
• Review and address Vehicle defect and deficiency reports
• Review and submit timesheets for staff
• Schedule leave for staff
• Coordinate facility inspection reports
• Coordinate addressing concerns found in facilities reports
• Request POs as appropriate
• Disseminate POs as appropriate
• Provide fleet data as requested by other staff
• Coordinate Avail system repairs
• Coordinate Camera system repairs
• Generate Fleet data reports as requested
• Coordinate movement of Office furniture
• Work on generating Fleet Operating procedures
• Attend Asset software presentations
• Coordinate repair of bus defect problem with ADA passenger stop request strip with Creative bus sales (8 buses have this problem)
• Coordinate Windshield replacements on buses
• Held a Fleet/Facilities staff meeting
• Coordinate bus body repairs (Delivery and pick up buses)
• Coordinate repair of break room HVAC
• Coordinate replacement of Destination sign glass with Plexiglass
• Coordinate bus stop placement for Angel Fire route (Flashing light)
• Coordinate replacing pest control company for Jim West building
• Coordinate start of pest control service for both Taos buildings
• Interview and start hiring process for vacant custodian position

SERVICE DEVELOPMENT
• Scheduled possible service options for TSV Green Winter
• Submitted 5339(B) grant
• Participated in asset management RFP evaluation
- Participated in Transit service plan RFP evaluation
- Submitted Tribal Transit Program Grant
- Met with Santa Fe Trails for quarterly meeting
- Met with Taos Ski Valley Inc. in regards to winter service
- Finalize contracts for Angel Fire route bus stops
- Submitted Infrastructure Capital Improvement Plan
- Submitted 2019 BUILD grant
- Attend Staff meeting
- Worked with Felsburg Holt & Ullevig to create a Benefit-Cost Analysis for Taos Operations and Maintenance Facility

**HUMAN RESOURCES**

- Currently performed under Executive Director
Performance Measures
for
FY2019

June
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Relations:

1. Administrative:
   a. Ridership, All Funded Routes
   b. Ridership, NCRTD Operated Routes
   c. Ridership By Service Type
   d. Operating Cost Per Passenger Trip
   e. Operating Cost Per Passenger Mile

2. Fleet:
   a. Transit Vehicle Accidents
   b. Spare Vehicle Ratio
   c. Percentage of Preventative Maintenance
   d. Miles Per Gallon

3. Customer Relations:
   a. Incidents, Complaints & Commendations
Performance Measure – Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded and operated by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
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<th>JAN</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 16-17</td>
<td>40,932</td>
<td>45,202</td>
<td>46,154</td>
<td>45,373</td>
<td>36,527</td>
<td>37,142</td>
<td>39,603</td>
<td>40,901</td>
<td>46,068</td>
<td>38,208</td>
<td>42,072</td>
<td>44,829</td>
</tr>
<tr>
<td>FY 17-18</td>
<td>41,785</td>
<td>47,195</td>
<td>41,493</td>
<td>46,289</td>
<td>34,957</td>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
<td>44,202</td>
</tr>
<tr>
<td>FY 18-19</td>
<td>41,808</td>
<td>47,639</td>
<td>45,731</td>
<td>49,939</td>
<td>39,097</td>
<td>37,420</td>
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<td>43,887</td>
<td>46,408</td>
<td>37,732</td>
<td>48,633</td>
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% of Change from Previous Year: 0% 1% 10% 8% 12% 5% 9% 8% 5% -11% 3% 6%

FY16/17 = 503,011 - FY17/18 = 505,700 - FY18/19 = 528,688
Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility.

FY16/17 = 284,285 - FY17/18 = 289,441 - FY18/19 = 294,313
Ridership Tracking of NCRTD Operated Routes – By Service Type

This data includes the total ridership broken down by specific service types. Services include Fixed Route, Demand, Dial A Ride and Paratransit. Breaking down the ridership by specific service type allows staff to evaluate ridership to determine service effectiveness and opportunities for ridership improvement.
Operational Cost Per Passenger Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District’s route operations. This measurement is a beneficial tool for the planning and operation’s departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track the cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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<tbody>
<tr>
<td>Systemwide</td>
<td>$2.53</td>
<td>$2.95</td>
<td>$3.34</td>
<td>$2.54</td>
<td>$2.90</td>
<td>$2.76</td>
<td>$3.20</td>
<td>$2.69</td>
<td>$3.51</td>
<td>$2.98</td>
<td>$2.36</td>
<td>$3.97</td>
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<td>Fixed Route</td>
<td>$2.40</td>
<td>$2.86</td>
<td>$3.31</td>
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<td>$2.83</td>
<td>$2.67</td>
<td>$3.11</td>
<td>$2.63</td>
<td>$3.44</td>
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<tr>
<td>Demand</td>
<td>$3.60</td>
<td>$3.15</td>
<td>$3.28</td>
<td>$2.36</td>
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<td>$3.48</td>
<td>$3.89</td>
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<td>$4.39</td>
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<td>Paratransit</td>
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<td>$6.11</td>
<td>$5.88</td>
<td>$8.04</td>
<td>$7.97</td>
<td>$14.54</td>
</tr>
</tbody>
</table>
Operating Cost Per Passenger Trip

