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

September 6, 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 – August 2, 2019
7. PUBLIC COMMENTS

PRESENTATION ITEMS

A. Government Finance Officers Association (GFOA) Award for the North Central Regional Transit District (NCRTD) Comprehensive Annual Financial Report (CAFR)
   Attachment: None

B. Years of Service and Safe Driver Program, Awards Presentation
   Sponsor: Chairman Daniel Barrone, Anthony J. Mortillaro, Executive Director
   Attachment: None

PUBLIC HEARINGS

None
ACTION ITEMS

C. Discussion and Consideration of Resolution No. 2019-33 Demonstrating the NCRTD Commitment to Provide the Local Match Share Upon Award of §5311 Federal Funding for Federal Fiscal Year (FFY) 2021
   Sponsor: Anthony J. Mortillaro, Executive Director and Michael Valverde, Transit Planner
   Attachment

D. Discussion and Consideration of Resolution No. 2019-34 Amending the District’s Procurement Policy
   Sponsor, Anthony J. Mortillaro, Executive Director, Hector Ordonez, Finance Director and Peter Dwyer, Attorney
   Attachment

E. Discussion and Consideration of Resolution No. 2019-35 Revising the 5307 Fare Policy
   Sponsor, Anthony J. Mortillaro, Executive Director and Delilah Garcia, Operations Director
   Attachment

F. Discussion and Consideration of an Award of Proposal for a Construction Owner’s Representative (Construction Manager) of the Española Maintenance Facility
   Sponsor, Anthony J. Mortillaro, Executive Director and Hector Ordonez, Finance Director
   Attachment

G. Discussion and Consideration of Resolution No. 2019-36 Adoption of a Resolution to Adjust Budgeted Revenues and Expenditures and Reallocation of CIP Funding for FY 2020
   Sponsor, Anthony J. Mortillaro, Executive Director and Hector Ordonez, Finance Director
   Attachment

H. Discussion and Consideration of Staff Request to Submit Two Projects to the New Mexico Department of Transportation (NMDOT) for Funding
   Sponsor: Anthony J. Mortillaro, Executive Director and Michael Valverde, Transit Planner
   Attachment

DISCUSSION ITEMS

I. Quarterly Investment Report
   Sponsor, Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment
J. **Electronic Payment Report**
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

K. **Review of July 2019 Financial Summary**
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

L. **Finance Subcommittee Report**
   Sponsors: Chair Ed Moreno and Anthony J. Mortillaro, Executive Director
   Attachment: Minutes – April 26, 2019

M. **Tribal Subcommittee Report**
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
   Attachment: None

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

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

CLOSED SESSION

P. **Closed Session pursuant to NMSA 1978, Section 10-15-1 (H) (7) for the limited purposes of discussing threatened or pending litigation: City of Albuquerque v. John Monforte and the New Mexico Taxation and Revenue Department; D-202-CV-2018-08036**

   Reconvene in Open Session: Possible action item(s) from closed session.

MATTERS FROM THE BOARD

MISCELLANEOUS
ADJOURN

NEXT BOARD MEETING: Friday, October 4, 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 9:10 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>Councillor Scott Flury</td>
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<tr>
<td>Town of Edgewood</td>
<td>Councillor Linda Holle</td>
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<td>City of Española</td>
<td>Councillor Dennis Tim Salazar</td>
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<td>Los Alamos County</td>
<td>Councillor Antonio Maggiore</td>
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<td>Nambé Pueblo</td>
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<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
<td>Absent</td>
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<td>Pojoaque Pueblo</td>
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<td>Mr. Jeff Montoya</td>
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<td>Rio Arriba County</td>
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<td>Manager Tomas Campos</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>
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<td>Ms. Mary Lou Valério</td>
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<td>City of Santa Fe</td>
<td>Councillor Carol Romero-Wirth</td>
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<tr>
<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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<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
<td></td>
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</tbody>
</table>
Taos Ski Valley  Mayor Christoff Brownell
Tesoque Pueblo  Absent
Village of Questa  Councilor Charlie Gonzales

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
Elizabeth Martin, Stenographer
Chris Cordova, Southwest Planning and Marketing
A. Rachelle Howell, Southwest Planning and Marketing

2. INTRODUCTIONS

No introductions were made.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

MOTION: Commissioner Fambro moved, seconded by Commissioner Moreno, to approve the agenda as presented. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.

6. APPROVAL OF MINUTES B June 14, 2019

MOTION: Chair Barrone moved, seconded by Councilor Salazar to approve the minutes of June 14, 2019 as submitted. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County,
Mr. Joe Palmeri, new HR Director, introduced himself to the Board.

Chair Barrone welcomed Mr. Palmeri to the NCRTD.

7. PUBLIC COMMENTS

Ms. Donna House, a user of the RTD routes in northern New Mexico, made the following comments:

She commended all the parties for establishing the service but had a strong concern on RTD management. She was concerned that the RTD Transit software has real time challenges and problems for pick up and drop off. She has to call in frequently to make sure within the time frame she requested. Who is monitoring the data and studying the data for errors? She gave examples. Another issue is regarding when she goes to the doctor in Santa Fe and never seems to be able to get the time she needs in the early mornings. She would like RTD to do an assessment or audit on the on-demand program. Training and communications are needed on cultural diversity and mannerisms. The RTD needs to address the shortage of drivers. They should form a task force to review routing and timing issues especially on-demand. Drivers need to be part of this. She sees divisions between hierarchy and employees. They need to trust more in what the drivers say and include them in solutions. Give all the drivers a raise. Consider electric vehicles because fuel plays a big role in climate change. She suggests you have a public committee, so you hear more from the public. She will put her notes together and write it up and send it to each of the Board members.

Chair Barrone asked Director Garcia to comment.

Director Garcia said the AVAIL system is used for real time information for our buses. We use ADEPT for scheduling software for computer-aided dispatch. We know we have some issues with that and need to do some updates. We use Tom-Tom maps and adjusting policies.

Mr. Mortillaro said he would like to meet with Ms. House and talk with her specifically about her concerns. All transit systems have issues with retaining drivers and we continue to address that here. Thank you for coming today.

Manager Campos asked what area she lives in.

Ms. House said there is an organization called Chainbreaker in Santa Fe working with transit and doing studies and surveys for low-income residents. It might be advantageous to work with and talk with them.

Mr. Mortillaro informed her that today, the Board is awarding a contract for the service update. We will be doing a systemwide analysis and we plan on having 16 district-wide meetings in all the areas we serve and hope to get good participation from community members. You will be getting an in-depth analysis of
needs and requests. We will make sure Ms. House is aware of those meetings. We have talked with Chainbreaker on a variety of issues.

PRESENTATION ITEMS

A. Government Finance Officers Association (GFOA) Award for the NCRTD Popular Annual Financial Report (PAFR)

Mr. Mortillaro announced that the District received an award for its quality of financial report.

Mr. Jim Nagle and Ms. Cara Fazio accepted the award and Mr. Nagle spoke briefly about the award and said they were very proud to be receiving this award for excellence in financial reporting.

B. Above and Beyond Award/Years of Service/Safe Driver Awards

Chair Barrone presented Brandon Tafoya with the Above and Beyond Award and read the reason for the award which involved helping with a car he saw in the ditch with a man in distress stuck under the car.

Mr. Mortillaro presented 1-year milestone awards to the following employees:
Michele Chato
Gustavo Rosales Montoya
Amanda Martínez
Angel Padilla
Susie López
Brandon Tafoya

One-Year safe driver awards were given to:
Gustavo Rosales Montoya
Brandon Tafoya
Angel Padilla
Amanda Martínez
Susie López

A 5-year service award was presented to Carlene Sherwood, and a ten-year service to Juan Ortiz.

The Board applauded all those who received awards.

PUBLIC HEARINGS

C. Discussion and Consideration of Resolution No. 2019-29 Approving the 4th Quarter Financial Report for FY 19
Chair Barrone opened the Public Hearing at 9:40 am.

Mr. Mortillaro said the public hearing is a requirement to present the report to DFA for the 4th quarter.

Mr. Ordoñez described the process and reviewed the report as presented in the packet.

There were no speakers from the public and the public hearing was closed at 9:46 am.

MOTION: Commissioner Fambro moved, seconded by Councilor Maggiore, to approve Resolution No. 2019-29 Approving the 4th Quarter Financial Report for FY 19. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.

ACTION ITEMS

D. Discussion and Consideration of Resolution No. 2019-30 Adoption of the FY 20 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)

Mr. Mortillaro said this resolution is part of our finance policy as part of allocation of regional transit GRT. Two of our members provide regional services - the City of Santa Fe and Los Alamos County. Annually they submit a resolution adopted by their board that accepts those routes. There are no changes in this year’s service plan from prior years. The County of Santa Fe also annually submits a resolution for confirmation of service and award of funds.

MOTION: Councilor Maggiore moved, seconded by Councilor Salazar, to approve Resolution No. 2019-30 Adoption of the FY 20 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. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.

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.

Mr. Mortillaro brought these amendments to the Board, based on the technical site visit from NMDOT. They called out some items on policies for Dial-a-Ride, Demand and Paratransit that the State DOT felt needed to be addressed.
Director Garcia gave a brief overview of the proposed changes starting on page 46. Among them, the distance from fixed route for ADA service would be reduced from 15 miles to 1.5 miles. Transit drivers are not to lift passengers but can push them onto and off the lift.

Councilor Romero-Wirth asked how the District is communicating what the drivers can and cannot do.

Director Garcia said they let the drivers and the passengers know the updates to the policies. The District has started enforcing the no show policy, as well. When school starts we send out the whole policy to school students and parents.

Councilor Romero-Wirth was worried about the part about not lifting passengers or handling their belongings.

Director Garcia said she will mail out the new policy and call out the changes.

Councilor Romero-Wirth pointed out a discrepancy where it says transit operators cannot handle passenger items, but Director Garcia stated they are willing to assist.

Director Garcia clarified that drivers will maneuver the wheelchair but not lift them.

Councilor Romero-Wirth felt the policy needs to be really clear on this.

Director Garcia referred to page 64, 6th paragraph that outlines that part of the policy.

Councilor Romero-Wirth asked if the transit driver can push the wheelchair onto the lift and pull it off the lift.

Director Garcia agreed.

Councilor Romero-Wirth suggested the policy should be more specific in the wording to say that.

Director Garcia agreed.

Councilor Romero-Wirth said she just wanted to be sure we are communicating the policy clearly for what drivers can and cannot do.

Director Garcia agreed.

Councilor Romero-Wirth asked at whose discretion the decision is made.

Director Garcia said it is the transit operator's discretion.

Councilor Romero-Wirth noted that is not what the policy says. It also does not talk about distance. Just flag that. She was confused about the boundary issue.
Director Garcia said drivers could not maneuver the wheelchair from the house to the lift or from the lift to a store. The distance was at issue and at the discretion of the driver.

Councilor Romero-Wirth just be clear in the language.

Mr. Dwyer asked Councilor Romero-Wirth if she wanted to make an amendment to the language.

Councilor Romero-Wirth-Wirth asked if we adopt this, we adopt the language as it is.

Mr. Dwyer said yes.

Mr. Dwyer offered to change some language to make it clear. He read the amended policy as, Drivers are not permitted to maneuver the passenger’s wheelchair except to assist in moving the wheelchair onto or off the lift.

Councilor Romero-Wirth was fine with that language, but it does not address the distance issue. If the driver’s discretion could elect to push the wheelchair from the house.

Director Garcia said the driver could do that.

Mr. Dwyer said the policy was intentionally meant to be open.

Councilor Romero-Wirth thought it would depend on the capability of the driver.

Mr. Dwyer explained that this item was taken from the NMDOT’s technical assistance review.

Councilor Romero-Wirth said she did like the proposed language but asked if it needs to say the driver has some discretion to make some modifications.

Councilor Maggiore suggested it would be better to put it back on the passenger. Something like be aware drivers are not always able to assist above and beyond loading and unloading.

Councilor Romero-Wirth said that opens the door.

Councilor Maggiore said it is a driver’s discretion.

Director Garcia pointed out that it does cause an issue when one employee does the service and others do not. Her recommendation was to either say we assist, or we do not.

Councilor Romero-Wirth recommended adoption of this language and add driver’s discretion to assist or not.

Commissioner Moreno asked what volume of calls for this service the District has. How many people use this service?
Director Garcia said that in Española, we have four vehicles assigned to this service. In Río Arriba County and Santa Fe County, we have 70 regular clients that we transport throughout the week; Home to work, home to medical appointment and home to school.

Chair Barrone asked if we run into this situation frequently for people needing help to move from home to vehicle.

Director Garcia said there are 10 passengers who require assistance from home to vehicle.

Commissioner Moreno wondered if the District could have a program where we identify those people and have an attendant with the RTD assistant who is certified and professional for those people. He thought it would not be a problem with 10 a week have an additional person on the route.

Councilor Romero-Wirth said that sounds expensive.

Mr. Mortillaro said the policy is that those passengers would arrange for their own assistant.

Director Garcia agreed. At curbside is the operator’s responsibility. The service is curb to curb.

Commissioner Fambro added that it clearly says drivers are not to enter the home. He asked if this was prepared with Director Garcia’s expertise in response to the audit and if this policy meets the issues of the audit.

Director Garcia said yes to both.

Commissioner Fambro said he respects the staff expertise. The narrower we make this the more it could come back on us.

Director Garcia said she passed the language through our reviewer and he was fine with it.

Councilor Gonzales asked if the attorney agreed with the language that is here.

Mr. Dwyer said he agreed. He reviewed everything in the packet. He understood Councilor Romero-Wirth saying for clarity but agreed with Commissioner Fambro. We do have internal policies and training that addresses the finer issues. It is hard to put it into the policy due to the variables. He suggested making the one change Councilor Romero-Wirth has.

**Motion:** Councilor Romero-Wirth moved, seconded by Councilor Flury, to approve Resolution No. 2019-31 Adopting Amendments to the ADA Complementary Paratransit Service and Demand Response and Dial-a-Ride Policies and Procedures, as amended with amended language “Drivers are not permitted to maneuver the wheelchair for the passenger except to assist in moving the wheelchair onto or off the lift.”
Ms. House said she would like to send her comments later. Chair Barrone agreed that was fine.

The motion was approved on a majority 13-2 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, and Village of Taos Ski Valley voting in favor and Taos County, and Village of Questa voting against.

Councilor Romero-Wirth said regarding Mr. Dwyer’s comment about training operators that her concern was to communicate to the public the best we can where that boundary line is.

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

Mr. Nagle explained the purpose for waiving the fare costs on those three days - National Public Lands Day on September 28, Veteran’s Day on November 11, and National Get out of Work Day on a day next June. He said Staff recommended approval. The only fiscal impact would be the fares collected on those three days.

MOTION: Manager Campos moved, seconded by Commissioner Fambro to approve 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. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.

G. Discussion and Consideration of an Award of Bid for ADA Improvements Phase VI

Mr. Mortillaro asked Mr. Ordoñez to speak to the procurement process.

Mr. Ordoñez shared the process of issuing the request for bids, the review and evaluation of bids received, and decisions based on the criteria. He shared the deadline for each step in the process.

Mr. Mortillaro said Phase 5 of this was the update to the transit plan to include the Taos system. We updated the plan accordingly. He reviewed the projects in the packet.

Councilor Gonzales advised, on the engineering, to make sure the District gets a copy of all the plans after the job is complete. The KTAO parking lot is a pretty big parking area. He asked if the plans include having any restrooms in these facilities.
Mr. Mortillaro said, from a long-range perspective we think it is the ideal amenity to offer there along with signage and tourism signage. However, this project does not provide for restrooms because there are some issues with utilities for well and septic system.

Councilor Gonzales suggested considering some porta-potties.

Mr. Mortillaro was not sure we want to take on the responsibility for restrooms there.

Commissioner Fambro noted there are two charging stations there as a bonus. The infrastructure is there, and he has the person to talk to about it.

Mr. Dwyer said it is in the contract that one of the deliverables is the drawings.

**Motion:** Commissioner Fambro moved, seconded by Councilor Gonzales, to approve issuance of notice of Award of Bid for ADA Improvements Phase VI to the bidder selected by Staff. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.

H. Discussion and Consideration of an Award of Bid for Short Range Service Plan Update

Mr. Mortillaro asked Mr. Ordoñez to talk about procurement.

Mr. Ordoñez reviewed the packet information

Mr. Mortillaro shared an overview.

Mr. Chris Cordova Southwest Planning and Marketing was invited to speak and thanked the Board for their confidence. He noted that they have done several projects for the District, including working with the Tribes, many of whom were present. They have also worked with the Governor’s offices and will work to make sure they reach out and hear all the voices.

Mr. Mortillaro said, "We are excited about this."

**MOTION:** Chair Barrone moved, seconded by Councilor Maggiore to award the contract for Short Range Service Plan Update to Southwest Planning and Marketing. The motion was approved on a unanimous 15-0 roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Pueblo of Nambé, Pueblo of Pojoaque, Village of Questa, Rio Arriba County, Pueblo de San Ildefonso, Pueblo of Santa Clara, City of Santa Fe, Santa Fe County, Town of Taos, Taos County and Village of Taos Ski Valley voting in favor and none voting against.
DISCUSSION ITEMS

I. Review of June 2019 Financial Summary

Mr. Ordoñez reviewed the financial summary for the Board, going page-by-page from the packet. He noted the fiscal year date corrections. Chair Barrone identified one other correction and Councilor Maggiore identified two other corrections.

Chair Barrone thanked him for the report.

J. Finance Subcommittee Report

Commissioner Moreno reported that the Finance Subcommittee had not met.

Mr. Mortillaro said the Subcommittee will have a meeting on August 22nd.

K. Tribal Subcommittee Report

There was no meeting scheduled for the Tribal Subcommittee.

L. Sustainability Subcommittee Report

Mr. Mortillaro explained the Sustainability Subcommittee meets quarterly and will meet soon.

M. Executive Report and Comments from the Executive Director

a. Executive Report for July 2019

- Mr. Mortillaro noted a progress briefing on each Board member’s desk along with the 2020 budget book.
- Today is the first day of operations for the Taos Ski Valley’s three-month program. Hopefully it got off to a good start.
- Angel Fire service will be starting on August 12th with Monday through Friday runs and later will include weekends.
- Last week, Mora County expressed a desire for transit services within their county and reviewed their interest and met with us this week. It is outside our service area. They would like to see Mora County to Taos, Wagon Mound, Las Vegas and Peñasco. We told them they need to make a request to the Board. They are preparing the request and will attend the September meeting. They understand they would be under a contractual basis as is Angel
Fire. If authorized by the Board, we will work on Federal funding on their behalf. The time is right now to do that.

Commissioner Fambro asked if it would be the loop of Taos to Angel Fire and back to Taos.

Mr. Mortillaro asked Director Garcia to speak to that.

Director Garcia said they requested service through Peñasco to connect with the bus to Taos. For right now, that is what we are looking at.

Manager Campos suggested another process to be for them to join NCRTD as Mora County with GRT committed to the District.

Mr. Dwyer clarified that would be on a board level for long-term. For short-term, this is what we can do. We now serve areas outside the District. It is good that we are growing, and the Board should be proud of that. In the long run, the Board at some point should consider what their future is and ask other counties to join us. Or we could do contracts as we are doing now. Contracts are a good way to start to see if demand is there.

b. Performance Measures for June 2019

Director Garcia reviewed the performance reports in the packet.

c. Ridership Report for June 2019

Director Garcia reviewed the ridership reports in the packet.

Mr. Mortillaro said he would forward an article in ridership that was published in the Albuquerque Journal. Our District was the only transit service that saw an increase in ridership.

MATTERS FROM THE BOARD

Councilor Flury said the Chama Council requested a status report on the bus shelter in Chama.

Director Garcia said we put out a request for the construction and got one estimate from within the Chama area. We were not able to contact them, and we have directed staff to move forward with another vendor.

Councilor Flury invited everyone to Chama Days this coming week.

Councilor Holle announced that Edgewood will be celebrating their 20th birthday on Saturday with a parade at 10:00.
Mayor Christoff thanked NCRTD Staff and Mr. Mortillaro for getting the summer program going at the Taos Ski Valley Village. They have activities scheduled this weekend and a wine fest and Octoberfest coming up.