When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.
Accidents per Month

This measurement shows how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Facilities Director to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

<table>
<thead>
<tr>
<th>Month</th>
<th>FY17/18 Major Accidents</th>
<th>FY17/18 Minor Accidents</th>
<th>FY18/19 Major Accidents</th>
<th>FY18/19 Minor Accidents</th>
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<tbody>
<tr>
<td>JUL</td>
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<td>1</td>
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<td>AUG</td>
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<td>JUN</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
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</tbody>
</table>
Spare Vehicle Ratio

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles for Small and Large Urban Transit Providers. NCRTD’s fleet totals 56 and is exempt from this guideline as a Rural Transit Provider, but it is a good benchmark to keep in place. With an annual maximum service of 35 transit vehicles and a spare fleet of 12, the spare ratio is 21.43%. This number of vehicles is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns. Contingency vehicles are vehicles that are used to ensure timely pullouts and in the event of a mechanical failure or incident that requires another vehicle to complete the route.
Percentage of “On-Time” PM / Inspections

The federal benchmark for the percentage of “on-time” preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer’s recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer’s recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 7,500 mile intervals for the light and medium gasoline powered fleet and 7,500 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.
Average Miles Per Gallon

Per the NCRTD Sustainability Plan, an objective of the plan is to reduce Green House Gases produced by traditional fossil fuel combustion and to lessen the carbon footprint in areas served by the District. Goals of the plan include establishing a viable alternative fuel that will become the standard spec for future bus purchases and Develop the infrastructure for storage and fueling at district locations. One metric in meeting this goal is to track alternative fuel costs and provide quarterly reports of reduced pollutants and cost of operation to the committee and the board. The chart below tracks fuel MPG for Unleaded, Diesel, E85, CNG and LPG fuel types. This gives staff an opportunity to clearly determine the best fuel source available to the District.
Performance Measure – Customer Relations:
Incidents, Complaints and Commendations

This performance measure calculates the number of customer incidents, complaints and commendations reported to the Operations and Facilities Director on a monthly basis.

Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Facilities Director. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement indicates the frequency of incidents versus the number of monthly riders. It is also an indication if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

Complaints are categorized by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Compliments are categorized by the different positions within Operations. Compliments are shared with employees and when situations truly show that staff went above the call of duty they are recognized through the “Above and Beyond” recognition program at the NCRTD. Supervisors and Operators may use compliments at the time of their evaluation.
Performance Measure – Customer Relations:

1. An older man boarded the bus, he began to converse with another passenger how some young kids had been messing with him at his house. He stated he had a 22 pistol and was going to teach those kids a lesson not to mess with him.

2. While the bus was trying to exit the Taos County Admin stop another vehicle, (red Ford F150) was entering the parking lot at the same time. The RTD driver waited a few minutes to see if the driver would back up to allow him to pass through. The driver of the Ford F150 would not move to allow the bus to go through. The RTD driver gets off the bus and approaches the driver of the Ford F150. He asks him if he would mind backing up a little to allow him to pass through because as policy, he is not allowed to back up the bus in the parking lot. The RTD driver gets back on the bus in hopes the other driver of the Ford F150 would back up, but to no avail he would not back up. The RTD driver radioed to Dispatch to have the police sent over to the stop. The driver of the Ford F150 moved and the RTD driver was able to leave with no incident.

3. A male passenger boarded the bus, shortly after sitting down he got into an argument with a female passenger. The driver pulled the bus over at a safe location and asked the male passenger to get off the bus. The driver noted this is the same passenger whom other drivers have had issues with.

4. As the driver approached a bus stop in Questa he noticed two males arguing. He warns both of them if the arguing continues, he would have them get off the bus. The arguing stopped while they were on the bus. At the next stop one of the men gets off, yells at the other man vulgar language and then uses vulgar language towards the driver.

5. A passenger began to argue with the driver regarding her ADA rights. The driver tried to explain to her the company policies, offered her the phone number to the office to speak with a supervisor. The woman would not listen to what the driver was trying to tell her.