Ms. Valério invited the Board members and staff to the Santa Clara Pueblo Feast Day on August 12th.

Mr. Nagle was pleased to be participating in the Edgewood parade tomorrow and the Española event. And will be participating in the "touch a truck" event in Taos, as well.

MISCELLANEOUS

There were no miscellaneous items to consider.

ADJOURN

Upon motion by Councilor Maggiore and second by Commissioner Moreno, the Board meeting was adjourned at 11:15 a.m.

NEXT BOARD MEETING: Friday, September 6, 2019, at 9:00 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. 2019-33; A Resolution Demonstrating the North Central Regional Transit District’s (NCRTD's) Commitment to Provide the Local Match Share Upon Award of §5311 Federal Funding for Federal Fiscal Year (FFY) 2021

Prepared By: Michael Valverde, Transit Planner

Summary: NCRTD intends to apply for approximately $8,668,286 of projects through §5311 Federal funding in FFY2021 through New Mexico Department of Transportation (NMDOT). §5311 Federal funding can be used for Administration, Operations and Capital. The Federal share would be $5,561,317. The anticipated local match depending on the project type is between 20% and 50% and will not exceed $3,106,969. While $3,106,969 is the maximum it is not expected that all the projects will be funded through §5311 Federal funding. To submit the FFY21 application to NMDOT for §5311 Federal funding, the NCRTD must demonstrate its commitment to providing the local share upon award by NMDOT.

Background: In June, NCRTD submitted a letter of intent to apply for §5311 Federal Funding through NMDOT for FFY21. In order to be considered for award, NMDOT has asked that local match commitment letters or Board resolutions be provided by the funding applicant to ensure that NMDOT and the local transit agency both understand the local financial commitment and expectations.

Recommended Action/Proposed Motion: It is recommended that the Board approve Resolution No. 2019-33, as the Federal funds are critical to the operation of existing routes. The deadline for submittal to NMDOT is August 23, 2019, but the NCRTD has been given an extension to accommodate the Board's meeting schedule.

Options/Alternatives:

By not demonstrating its commitment to provide the local share match upon §5311 Federal Funding award, NCRTD could be deemed ineligible to receive Federal funding. If this were to happen, it would substantially negatively impact the budget.

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 grant funds are necessary to the NCRTD’s annual budget to sustain existing routes. The District's commitment in match money will not exceed $3,106,969.

Attachment(s):
  - Resolution No. 2019-33
North Central Regional Transit District (NCRTD)

Resolution No. 2019-33

A RESOLUTION DEMONSTRATING THE NCRTD COMMITMENT TO PROVIDE THE LOCAL MATCH SHARE UPON AWARD OF §5311 FEDERAL FUNDING FOR FEDERAL FISCAL YEAR (FFY) 2021

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 on the 14th day of September 2004; and

WHEREAS, the NCRTD anticipates submitting to New Mexico Department of Transportation a §5311 Federal funding application in the approximate amount of $8,668,286, with a local match share requirement not to exceed $3,106,969; and

WHEREAS, the NCRTD is committed to providing the necessary local match as required;

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that the District commits to provide a local match not to exceed $3,106,969 for the FFY21 §5311 Federal funding program.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 6th DAY OF SEPTEMBER 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
Title: Discussion and Consideration of Resolution No. 2019-34 Amending the Procurement Policy.

Prepared By: Hector E. Ordonez, Director of Finance

Summary: Resolution No. 2019-34 amends the existing Procurement Policy. The revisions made enhances the policy adopted in 2018 by providing a detail description of the different procurement processes, sequence of events and the role of the evaluation committee. Additionally, the document was formatted to improve the flow of the document so that it's easier to read and understand.

Background:
The existing Procurement Policy was adopted on April 6, 2018 by Board Resolution 2018-10. Aligned with the District’s effort to constantly enhance our policies in order to ensure that the policies are reliable, consistent, and up to date with State law and Federal requirements, the District has decided to review and revise its Procurement Policy annually. The proposed revisions and substantive changes strive to ensure that the policy reflects current processes and is proactive by incorporating changes that have been implemented in the past year based on industry best practices and recommendations from the New Mexico Procurement Association (NMPA). The substantive changes are as follows:

- The table of contents was updated;
- Cross-references were updated throughout the document;
- The following terms were added to our definitions section: (1) Bidder, (2) Competitive Seal Bid, (3) Multi-Step Procurement, (4) Non-responsible (bid/offeror), (5) Non-responsive (bid/offeror), (6) Offer, (7) Offeror, (8) Protest, and (9) Scope of Work;
- The following terms are not used in our procurement processes or methods therefore were removed from the definitions section: (1) Blind Trust, (2) Direct or Indirect participation, (3) Dollar levels, (4) Immediate Family, (5) Price Analysis, (6) Regular Purchase Order, (7) Request for Information / Interest (RFI), (8) Rough Order of Magnitude Estimate, (9) Statement of Qualifications, and (11) Surveying Services;
- The term “Purchasing Agent” was changed to Chief Procurement Officer;
- Exceptions to the procurement process were moved to “Section 4” to improve readability of the document;
- Financial, Treasury Management, Credit Card and Investment Consulting Services were added to the list of except procurements;
- Federal Micro-purchase and small purchases thresholds were updated (increased) to reflect recent changes in Federal Procurement Clauses;
A section describing the role of the Evaluation Committee and scoring process was included;
A section that illustrates the sequence of events in the procurement process was included;
The different types of procurements used by the District were put into separate sections to avoid confusion and provide separate descriptions of the procurement methods;
The method Statement of Qualifications was changed to Request for Qualifications;
Changes were made to allow the Chief Procurement Officer to change and/or define terms in each procurement process;
Formatting changes so that the District’s federal procurement policies flow in a manner consistent with Federal and State procurement policies.

Please note that the District may always choose to use competitive bidding, proposal or qualification processes even on exempt items such as financial services and intends to do so where competitive offerors are available. However, due to the sensitive nature of these services and the industry itself the process often makes the selection of new products and services challenging because of the urgency of these services. An RFP Bid or qualification process can be time consuming and might affect operations if services are procured via a competitive process.

**Recommended Action/Proposed Motion:**
It is recommended that the Board consider adoption of Resolution No. 2019-34 Amending the adopted Procurement Policy and that the Board further authorizes the staff to make such non-substantive changes to the final policy as may be reasonably necessary to insure indexing, section numbering and other formal matters are corrected at the time of finalizing the document. The attached document was reviewed by the Finance Subcommittee during their August 22, 2019 meeting.

**Options/Alternatives:**
1. Take no action and continue utilizing the current procurement policy; or
2. Adopt the resolution as presented; or
3. Adopt the resolution, with modifications by the Board; or
4. Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:**
None

**Attachment(s):**
- Resolution No. 2019-34
- Revised Procurement Policy (redline)
ADOPTION OF A RESOLUTION AMENDING THE DISTRICT’S PROCUREMENT POLICY

WHEREAS, the Board of Directors in and for the NCRTD finds it in the best interest of the constituents of the District to establish policies to ensure sound financial management; and

WHEREAS, the Board, pursuant to NMSA 1978, Section 73-25-5 (G) (7) has the authority to establish a procurement policy; and

WHEREAS, the Finance Committee at their August 22, 2019 meeting reviewed draft changes to the District’s Procurement Policy and have recommended consideration of those changes to the Board of Directors; and

WHEREAS, the Board, after thorough consideration and upon recommendation of the Finance Committee and staff, find that it is prudent to amend the District’s Procurement Policy attached hereto.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to amend the District’s Procurement Policy is approved and adopted this 6th day of September, 2019.

The Board further authorizes and directs the staff to make such non-substantive corrections and changes as may be reasonably necessary to ensure that the section numbers, pagination and indexing on the final version of the Policy are correct.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
# North Central Regional Transit District

**Procurement Policy**

Amended and Adopted by Resolution No. 2019-348-0 on [April 6, 2019](#).

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North Central Regional Transit District
Procurement Policy
Amended and Adopted by Resolution No. 2019-34-8-0
on September 6, 2019

ARTICLE I. PROCUREMENT

1. PURPOSE.

The purpose of this Procurement Policy (hereinafter the District’s “Procurement Policy”) is to provide for the fair and equitable treatment of all persons involved in public purchasing by the North Central Regional Transit District (hereinafter referred as the “District”), to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The District has independent statutory authority pursuant to NMSA 1978, Section 73-25-6 (A) (3) and (7) to purchase property and therefore the District’s purchases are generally “exempt from the Procurement Code as otherwise provided by law” pursuant to NMSA 1978, Section 13-1-98 (HH). Pursuant to NMSA 1978, Section 73-25-5 (G) has limited authority to adopt procurement policies regarding methods for handling claims and demands regarding procurement disputes but no such similar restriction has been imposed on the District’s general procurement authority. To that end, this article shall govern all purchasing transactions of the District and shall serve to exempt the District from all provisions of the New Mexico Procurement Code, Secs. 13-1-28 through -199 NMSA 1978 excepting only the provisions relating to bid protests. Notwithstanding the District’s general exemption, this Procurement Policy is intended to be, and shall be interpreted in a manner consistent with, all relevant state and federal procurement statutes, rules and regulations and their common goals and objectives regarding the efficient and judicious use of tax-payer money. The District wishes to engage in best practices at both the state and federal level and shall seek to comply with both state and federal best practices wherever, in the Chief Procurement Officer’s opinion, compliance can be achieved with the highest standards for public procurements.

2. APPLICABILITY OF PROCUREMENT REQUIREMENTS.

This Procurement Policy applies to the procurement of goods, services or construction, by the District after the effective date of the adopting resolution. They shall apply to the expenditure of public funds for public purchasing irrespective of the source of the funds.

Notwithstanding any other provision of this Procurement Policy to the contrary, all purchases with federal funds shall be subject to all relevant federal restrictions including but not limited to the federal practices and restriction listed in Article 11-13. When the procurement requires federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. When the funding source for the procurement requires that the State Procurement Code and other State purchasing requirements be followed, then the District will follow such regulations as required.

In the event of any inconsistency between the terms and conditions of this Procurement Policy and those of a valid and enforceable governmental contract, the latter will govern. The District may comply with the terms...

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1 The full text of NMSA 1978, Section 73-25-5 (G) (7) is as follows: "the board may ... prescribe, in accordance with the Procurement Code [73-1-28 NMSA 1978], methods for auditing and allowing or rejecting claims and demands for: (a) the awarding of contracts for the construction of improvements, works or structures; (b) the acquisition of equipment; or (c) the performance or furnishing of labor, materials or supplies as may be required for carrying out the purposes of the Regional Transit District Act [72-25-4 to 72-25-38 NMSA 1978]"
and conditions of any grant, gift or bequest that is consistent with law. The provisions of this Procurement Policy shall apply to all employees or other users authorized to make purchases on behalf of the District and all parties whose bid, offer or contract subjects them to these provisions. Purchasing for private or personal use, or use of the procurement process for such purpose, is prohibited.

All managers, authorized users, and their supervisors are responsible for knowing, understanding, and adhering to the provisions of this Procurement Policy.

Any person having knowledge of a deviation from these provisions shall report such to the Executive Director.

Criminal violations can result in prosecution or penalties.

3.1 EXEMPTIONS.

(a) No provisions of the Procurement Policy except Article II, Section 8, Article 9 and Article 10 shall apply to the following purchases:

1. Advertising;

2. Bond payments and debt service fees along with the issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, except for bond attorneys and general financial consultants;

3. Books, periodicals, publications and subscriptions;

4. Credit or procurement card (“p-card”) purchases covered under a separate policy;

5. Employee work-related travel allowances and expenses;

6. Freight and delivery charges;

7. Instruction/education/training, and any or all related fees;

8. Insurance premiums;

9. Legal and related costs incurred by the District, including expert witness costs and interpreters’ fees, printing/duplicating costs, arbitrator/mediator, process server, court reporter, transcriptions, settlements, and hearing officer(s), but not attorney contracts; (see (b)(5) below)

10. Medical and emergency/incidental medical services utilizing licensed medical professionals, including routine medical and psychological exams or lab tests pursuant to drug testing, pre-hire examinations or examinations related to reasonable accommodation;

11. Memberships and dues;

12. Travel or shipping by common carrier or by private conveyance or to meals and lodging;

13. Office supply, equipment repairs and maintenance contracts;
(14)(1) Postage or meter refills;
(15)(1) Real property;
(16)(1) Information Technology Maintenance Services;
(17)(1) Employment Agreements or Contracts;
(18)(1) Collective Bargaining Agreements or Contracts;
(19)(1) Software and firmware acquisitions, updates and/or upgrades;
(20)(1) Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure;
(21)(1) Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop;
(22)(1) Agreements for the services of lobbyists;
(23)(1) Taxes, licenses and filing fees;
(24)(1) Purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection systems, cable television, radio, internet and telecommunications services;
(25)(1) Intergovernmental agreements;
(26)(1) Procurement of items of goods or services from a federal or state agency or other public entity;
(27)(1) Procurement of goods, services, or construction items under existing contracts and that are procured under any of the following conditions:

   i. At a price equal to or less than the contractor's current federal contract price (GSA, FSS), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the District; or

   ii. With a person that has a current contract with the state Chief Procurement Officer or any other New Mexico governmental entity, for the item, services or construction meeting the same standards and specifications as the items to be procured; or

   iii. With a person that has a current contract issued under a cooperative purchasing agreement with another public entity; or

   iv. With a person that has an existing contract, that was subject to competitive solicitation, with another government or agency thereof;
(28)(1) Purchases of motor fuels and compressed fuel gases where deemed necessary, prudent, and authorized by the Chief Procurement Officer;

(29) Works of art for public display;

(30) Goods for resale;

(31) Unscheduled repairs which necessitate disassembly diagnostics;

(32) Contracts for televising or documenting public meetings;

(33) Contracts for retirement and other benefits;

(34) Contracts and purchases for towing services to move disabled District vehicles;

(35) Any other purchases exempted under relevant state or federal laws.

(b) The Chief Procurement Officer shall retain the documentation relied upon to procure goods, services or construction without seeking competitive bids or proposals for public inspection and auditing purposes in accordance with established District records retention standards.

4.3. DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Nothing herein shall prohibit the Chief Procurement Officer from defining terms in solicitation documents and the defined terms therein may vary based upon the solicitation—:

Architectural services means services which require a valid state license related to the art and science of designing and building structures for human habitation or use including planning, providing preliminary studies, design, specifications, working drawings and providing for general administration of construction contracts.

Authorized User means an employee who has been approved by management, and has received mandatory training in procurement, to conduct departmental purchasing.

Bid means a formal quote with a pre-determined set of specifications to which a bidder must answer or comply, it details the goods or construction, and the price of the items solicited.

Bidder means a person/entity who submits a proposal in response to a Request for Proposals (RFP) or Bid. One who makes an offer in response to a solicitation also known as Bidder.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights subject to the trust.

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other significant
characteristics needed to meet District requirements, and which provides for the submission of equivalent products.

**Brand name specification** means a specification limited to one or more items by manufacturers' name or catalogue number.

**Change order** means a written order to the contractor authorizing an addition, deletion or revision in the work within the scope of the contract documents; or authorizing an adjustment in the contract price or contract time.

**Chief Procurement Officer** means the District staff member duly trained, qualified and assigned to oversee all procurements on behalf of the District.

**Competitive Sealed Bid** means the process for solicitation of goods and not services unless required by the Executive Director or by law.

**Confidential information** means any information which is available to an employee only because of the employee's status as an employee of the District and is not a matter of public knowledge or available to the public on request.

**Construction** means the process of building, altering, repairing, installing, improving or demolishing any public structure or building, or other public or private improvements of any kind to any public real property. It does not include the routine operation or routine maintenance of existing structures, buildings or real property.

**Construction management services** means services related to the process of management applied to a construction project for any duration, from conception to completion of the project, to controlling the time, cost and quality of such.

**Construction manager** a person who functions as the owner's representative and whose activities include but are not limited to: monitoring and coordinating the work, schedules, personnel, equipment and materials of contractors; developing and monitoring project costs, change orders and pay requests; insuring compliance with all contract documents and applicable laws, rules and regulations.

**Contract** means any type of District agreement, regardless of its title, for the procurement of goods, services, or construction. This term shall not include employment agreements or collective bargaining agreements.

**Contract modification (bilateral change)** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract.

**Contractor** means any person as defined below who has a contract with the District.

**Cooperative purchasing** means the use of a properly executed purchasing agreement with one or more additional public agencies to execute procurement.

**Cost or Price analysis** means the evaluation of factual information concerning the cost of labor, material, overhead and other cost elements including profit which are expected to be incurred or which have been incurred by the contractor in performing the contract.
Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of the procurement code, and a fee or profit, other than a fee based upon a percentage of cost, if any.

District means the North Central Regional Transit District.

Definite quantity contract means a contract which requires the contractor to furnish a specified quantity of goods, services, or construction at or within specified time.

Direct or indirect participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.

Dollar levels mean United States currency, and all amounts shall be considered without New Mexico gross receipts tax (NMGRT).

Employee means an individual drawing a salary or wages from the District, whether appointed or not; any non-compensated individual performing services for the District or any department, or entity established by the executive or legislative branch of the District; any non-compensated individual serving as a Director or Official Designee of the District.

Engineering services means any service or creative work, the adequate performance of which requires a valid state license and engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specifications; any of which embrace such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Such practice may include but is not limited to the performance of architectural work incidental to the practice of engineering. Engineering services does not include responsibility for construction management services, site conditions, operations, equipment, personnel or the maintenance of safety in the work place.

Evaluation committee means a committee appointed for the purpose of evaluating responses to bids or proposals and to determine, in writing, which is the most advantageous to the District based on the evaluation factors set forth. The evaluation committee members will remain constant through award. The evaluation committee shall be appointed by the Executive Director in consultation with the Chief Procurement Officer department manager for whose department the goods, services or construction are to be purchased.

Financial interest means (1) holding a position in a business as officer, director, trustee, or partner, or holding any position in management, or ownership of more than five percent interest in a business; or (2) any interest which may yield, directly or indirectly, any material benefit to an employee or to the employee's immediate family any interest other than an interest in a mutual fund or one held in a blind trust.

Goods means all tangible items, other than real property or construction, having a physical existence including, but not limited to, supplies, parts, equipment, materials, and printed materials.
**Gratuity or Kickback** means a payment, loan, subscription, advance, and deposit of money, service or anything of more than a nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**Immediate family** means a spouse, children, parents, brothers and sisters, parent-in-law, grandparent, grandchild, and step-relatives in a like relationship.

**Indefinite delivery/Indefinite quantity (IDIQ) contract** means a contract which requires the contractor to furnish an indeterminate quantity of specified goods, services, or construction during a prescribed period of time at a definite unit price or at a specified discount or similar pricing structure from list or catalog prices.

**Inventory** means goods purchased, accepted, stored, issued, and to ready use by users of the District.

**Invitation for bids (IFB)** means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed bids.

**Multiple source award** means an award to more than one bidder or offeror of a contract for one or more similar goods, services, or construction.

**Multi-Step Procurement** means a process where the initial Offeror's qualifications are evaluated prior to invitation to submit a bid or proposal.

**New Mexico Gross Tax Receipts (NMGRT)** means the total amount of money or other consideration received from selling, leasing or licensing property, granting a right to use a franchise, performing services or selling research and development services in New Mexico. The gross receipts tax rate varies throughout the state from 5.125% to 8.6875% depending on the location of the business.

**Non-Responsible (Bid/offeror)** means a response to a bid or offer from a contractor, business entity or individual that does not have the ability or capability to fully perform the requirements of the bid or is unable to ensure reliable contractual performance.

**Non-Responsive (Bid/offeror)** means a response to a bid or offer that does not conform to the mandatory or essential requirements contained in the Invitation for Bids (IFB).

**Offer** means a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

**Offeror** means any person corporation or partnership who chooses to submit a proposal through the District's Procurement process also known as bidder.

**Person** means any natural person, corporation, partnership, sole proprietorship, joint stock company, joint venture, private legal entity, or any federal, state or local political subdivision or entity thereof.

**Price or Pricing structure** means a pre-determined method, such as percentage charged for a category of items; or dollar amount as an itemized price listing, or as related to quantity, unit pack, or similar distinction, for which a vendor is willing to provide the District goods, services, or construction.