6. A passenger asked the driver to drop him off along the route in an area that was not a bus stop. The driver explained to him she was only allowed to drop off passengers at bus stops. The passenger stated other drivers have dropped him off 50 yards from the bus stop where he had someone waiting for him in an electric wheelchair. The driver suggested he call the office to speak to a supervisor.

7. A passenger boarded the bus with a bottle containing red liquid. The driver asked the passenger what was in the bottle. The passenger was slurring and seemed to be intoxicated.

8. A passenger notified the driver as she got off at a stop there was an older man with a white beard asking some young girls on the bus about their menstrual cycle. The passenger stated she felt uncomfortable with the conversation he was having with the young girls.

9. A driver asked his last passenger on the bus where he was going to be getting off at. The passenger responded, “in town” he refused to tell the driver where he wanted to get off at. The driver asked him to get off the bus at the Taos County Admin stop.

10. An irate man wanted to board the bus as passengers on the bus were trying to exit the bus. The driver asked the man to wait until everyone exited the bus before coming on board. The man began using foul language towards the driver. The driver got off the bus, went around the bus to talk with the man in attempts to calm him down. The more the driver talked to him the more upset he got. The driver then refused him service. The man grabbed a trashcan that was near by and threw trash all over the area by the bus stop.

11. A passenger boarded the bus at Point 5 (Espanola Tire Factory), the driver asked him where he was going. The passenger replied with foul language that he could go where ever he wanted, the driver noticed he seemed to be upset. The driver continued the route when he noticed the passenger had a security flashlight and was hitting the seat with it and then punched the window. The passenger got up from his seat wanting the driver to stop the bus so he could fight the driver. The driver was near the RTD office, he pulled into the back side of building. The driver came in to the building to advise the supervisor of what was going on as he felt threatened by the passenger. The passenger exited the bus through the driver side door, ran towards Auto Zone. On the way to Auto Zone another driver was in the parking lot and he threatened that driver as well with his flashlight.

12. A passenger asked the driver if she was going to be dropping off at the Indian Hospital. The driver advised the passenger she was not going to that stop. The passenger immediately got upset and asked to be dropped off at the corner of Cerrillos and Alta Vista. The driver tried to explain to him it was for his safety she was not allowed to drop anyone off on the side of the road, she was only allowed to drop off at the RTD stops.
13. A driver refused a passenger to board the bus with his coffee. The passenger got very upset, threw his coffee and cup on the sidewalk. The driver asked the passenger to pick up the cup and throw it in the trash, the passenger refused.
14. A woman tried to flag a bus down between the Santa Fe Depot and the Church off Montezuma Street. The driver was not able to stop for her as she was not at an RTD stop.
15. A passenger boarded the bus in Chimayo, seemed fine when he got on the bus. As the driver continued the route the passenger fell asleep. The driver tried to wake him up but was not able to wake him up. When the driver reached the Park N Ride stop, he tried to wake him up again but was not able to. The security guard and a Supervisor came on board and woke the man up, the man exited the bus with no incident.

May Incidents not previously reported
16. Driver observed a male and female as he pulled into the Park N Ride stop acting strange, seemed like they were snorting cocaine. The male was holding something black while the female was slouched over with something in her hand.
17. Two passengers were caught smoking or vaping on the bus. The driver asked them to exit the bus at the stop.
18. A passenger that has been suspended from riding the bus (Penasco area) was at one of the bus stops trying to ride the bus.
19. A passenger who had recently been reported to dispatch for picking scabs off his legs on the bus from Santa Fe to Taos. He wanted to go from South Capitol stop to the Sheridan stop. When the driver reached the Sheridan stop the passenger wasn’t sure if he wanted to go to Taos or stay in Santa Fe. The passenger began talking to himself making people around very uncomfortable. He decided to stay on the bus to Taos. As the driver proceeded the route to Taos leaving Santa Fe the passenger began to yell and use foul language for the driver to stop the bus, he wanted to get off and stay in Santa Fe. The driver was able to pull over at a safe location to allow the passenger off the bus.
20. Driver found a needle on the bus left behind from a passenger who rides the bus at the same time every day and gets off at the same stop. The driver has observed she walks across the street to the same house every day, may be drug related.
21. A driver was stuck in traffic due to police activity, a young teenage passenger wanted to get off the bus, the driver refused to allow her to get off explaining to her that was not a designated stop. The passenger was very upset using foul language towards the driver. The driver radioed dispatch to confirm if he could allow her to get off where she was requesting. Dispatch denied the passenger to get off other than at a stop. The passenger became more upset kicking the door of the bus opened and exited the bus.