**Price agreement** means a form of IDIQ contract which requires the contractor to furnish specified items/services within the limitations of the contract, if any.
Price analysis means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in determining prices to be paid and costs to be reimbursed.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement means (1) the buying, purchasing, renting, leasing, or otherwise acquisition of any goods, licenses, services or construction; or (2) all functions that pertain to the procurement process, including description of requirement, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and/or contract administration.

Professional services means the services of practitioners in a field requiring a state license, or an advanced degree, or a highly specialized education, or a nationally recognized certification; or person providing such services. This term shall not include services provided by an employment agreements or contracts or collective bargaining agreements or contracts.

Project means an activity with an explicit goal, that has a defined beginning and an end, with at least one concrete deliverable, logical sequence of activities, deliverable(s), and that is not a repetition of an activity that has been previously planned and performed.

Project Manager means the person assigned the responsibility for overall supervision of a Project. The responsibility includes, but is not limited to, budget monitoring, change order control, project schedule, quality control, approving progress payments, and insuring that work progresses in accordance with requirements set forth in the contract documents.

Proposal means a quote which may include open-ended, substantially bidder-determined specifications for how the bidder will provide the item(s), or different weights on different factors for evaluation; which details the goods, services, or construction, and the price of the items solicited.

Protest means a written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result.

Public agency or entity means a public entity subject to or created by any federal, state, or local governmental body.

Purchase order (PO) means the legally binding document issued by the Finance Office, which has been appropriately approved before submission to a vendor, that authorizes a contractor or vendor to deliver goods, services or construction.

Regular purchase order means a purchase order with a fixed amount and cost— one which is used to procure a predetermined quantity at a predetermined price.

Open or blanket purchase order means a purchase order which is used for anticipated numerous or recurring small purchases at a predetermined price or pricing structure for up to one year. It is a type of IDIQ contract.

Qualified products list means an approved list of goods, services or construction items described by model or catalogue numbers which, prior to competitive solicitation, the Chief Procurement Officer has determined will meet the applicable specification requirements.

Quote means a binding, good-faith statement of the price at which a vendor is willing to provide to the District required goods, services, or construction.
Request for Information / Interest (RFI) means all documents, whether attached or incorporated by reference, utilized for gauging interest in a future solicitation or soliciting information to be used to develop specifications or a scope of work for services for an IFB, RFP, or RFQ.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting proposals for goods, services or construction.

Request for Qualifications (RFQ) means all documents, whether attached or incorporated by reference, utilized for soliciting Statements of Qualifications for professional services.

Responsible bidder or offeror means a person or bidder who has been determined by the Chief Procurement Officer or evaluating committee to have the capability in all respects to perform fully the contract requirements, including financial resources, personnel, service reputation and experience, capacity, production or service facilities, equipment and credit which will ensure satisfactory delivery of the goods, services or construction described in the IFB or the RFP.

Responsive bid means a bid that conforms in all material respects to the requirements set forth in the IFB. Material respects of a bid may include but are not limited to, price, quality, quantity, and delivery requirements.

Responsive offeror means a person who has submitted an offer that conforms in all material respects to the requirements set forth in the RFP.

Scope of Work means a detailed, written description of the conceptual requirements for the project contained within a Request for Proposal or Bid. The scope of work should establish a clear understanding of what is required by the District.

Rough order of magnitude estimate means an approximation without detailed data backup; has a range of accuracy equal to -25% to +75%.

Services means the furnishing of labor, time or effort, by contractors other than those providing professional services, services of employees of a state agency or local public body, or construction.

Software or firmware update or upgrade means new software or an improvement to the functionality or security of existing computer software.

Sole source selection means a one time procurement contract that does not go through the competitive bids or proposals process after the Chief Procurement Officer has determined in writing that:

(a) There is only one source for the required service, construction or item of tangible property; or

(b) Other Services, goods, items cannot meet the intended purpose; and

(c) A good-faith review and a Letter or Memo of Justification is provided to the Chief Procurement Officer and Executive Director stating that an analysis of available sources has been conducted, and

(d) Documentation detailing the reason(s) why the source is the only one in the USA that provides the good(s) or service(s).
**Specification** means any description of the physical or functional characteristics or of the nature of a good, service or construction item. It may include a description, any requirement for inspecting, testing or preparing a good, service or construction item for delivery.

**Statement of Qualifications (SOQ)** means a formal documentation of experience or expertise for the purpose of obtaining information to permit the evaluation of the person most highly qualified to provide the required services.

**Surveying services** means any service or work, the substantial performance of which involves the application by a state-licensed surveyor of the principles of mathematics and the related physical and applied sciences.

**Task order or Job order** means a discrete assignment of a specific set of tasks under an Indefinite Delivery/Indefinite Quantity contract, each order capped at a not-to-exceed amount.

4. **EXEMPTIONS.**

   (a) No provisions of the Procurement Policy except Article II, Section 89, Article 9 and Article 10 shall apply to the following purchases:

   1. **Advertising:**
   2. **Financial Services including but not limited to checking and saving accounts; investment portfolios and other security investment method including broker services; asset safekeeping and/or custodial services; treasury management; and/or treasury and investment consulting services:**
   3. **Bond payments and debt service fees along with the issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, except for bond attorneys and general financial consultants:**
   4. **Books, periodicals, publications and subscriptions:**
   5. **Credit or procurement card (“p-card”) purchases covered under a separate policy:**
   6. **Employee work-related travel allowances and expenses:**
   7. **Freight and delivery charges:**
   8. **Instruction/education/training, and any or all related fees:**
   9. **Insurance premiums:**
   10. **Legal and related costs incurred by the District, including expert witness costs and interpreters’ fees, printing/duplicating costs, arbitrator/mediator, process server, court reporter, transcriptions, settlements, and hearing officer(s), but not attorney contracts; (see (b)(5) below):**
   11. **Medical and emergency/incidental medical services utilizing licensed medical professionals, including routine medical and psychological exams or lab tests pursuant to drug testing, pre-hire examinations or examinations related to reasonable accommodation:**
   12. **Memberships and dues:**
(13) Travel or shipping by common carrier or by private conveyance or to meals and lodging;

(14) Office supply, equipment repairs and maintenance contracts;

(15) Postage or meter refills;

(16) Real property;

(17) Information Technology Maintenance Services;

(18) Employment Agreements or Contracts;

(19) Collective Bargaining Agreements or Contracts;

(20) Software and firmware acquisitions, updates and/or upgrades;

(21) Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure;

(22) Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop;

(23) Agreements for the services of lobbyists;

(24) Taxes, licenses and filing fees;

(25) Purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection systems, cable television, radio, internet and telecommunications services;

(26) Intergovernmental agreements;

(27) Procurement of items of goods or services from a federal or state agency or other public entity;

(28) Procurement of goods, services, or construction items under existing contracts and that are procured under any of the following conditions:

   i. At a price equal to or less than the contractor's current federal contract price (GSA, FSS), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the District; or

   ii. With a person that has a current contract with the state Chief Procurement Officer or any other New Mexico governmental entity, for the item, services or construction meeting the same standards and specifications as the items to be procured; or

   iii. With a person that has a current contract issued under a cooperative purchasing agreement with another public entity; or
With a person that has an existing contract, that was subject to competitive solicitation, with another government or agency thereof;

(29) Purchases of motor fuels and compressed fuel gases where deemed necessary prudent and authorized by the Chief Procurement Officer;

(29) Works of art for public display;

(30) Goods for resale;

(31) Unscheduled repairs which necessitate disassembly diagnostics;

(32) Contracts for televising or documenting public meetings;

(33) Contracts for retirement and other benefits;

(34) Contracts and purchases for towing services to move disabled District vehicles;

(35) Any other purchases exempted under relevant state or federal laws.

(b) The Chief Procurement Officer shall retain the documentation relied upon to procure goods, services or construction without seeking competitive bids or proposals for public inspection and auditing purposes in accordance with established District records retention standards.

ARTICLE II.

ROLES AND AUTHORITY OF THE CHIEF PROCUREMENT OFFICER AND EXECUTIVE DIRECTOR

5. ESTABLISHMENT.

The responsibility for administration of the provisions of this policy shall be under the Executive Director but all responsibilities may be delegated to a Chief Procurement Officer who is duly trained and qualified to perform purchasing functions on behalf of the District. The Chief Procurement Officer shall have the responsibility and authority to ensure that all provisions of law and this Procurement Policy are followed and shall be authorized to issue any supplemental regulations consistent with this policy deemed necessary to administer, manage or clarify this policy. Supplements issued by the Chief Procurement Officer shall require prior written approval of the Executive Director and shall be attached to and made a part of this Policy. The Chief Procurement Officer shall be responsible for having the knowledge to ensure that all provisions of this Policy and all other purchasing concerns and activities of the District are appropriate and consistent with the most current, generally accepted purchasing techniques, and all provisions of the law.

6. CHIEF PROCUREMENT OFFICER AUTHORITY AND DUTIES.
(a) **Principal public purchasing official.** Except as otherwise provided in this Article, the Chief Procurement Officer shall serve as the principal public purchasing official for the District and shall be responsible for conducting or supervising the procurement of goods, services or construction in accordance with this Article, as well as the disposal of surplus goods.

(b) **Duties.** In accordance with this article, and subject to the supervision of the Executive Director or his designee, the Chief Procurement Officer shall:

1. Award purchase orders for procurement of all goods, services or construction needed by the District, upon approval of departments or the Executive Director as required consistent with operational procedures;

2. Develop procedures to sell, trade, or otherwise dispose of surplus goods belonging to the District;

3. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the goods, services or construction;

4. Conduct mandatory training sessions for new authorized users, and periodic training for all current authorized users;

5. Review all procurement requests for correctness, appropriateness, and compliance with this Policy; and

6. Establish and administer a District procurement card program.

(c) **Operational procedures.** Consistent with this article, the Chief Procurement Officer may adopt operational procedures relating to the execution of his or her duties.

7. **DELEGATIONS TO OTHER DISTRICT OFFICIALS.**

The Chief Procurement Officer may delegate authority to purchase certain goods, services or construction items to other District officials, if he or she deems such delegation necessary for the effective procurement of those items. This delegation will be in writing describing the authority granted. Notwithstanding the provisions of Section 6, procurement authority with respect to certain goods, services or construction may be delegated to other District officials by the Executive Director. This delegation will be in writing describing the authority granted.

8. **ROLE OF EVALUATION COMMITTEE.**

The Evaluation Committee shall be charged with scoring bids and proposals according to the methodology and evaluation factors included in the solicitation. Members of the Evaluation Committee are responsible for being objective, impartial, unbiased and fair in all aspects of the evaluation process and must adhere to the District’s Procurement Policies and Procedures, New Mexico State and Federal laws, regulations and policies governing public procurement.

The Evaluation Committee is formed prior to the pre-bid meeting and/or prior to the receipt of bid or proposals. This is done to ensure that there is no perception that the Evaluation Committee was formed to favor a particular bidder or offeror. The Evaluation Committee generally includes individuals that bring together the expertise necessary to evaluate the bid-proposals received.
Individuals who have a known or perceived conflict of interest with any potential bidder, or with any potential subcontractor of a potential bidder, should not serve on the Evaluation Committee. Individuals who become aware of an actual, perceived or possible conflict of interest during their service on the Committee should immediately notify the Chief Procurement Officer. The Evaluation Committee ordinarily consists of from three (3) to six (6) members.

The evaluation may use a phased approach and combined or average scoring across multiple phases on a case by case basis as determined by the CPO.

For procurements related to major capital projects or services, the evaluation process may be undertaken in two phases. During the first phase the Evaluation Committee will evaluate the written proposals and evaluate on technicality, assess experience and qualifications. During Phase One Evaluation Committee will identify those offerors that are considered to be the most responsive and responsible bidders. Following the identification of the finalists, an in-person interview, demonstration and or presentation can be scheduled. The Evaluation Committee will then evaluate the bidder-offeror on the interview, demonstration or presentation. Scores from the first and second evaluations are averaged. The bidder-offeror with the highest score is recommended for award to the Board of Directors.

8. AUTHORITY TO EXECUTE CONTRACTS.

(a) Purchase orders. The District Board hereby delegates to the Executive Director the authority to execute purchase orders and bind the District in contracts as follows.

(b) Contracts.

(1) For contracts the District Board hereby delegates to the Executive Director or designee the authority to execute the following contracts and bind the District:

i. Contracts other than purchase orders as provided in this Section, in the amount of $100,000.00 or less;

ii. Any contract for the purchase of goods or construction in any amount less than or equal to the funding budgeted and specifically appropriated by the District Board for the acquisition or project;

iii. Change orders or contract modifications to existing contracts, provided that the total amount after execution of the change order or contract modification does not exceed the funds budgeted or the adjusted budget and specifically appropriated for the project.

(2) The authority granted in Subsections (b) (1) is subject to the following conditions:

i. The goods, services, or construction was procured in accordance with this Procurement Policy as determined by the Chief Procurement Officer;

ii. The contract is in a form acceptable to the District’s Legal Counsel;

iii. There is no local, state or federal requirement that the chief elected official or other official must sign the contract;

iv. Approval by the District Board for purchases in excess of $100,000.00.
(3) The Executive Directors power to delegate authority to execute contracts is limited to the contract amount of $100,000.00, exclusive of NMGRT, or less.

(4) All other contracts must be approved by the District Board prior to execution by the Executive Director, as appropriate.

(5) Multiple signatures, verifications, and other fiscal controls may be required to ensure all District contracts receive proper review and approval prior to the expenditure or commitment of District funds. Supplemental policies to this Procurement Policy regarding the form, execution, and limits on signature authority of the District staff are hereby authorized and integrated by reference.

ARTICLE III.

SOURCE SELECTION METHODS

The Chief Procurement Officer shall be responsible for developing procedures for processing, recording and securing all documents for bids and proposals. Confidential information shall be identified as such by the bidder, and subject to state laws regarding its handling. The Chief Procurement Officer shall confer with the Executive Director and determine which of the following Source Selection Methods is most advantageous for the District. Non-exempt Procurements shall use the following Source Selection Methods: Competitive Sealed Bids, Request for Qualifications, Requests for Proposals, Multi-step Procurement, Sole-source, Small Purchase, Emergency, and E-Commerce Procurement.

9. SEQUENCE OF EVENTS.

For Non-exempt Procurements Competitive Sealed Bids, Request for Qualifications, Requests for Proposals, Multi-step Procurement, and some E-Commerce Procurements the following sequence of events shall be utilized to Procure goods and services:

(a) Issuance of RFP

(b) Question Submittals

Potential Offeror(s) are encouraged to submit written questions. Potential offerors shall be given enough time to complete a responsive and responsible offer. 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 solicitation. All written questions must be addressed to the CPO and will be responded to by the CPO. Questions emailed shall be clearly labeled “IMPORTANT- [NAME OF OFFEROR] [RFP/RFQ/IFB] #______ All written questions will be addressed in writing in the District’s website by the date listed in the solicitation documents. The submission of questions is not a prerequisite for submission of a proposal.

(c) 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. Responses shall be posted within a week of the CPO receiving the question.
(d.) Submission of Responses

All responses must be received for review and evaluation by the CPO or designee no later than 5:00 pm mountain standard time on the date indicated in the solicitation documents. Responses received after these deadlines will not be accepted. The date and time of receipt will be recorded on each response.

Documents must be addressed and delivered to the CPO at the address listed in the solicitation and must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the solicitation. 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 responses. Pursuant to NMSA 1978, § 13-1-116, the contents of responses 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 solicitation. Awarded in this context means the final required signature on the contracts resulting from the Procurement has been obtained.

(e.) Proposal Evaluation (for RFQs and RFPs)

An Evaluation Committee will perform the evaluation of responses. This process will take place as indicated in the sequence of events in the solicitation. 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.

The District and the Evaluation Committee reserve the right to reject any and/or all submissions as it deems in its best interests or that do not comply with the parameters or requirements set forth in this SOQ and 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 earlier when possible.

Responses will be evaluated using the Evaluation Criteria presented within the solicitation documents. An Evaluation Committee 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 score cards.

(f.) Optional Review of Finalists (for RFQs and RFPs)

If necessary, interviews 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.
(g.) Selection of Finalist/Recommended Award

CPO will send an e-mail informing the final selected offeror that they have been deemed the most responsive and responsible offeror and that they will be recommended for award subject to Board approval and any protest.

(h.) Negotiations. (RFPs and RFQs)
Negotiation of unresolved terms and conditions shall be conducted with the selected Offeror to resolve any unresolved matters prior to finalizing the contract form and presented to the Board of Directors of the District. Contractual agreements will be finalized with the most advantageous Offeror(s) per the Sequence of Events in the solicitation 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 to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

(i.) 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 final contract to the Board of Directors for approval. The Board may authorize the staff to make non-substantial and formatting changes to the final agreement.

(j.) Protest Deadline
Any protest by an Offeror must be timely and in conformance with the law. 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. 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. E-mails are permitted for protests but shall be required to meet the same deadlines as other written protests.
9. COMPETITIVE SEALED BIDS (IFBs).

The Chief Procurement Officer shall be responsible for developing procedures for processing, recording and securing all documents for bids and proposals. Confidential information shall be identified as such by the bidder and subject to state laws regarding its handling. The user department manager shall appoint the bid evaluation committee and committee chairperson.

(a) Conditions for use. Contracts of the District shall generally be awarded by competitive sealed bidding if the Chief Procurement Officer determines that other means of source selection are not in the best interest of the District, except as otherwise provided herein. Exempt purchases under Section 3, purchases requiring Requests for Proposals under Section 11, purchases requiring Requests for Qualifications under Section 12, small purchases under Section 13, sole source purchases under Section 14, and emergency procurements under Section 16 and purchases under a valid existing contract by another procuring governmental entity shall not be subject to this general requirement.

(b) Invitation for bids. An IFB may be issued and, if used, shall include specifications and a sample of the standard contractual terms and conditions applicable to the procurement.

(c) Multistep sealed bidding. When it is considered disadvantageous to the District to prepare solicitation documents that support an award based on price, an IFB may be issued requesting the submission of unpriced offers, which may include a separate sealed price proposal, or may be followed by an IFB limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(b)

(e)(d) Public notice. The District shall give adequate public notice of the IFB to ensure sufficient time for Offerors to respond. shall be given a reasonable time may exceed, but shall not be less than 15 calendar days prior to the date set for opening of the bids. Re-solicitations shall be given public notice for a minimum of 10 days prior to the date set for opening of the bids. The publication of such notice shall be in a manner calculated to solicit the most competitive bidding process, newspaper of general circulation within the District. Such public notice shall state the title, place, date and time of bid opening. Nothing herein shall prohibit the District from using other or additional means of notifying potential bidders of the solicitation.

(e) Bidders list. The Chief Procurement Officer shall send copies of the IFBs to persons and business who may be interested in submitting a bid, including persons that have formally requested from the District the IFB documents for submitting bids for particular categories of goods, or construction, and which have paid in advance any required fees. The Chief Procurement Officer may set fees or deposits for different IFBs. The District and its agents may provide electronic copies of documents, free of charge in its sole discretion, but will generally may charge fees for copies of plat and plan documents and hard copies of all other documents in the discretion of the Chief Procurement Officer.

(f) Bid opening. Bids shall be opened publicly in the presence of two or more District employees and any public who wish to attend the bid opening present, including bidders. The bid opening shall be, at the time and place designated in the IFB or in such supplemental notices as the Chief Procurement Officer deems appropriate. The names of the witnesses will be made a part of the record, and any public presence, including bidders or offerors, will be given the option to record their
names. The amount of each bid and such other relevant information as the Chief Procurement Officer deems appropriate consistent with the Inspection of Public Records Act, § 14-2-1 et seq., NMSA 1978, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection in accordance with the Inspection of Public Records Act.

(e) Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Article. Bids shall be evaluated based on the requirements set forth in the IFB and these Procurement Rules, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total of life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB and these Procurement Rules may be used in bid evaluation. Interviews are to be used only for the purpose of clarification. The final evaluation results shall be forwarded to the Chief Procurement Officer.