April Incident not previously reported
22. A driver ran a yellow light. He was pulled over by a Santa Fe Sheriff and given a warning.
Caller stated when he boarded the bus on the Chile Line route all the seats were “urine-soaked and disgusting”.
Operations Manager and Mechanic checked out the seats, the seats were clean and not soaked with urine.
Passenger asked the driver to turn on the air conditioner because the bus was very hot inside. The driver turned on the AC only for a moment. The passenger feels that the driver should wear a sweater if she is cold to allow the passenger to enjoy the AC.
Incident was discussed with driver
Caller stated the bus pulled in front of her and cut her off almost causing an accident.
Supervisor viewed the video, she did observe the driver getting on the road with a truck following very close. The supervisor did hear honking on the video footage, she asked the Operations Manager to talk the driver regarding this complaint.

April Complaints not previously reported
Caller stated driver was driving fast, followed him from St. Francis Street and Paseo de Peralta in Santa Fe to Cities of Gold Casino going 75-80mph.
Incident report was filled out by driver. The driver was in the passing lane trying to get into the slow lane to pull off on the off-ramp exit, thus needing to speed up to pass a few vehicles.
Performance Measure – Incidents, Complaints & Commendations:

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- Incidents
- Complaints
- Commendations

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**NCRTD Monthly Ridership Summary**

June 1, 2019 through June 30, 2019

### Calendar Operating Days

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<th>Year to Date Totals</th>
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### Monthly System Totals

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<th>Last Year</th>
<th>% Change</th>
<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
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<tbody>
<tr>
<td>NCRTD Operated</td>
<td>22,368</td>
<td>23,731</td>
<td>-5.74%</td>
<td>294,313</td>
<td>289,441</td>
<td>4,872</td>
<td>1.68%</td>
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<td>NCRTD Funded</td>
<td>24,275</td>
<td>20,471</td>
<td>18.58%</td>
<td>234,375</td>
<td>217,301</td>
<td>17,074</td>
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<td>All Systems Funded</td>
<td>46,643</td>
<td>44,202</td>
<td>5.52%</td>
<td>528,688</td>
<td>506,742</td>
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### System Daily Averages

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<tr>
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<td>791</td>
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<tr>
<td>NCRTD Funded</td>
<td>809</td>
<td>682</td>
<td>18.62%</td>
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<tr>
<td>Systems Total</td>
<td>1555</td>
<td>1473</td>
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### Total Ridership YTD % Change

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<tr>
<td></td>
<td>0.06%</td>
<td>0.52%</td>
<td>3.61%</td>
<td>4.73%</td>
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### On Time Performance

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<th>Late</th>
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<td></td>
<td>26.21%</td>
<td>58.03%</td>
<td>15.24%</td>
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FY 18/19 June Ridership

Comparative Ridership NCRTD Operated Routes ONLY

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<th>JUNE</th>
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<tbody>
<tr>
<td>FY17/18</td>
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<td>25,875</td>
<td>23,045</td>
<td>24,173</td>
<td>21,586</td>
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FY16/17 = 284,285  FY17/18 = 289,441  FY18/19 = 294,313
Comparative Ridership NCRTD Funded Routes

FY16/17 = 227,142  FY17/18 = 217,301  FY18/19 = 234,375
### 100-Riverside

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<td>4,994</td>
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FY16/17 = 55,197  FY17/18 = 55,692  FY18/19 = 59,645

On Time Performance: 9.4% Early / 56.6% On Time / 34% Late

### 110-Westside

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FY16/17 = 14,316  FY17/18 = 18,433  FY18/19 = 15,706

On Time Performance: 4.7% Early / 72.4% On Time / 22.9% Late
FY16/17 = 9,673 FY17/18 = 10,293 FY18/19 = 9,359
On Time Performance: 12.3% Early / 76.9% One Time / 10.8% Late

FY16/17 = 6,317 FY17/18 = 5,299 FY18/19 = 5,531
On Time Performance: 9% Early 73.4% On Time /17.5% Late
On Time Performance: 22.8% Early / 54.8% On Time / 22.4% Late

On Time Performance: 3.7% Early / 43.2% On Time / 53.1% Late
FY16/17 = 5,190   FY17/18 = 5,456   FY18/19 = 6,567
On Time Performance: 11.5% Early / 53.4% On Time / 35.1% Late

FY16/17 = 20,381   FY17/18 = 18,996   FY18/19 = 17,602
On Time Performance: 10.3% Early / 55.4% On Time / 34.3% Late
**220-Tesuque**