(g) Withdrawal of bids and cancellation of awards. Bidders may withdraw their bid by written notice and as long as the notice is received by Chief Procurement Officer prior to bid opening. After bid opening, no changes in bid prices or other provisions of bids, prejudicial to the interests of the District or fair competition, shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (1) The mistake is clearly evident on the face of the bid document; or (2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Any decision to permit correction before withdrawal of bid or to cancellation of awards or contracts based on bid mistakes shall be supported by a written determination made by the Chief Procurement Officer including the grounds upon which the determination was made.

(h) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid was timely submitted and meets the requirements and criteria set forth in the IFB. An award may be made on an all-or-nothing or multiple source basis whichever is the most advantageous to the District.

(i) Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an IFB may be issued requesting the submission of unpriced offers, which may include a separate sealed price proposal, or may be followed by an IFB limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(j) Identical bids. When competitive sealed bids are used and two or more of the bids submitted are identical in price and are the low bid, the Chief Procurement Officer may:

(1) Award pursuant to the multiple source award provision;

(2) Award by lottery or game of chance of the Chief Procurement Officer’s choosing to one of the identical low bidders; or

(3) Reject all bids and re-solicit bids for the required goods, services, or construction.
The Chief Procurement Officer shall be responsible for developing procedures for processing, recording and securing all documents for RFPs and RFQs. Confidential information shall be identified as such by the proposer, and subject to state laws regarding its handling. The user department director shall appoint the bid evaluation committee and committee chairperson.

44.10. CONDITIONS FOR USE OF REQUESTS FOR PROPOSALS (RFPs).

When the Chief Procurement Officer determines that, based on written justification provided by the user department, the use of competitive sealed bidding is either not practical or not advantageous in seeking the best value to the District, a contract may be entered into by use of RFPs.

(a) Issuing the RFP. Proposals shall be solicited through an RFP which shall be issued and shall include the specifications for the goods, services or construction, a sample copy of the proposed contract terms applicable to the procurement unless waived by the Purchasing Agent/Chief Procurement Officer, additional requirements specific to a particular procurement as may be in the best interest of the District, the location where proposals are to be received, the date and time where proposals are to be received.

(b) Multistep RFPs. When, because of the unique set of qualifications needed the Chief Procurement Officer considers it impractical to prepare initially a solicitation which includes price, an RFP may be issued requesting the submission of Statement of Qualifications (SOQs) which include a separate sealed price proposal, or may be followed by an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the first solicitation.

(c) Public notice. Adequate public notice of the RFP shall be given in the same manner as provided for Competitive Sealed Bid procurements, in Section 9 (c).

(d) Offerors list. The Chief Procurement Officer shall send copies of each RFP to at least those persons that have formally requested from the purchasing office the documents for submitting a proposal and such other persons as the Chief Procurement Officer deems advantageous to the District. Registration fees or deposits may be required, as provided in Section 9 (d).

(e) Receipt of proposals. Proposals shall be handled so as to prevent disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of solicitation of bids, negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

(f) Multistep Proposals. When it is considered disadvantageous to the District to prepare solicitation documents that support an award based on price, an RFP may be issued requesting the submission of unpriced offers, which may include a separate sealed price proposal, or may be followed by a procurement limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(g) Discussion with responsible offerors and revisions to proposals. As provided in the RFP, discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably likely to be selected for award. Discussion shall be limited to contact by Offerors with the Chief Procurement Officer and shall only be permitted to ensure that the District and Offerors have a clear and mutual understanding of the solicitation and the
responses.. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by other Offerors.

(g) Evaluation factors. The RFP shall state the relative weight of price and other evaluation factors.

(h) Initial Review of Responses. Following receipt of responses to the RFP the Chief Procurement Officer shall review the responses and eliminate from consideration those Offerors who are deemed non-responsive or non-responsible. Nothing herein shall limit the subsequent ability of the Evaluation Committee to limit the number of Offerors to a list of "finalists" who are deemed most advantageous to the District so long as the evaluation of all Offerors is consistent with the criteria for evaluation set forth in the RFP.

(i) Interviews. Evaluation of the RFP. Interviews are only for may be used for the purpose of clarification, to assess the quality of the goods, services, training and support provided by the Offeror and may be used to rank, score, pre-qualify or qualify the Offerors prior to an award, for adjusting the initial score. The final evaluation results shall be forwarded to the Chief Procurement Officer. Purchasing Agent.

(j) Evaluation Committee. The District shall generally use an Evaluation Committee to rank and score responses to RFPs. The Evaluation Committee shall remain fair and unbiased in the review of responses.

(k) Negotiation with Finalists. Once one or more Offerors have been selected by the Evaluation Committee for the potential award of a contract the District shall enter into negotiations with the Offeror on final contract terms and conditions. If the District is not able to agree to final terms with the highest ranked Offeror it shall proceed to negotiate terms with the next highest ranked Offeror until an award of the contract is achieved or the District determines to reject all responses.

(l) Discussion with responsible offerors and revisions to proposals. As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for to ensure full understanding and conformation with the solicitation requirements for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by finalist offerors.

(m) Award shall be made to the responsible offeror whose proposal is determined in writing by the evaluating committee to be the most advantageous to the District, taking into consideration the evaluation factors set forth in the request for proposals and the resolution of any contract negotiations. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.

12.11. CONDITIONS FOR USE OF REQUESTS FOR QUALIFICATIONS (RFQs).

When the Chief Procurement Officer determines in writing, based on written justification provided by the user department that the use of an IFB or RFP is either not practical or not advantageous to the District in soliciting professional services, a contract may be entered into by use of competitive sealed RFQs. The Chief Procurement Officer shall publicly issue an RFQ for professional service providers to submit a Statement of Qualifications, a response to the RFQ and to negotiate such contracts on the basis of demonstrated competence and qualifications, and performance dates, and such other contract terms and conditions as the District deems appropriate and includes in the RFQ solicitation documents.
(a) Issuing and processing the RFQ. The RFQ will be handled in the same manner as in Section 11 above and RFP except for that a price shall not be an evaluation factor for RFQs.

(b) Multistep Proposals. When it is considered disadvantageous to the District to prepare solicitation documents that only evaluate qualifications without regards to the Offerors proposal for implementation of the project requiring professional services, the RFQ may be issued requesting the submission of qualification which may be followed by a Request for Proposals limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

Selection process. The Evaluation Committee shall select, ranked in the order of their qualifications, the person(s) deemed to be the most highly qualified to perform the required services, after considering the criteria in the RFQ solicitation documents and the following criteria:

1. Specialized design or technical competence of the person regarding the type of services required;
2. Capacity and capability of the person, including any consultants, their representatives, qualifications, and locations, to perform the work, within the time limitations;
3. Past record of performance on contract with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules; and/or
4. Any other criteria as deemed necessary and included in the RFQ solicitation documents.

Negotiation. Upon selection of the finalist(s), the Chief Procurement Officer or designee shall negotiate a contract with the person considered to be the most qualified for the required services at compensation which the Chief Procurement Officer or designee determines in writing to be fair and reasonable to the District. In making this decision, the Chief Procurement Officer or designee shall consider the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Chief Procurement Officer or designee be unable to negotiate a contract at a fair and reasonable price with the selected person, the valuation committee shall select additional persons in order of their competence and qualifications, and the Chief Procurement Officer or designee shall continue negotiations with the additional persons in the order of their competence and qualifications in accordance with this section until an agreement is reached.

12. MULTI-STEP PROCUREMENTS.

Notwithstanding any provision of these Procurement Rules to the Contrary the Chief Procurement Officer may elect to use Multi-Step Procurements wherever such process is deemed to be in the best interest of the District. Multi-Step Procurements shall be utilized in order to integrate qualification based selection of Offerors prior to the selection and award of a contract based upon the bid or proposal.

Multistep RFPs. When, because of the unique set of qualifications needed the Chief Procurement Officer considers it impractical to prepare initially a solicitation which includes price, an RFP may be issued requesting the submission of Statement of Qualifications (SOQs) which include a separate sealed price proposal, or may be followed by an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the first solicitation.
13. SMALL PURCHASES.

(a) Generally- Any purchase may be made in accordance with the small purchase procedures authorized in this section if the total amount of the contract to be awarded, calculated over the full term of the contract, does not exceed $60,000.00. A purchase shall not be artificially divided so as to constitute a small purchase under this section. Professional services not exceeding $60,000.00 may be but are not required to be conducted by competitive written proposal.

(b) Federally funded purchases not exceeding $3,500.00, exclusive of applicable gross receipts tax- The Chief Procurement Officer shall adopt operational procedures for making small purchases not exceeding $3,500.00. Such operational procedures shall comply with federal best practices for small purchases and shall provide for federally required documentation of small purchases.

(c) Purchases under $20,000.00, exclusive of applicable gross receipts tax- Small purchase under $20,000 shall only be required to meet the minimum standards established by the State of New Mexico for small purchases.

(d) Purchases exceeding $20,000.00, exclusive of applicable gross receipts tax- Small purchases of $20,001 to $60,000 shall comply with minimum standards established by the State of New Mexico.

14. SOLE SOURCE PROCUREMENT.

Sole source-Procurement means a one-time procurement contract that does not go through the competitive bids or proposals process after the Chief Procurement Officer has determined in writing that:

(a) There is only one source for the required service, construction or item of tangible property; or

(b) Other Services, goods, items cannot meet the intended purpose; and

(c) A good-faith review and a Letter or Memo of Justification is provided to the Chief Procurement Officer and Executive Director stating that an analysis of available sources has been conducted, and

(d) Documentation detailing the reason(s) why the source is the only one in the USA that provides the good(s) or service(s).

A contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service or construction item in the USA. A sole source selection may also result when there is only one respondent to an RFI as in Section 36. The Chief Procurement Officer or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of these procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, a letter or memo of justification documenting the reason for the selection of the source, and the identification number of each contract file. Notice publication of proposed sole source contracts shall be
listed on the District's website for 30 days prior to award of any sole source contract exceeding $20,000 in value.

15. **E-COMMERCE**

E-commerce is an allowable mean to conduct procurements, when utilized, full and open competition must be addressed. A written explanation must be provide by the person selecting E-commerce and documented when using of E-Commerce. Please call the Chief Procurement Officer prior to use of this alternative.

16. **EMERGENCY PROCUREMENTS.**

The Chief Procurement Officer may make or authorize others to make emergency procurements of goods, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract and the identification number of the contract file.