- FY16/17: 7,742
- FY17/18: 7,752
- FY18/19: 7,637

*On Time Performance: 7% Early / 76.4% On Time / 16.7% Late*

**230-San Ildefonso**

- FY16/17: 4,861
- FY17/18: 5,535
- FY18/19: 4,925

*On Time Performance: 16.9% Early / 67.4% On Time / 15.7% Late*
*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

On Time Performance: 15.20% Early / 68% On Time / 17.30% Late

On Time Performance: 18% Early / 57.7% On Time / 24.3% Late
270-Turquoise Trail

On Time Performance: 20.4% Early / 57.4% On Time / 22.3% Late

280-Eldorado

On Time Performance: 1% Early / 86.1% On Time / 12.9% Late
FY16/17 = 6,997 FY17/18 = 5,761 FY18/19 = 4,532
On Time Performance: 7.5% Early / 71.7% On Time / 20.8% Late

FY16/17 = 13,004 FY17/18 = 13,585 FY18/19 = 14,916
On Time Performance: 18.5% Early / 49.3% On Time / 32.2% Late
**305-Taos Express**

FY16/17 = 1,591  FY17/18 = 1,790  FY17/18 = 2,121

On Time Performance: 24.6% Early / 50.8% On Time / 24.6% Late

**310-Red River**

FY16/17 = 4,058  FY17/18 = 3,292  FY18/19 = 4,403

On Time Performance: 0.3% Early / 79.7% On Time / 19.9% Late
320-Questa

FY16/17 = 14,701  FY17/18 = 16,206  FY18/19 = 16,883
On Time Performance: 7.2% Early / 86.1% On Time / 6.6% Late

330-Penasco

FY16/17 = 4,673  FY17/18 = 5,187  FY18/19 = 5,332
On Time Performance: 15.7% Early / 61% On Time / 23.3% Late
FY16/17 = 67,161  FY17/18 = 64,961  FY18/19 = 59,726
On Time Performance: 11.5% Early / 67.6% On Time / 20.9% Late

340-Chile Line

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
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<tbody>
<tr>
<td>FY16/17</td>
<td>5,655</td>
<td>7,071</td>
<td>6,221</td>
<td>5,908</td>
<td>5,472</td>
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<tr>
<td>FY17/18</td>
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<td>5,777</td>
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<tr>
<td>FY18/19</td>
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<td>4,642</td>
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FY16/17 = 340-Chile Line

341-Taos Ski Valley

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<td>1,512</td>
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<tr>
<td>FY18/19</td>
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FY16/17 = 341-Taos Ski Valley

On Time Performance: Performance is not tracked due to manually entering ridership via tallysheets
350-UNM Klauer

FY16/17 = 1,707  FY17/18 = 1,995  FY18/19 = 1,086

On Time Performance: 21.6% Early / 60.4% On Time / 18% Late

360-Tres Piedras

FY16/17 = 872  FY17/18 = 832  FY18/19 = 651

On Time Performance: 28.6% Early / 57.1% On Time / 14.3% Late
**400-Los Alamos**

- **FY16/17**: 1,088
- **FY17/18**: 1,380
- **FY18/19**: 1,846

**On Time Performance:** 3.2% Early / 79.6% On Time / 17.3% Late

**Demand Response**

- **FY16/17**: 6,023
- **FY17/18**: 7,883
- **FY18/19**: 5,375
Pojoaque Demand Response

FY16/17 = 3,188  FY17/18 = 3,572  FY18/19 = 3,330

Pojoaque-Dial-A-Ride

FY16/17 = 1,095  FY17/18 = 917  FY18/19 = 821
Paratransit - ADA

FY16/17 = 1,711    FY17/18 = 1,532    FY18/19 = 5,478

Flex Route

FY17/18 = 184    FY18/19 = 17
* Include ADA Flex Route
Special Events

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FY16/17 = 1,509  FY17/18 = 1,001  FY18/19 = 661

Dead Head

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FY16/17 = 1,263  FY17/18 = 1,078  FY18/19 = 958

On Time Performance: 28.5% Early / 51.8% On Time / 19.7% Late
Santa Fe Rt 2

FY16/17 = 45,818   FY17/18 = 30,130   FY18/19 = 28,966

Santa Fe 4

FY16/17 = 7,103   FY17/18 = 5,648   FY18/19 = 4,992
FY16/17 = 6,854 FY17/18 = 5,803 FY18/19 = 5,158

FY16/17 = 85,384 FY17/18 = 85,516 FY18/19 = 82,993
Los Alamos Enhanced

FY16/17 = 25,831  FY17/18 = 27,986  FY18/19 = 52,253

Rail Runner

FY16/17 = 289,432  FY17/18 = 278,297  FY18/19 = 251,720