**ARTICLE IV.**

**ACTIONS PRIOR TO AWARDING CONTRACTS**

17. **CANCELLATION OF SOLICITATIONS.**

An IFB, an RFP or other solicitation may be canceled, or any or all bids or proposals may be rejected when it is in the best interests of the District. The reasons therefore shall be made part of the file. Each solicitation issued by the District shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interest of the District. Notice of cancellation shall be sent to all respondents. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

18. **RESPONSIBILITY OF BIDDERS AND OFFERORS.**

Determination of non-responsibility. If a bidder or offeror is found to be non-responsible, the Chief Procurement Officer shall prepare a written determination of non-responsibility setting forth the basis of the finding. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made public record.

The Chief Procurement Officer shall verify the responsibility of bidders and offerors to the extent reasonably practicable and necessary. Criteria for determining the responsibility of bidders and proposers shall include but not be limited to the following:
(a) For federally funded procurements over $25,000.00 the Chief Procurement Officer will search SAM.gov;

(b) The business has not been debarred or suspended under New Mexico laws (NMSA 1978, Section 13-1-179 and 180);

(c) The business is solvent;

(d) The business is duly incorporated;

(e) The business is authorized to conduct business and in good standing with all state and local registration requirements including current business registrations, and business licenses;

(f) The business has or will be obtain applicable insurance;

(g) The business meets any relevant bonding requirements;

(h) The business principle officers are not currently under indictment or investigation for fraud, breach of fiduciary duty or similar crimes that would potentially subject the District to unnecessary financial risks.

19. MINOR IRREGULARITIES IN BIDS, PROPOSALS AND OFFERS.

The Chief Procurement Officer shall be responsible for reviewing bids and proposals and determining if any portion of a bid or proposal contains minor irregularities, typographical errors, or ambiguous words, terms and phrases that require clarification prior to the award of a contract. If the Chief Procurement Officer deems material in question to be minor, immaterial, typographical or otherwise not detrimental to the interests of the District or the fairness of the award process he/she shall be authorized to proceed with the selection and award of the procurement without further action.

If the Chief Procurement Officer receives a written request for clarification regarding any portion of a bid, proposal or other submission the Chief Procurement Officer shall give a written determination to any interested party including competing bidders or offerors of his/her determination regarding the materiality of the irregularities, errors or ambiguous language. If the Chief Procurement Officer deems the material in question to be substantial to the determination of responsibility or to be potentially detrimental to the interests of the District or the fairness of the award process the Chief Procurement Officer may elect to deem the bid, proposal or offer non-responsive to the solicitation and shall give written notice to all interested persons or businesses of his/her determination.

20. COST OR PRICING DATA

(a) Required submissions relating to the award of contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed $500,000.00 and is to be awarded by competitive sealed proposals or by sole source procurement. The submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on competitive bid;

(2) The contract price is based on established catalog prices or market prices;

(3) The contract price is set by law or regulations;
(4) The contract is for professional services;

(5) The contract is awarded pursuant to the Public Building Energy Efficiency Act;

(6) The Chief Procurement Officer determines in writing that the requirements of this section may be waived, and the determination states the reasons for such waiver.

(b) Required submissions relating to change orders or contract modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustment to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in cost, plus applicable profits, that are expected to exceed ten percent (10%) of original contract price. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(1) An unrelated and separately priced adjustment for which cost, or pricing data would not be required are consolidated for administrative convenience; or

(2) The Chief Procurement Officer determines in writing that the requirements of this section may be waived, and the determination states the reasons for such waiver.

(c) Certification requirements. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, shall certify that, to the best of his or her knowledge and belief, the cost of pricing data submitted was accurate, complete and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(d) Price adjustment provision required. Any contract award, change order or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the District, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the District and the contractor.

21. COST OR PRICE ANALYSIS.

A cost analysis or price analysis, as appropriate, shall be conducted by the evaluation committee or Project Manager prior to award of the contract when required. A written record of such analysis shall be made part of the contract file.

(a) Cost analysis: includes the appropriate verification of cost or pricing data, and the use of this data, as well as any available historical comparative data, to evaluate:

(1) Specific elements of costs;

(2) The necessity of certain costs;

(3) The reasonableness of amounts estimated for the necessary cost;

(4) The reasonableness of allowances for contingencies;

(5) The basis used for allocation of indirect costs;
(6) The appropriateness of particular indirect costs to the proposed contract; and

(7) The reasonableness of the total cost or price.

(b) **Price analysis:** shall be made upon the following criteria for the same or similar items or services:

1. Price submissions of prospective bidders or offerors in the current procurement;
2. Prior price quotations and contract prices charged by the bidder, offeror or contractor;
3. Prices published in catalogues or price list;
4. Prices available on the open market; or
5. In-house estimates of cost.

**22. BID AND PERFORMANCE BONDS ON GOODS OR SERVICE CONTRACTS.**

Bid performance and payment bonds or other security may be requested for goods and/or service contracts as the Chief Procurement Officer or department manager deems advisable to protect the District’s interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for determination of a bidder's or offeror's responsibility. The District shall not require bid or performance bonds where the cost of said bonds would, in the opinion of the Chief Procurement Officer, drive up the cost of the goods or services to be procured in an amount that exceeds the District's risk from not having a bond. However, all contracts of over $250,000 shall require bonds due to the large amount of District resources involved.

**ARTICLE V.**

**CONTRACTS**

**23. TYPES OF CONTRACTS**

Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the District will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made by the Chief Procurement Officer that such a contract is likely to be less costly to the District than any other type or that it is impracticable to obtain the goods, service or construction item required except under such a contract.

(a) **Multi-term contracts.**

1. Specified period. A contract can be for multiple fiscal periods, as needed. Unless otherwise provided by law, a contract for goods or services may be entered into for any period up to four years, subject to the following provisions:
   
   i. That the term of the contract and conditions of renewal or extension, if any, are included in the solicitation;
   
   ii. Renewals or extensions may be for up to three consecutive one-year periods;
iii. Funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof;

iv. A multi-term contract that exceeds the Executive Director’s purchasing authority as provided in Section 8 of these regulations over the cumulative time period of a multi-year contract shall be brought to the District Board for approval;

v. Construction contracts are exempt from the limit.

(2) Determination prior to use. Prior to the utilization of a multiterm contract, the Chief Procurement Officer shall determine that:

i. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

ii. Such a contract will serve the best interests of the District by encouraging effective competition or otherwise promoting economies in District procurement.

(3) Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the goods or services delivered under the contract. Such cost of cancellation may be paid only from any appropriations available for such purposes.

(b) Multiple source contracting.

(1) Generally. A multiple source award is an award of a contract for one or more similar goods or services to more than one bidder or offeror. The obligation to order the District’s actual requirements is limited by the provision of the Uniform Commercial Code, NMSA 1978, § 55-1-101 et seq.

(2) Limitations on use. A multiple source award may be made when an award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source awards shall be made in accordance with the provisions of Sections 9 through 12, and 13, as applicable. Multiple source awards shall not be made when a single award will meet the District’s needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the bids. Any such awards shall be limited to the least number of suppliers necessary to meet valid requirements.

(3) Contract and solicitation provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract; provided, however, that:

i. The District shall reserve the right to take bids separately if a particular quantity exceeds its normal requirement or an amount specified in the contract; or
ii. The District shall reserve the right to take bids separately if the Chief Procurement Officer approves a finding that the goods or service available under the contract will not meet a special need of the District.

(4) Intent to use. The District shall, in the solicitation document, reserve the right to make such an award.

(5) Determination required. The Chief Procurement Officer shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(c) Price agreements.

(1) Generally. A price agreement is an award of an Indefinite Delivery/Indefinite Quantity contract for one or more similar goods or services to one or more bidder(s) or offeror(s). It is used for anticipated numerous or recurring purchases at a predetermined price or pricing structure over an extended time period. Task orders, once initiated within the contract term, will continue until the completion of the specific task without regard to term of the basic contract unless otherwise stipulated. Since a Price Agreement does not have specific delivery of goods or services required at inception, individual task orders or purchases shall be approved by the appropriate person in accordance with the approval levels in Section 8.

   i. Limitations on Use. A price agreement may be awarded subject to the provisions in Sections 9 through 13 and 20(b).

   ii. Intent to use. The District shall, in the solicitation document, reserve the right to make such an award.

(d) Administrative Grouping of Requirements for Inventory

(1) Generally. Administrative grouping of requirements for inventory recognizes that inventory replenishments or purchases are actually an aggregate of multiple discreet requirements. With this administrative grouping, each purchase order line stands on its own with respect to approval levels in Section 8.

(2) Limitations on use. This method only pertains to items of inventory.

24. CONTRACT CLAUSES AND ADMINISTRATION.

(a) Contract clauses. The District contracts for goods, service or construction shall be in writing and signed by an authorized agent of the District. District contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract and shall be reviewed and approved by legal counsel for the District prior to execution. The District's legal counsel shall have the authority to require such contract provisions as deemed reasonably necessary to protect the interests of the District. When using non-district contracts or forms the legal counsel for the District shall seek to obtain specific contract provisions listed below to the maximum extent practicable but may vary from the strict requirements of this Procurement Policy to the extent permitted by law and when necessary in order to obtain a good or service on a negotiated basis. District Contracts shall generally include the following provisions:
(1) The unilateral right of the District to order, in writing, changes in the work within the scope of the contract;

(2) The unilateral right of the District to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;

(3) Variations occurring between estimated quantities or work in contract and actual quantities;

(4) Defective pricing;

(5) Liquidated damages;

(6) Specified excuses for delay or nonperformance;

(7) Termination of the contract for default;

(8) Termination of the contract in whole or in part for the convenience of the District;

(9) Suspension of work on a construction project ordered by the District;

(10) Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

   i. The contract is negotiated; or

   ii. The contractor provides the site or design; or

   iii. The parties have otherwise agreed with respect to the risk of differing site conditions; or

   iv. Insurance;

(11) federally required contract clauses;

(12) Appropriations clauses;

(13) Such insurance requirements as the executive Director deems reasonably necessary.

(b) Price adjustments. Adjustments in price resulting from the use of contract clauses by Subsection (a) of this section shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustments of profit or fee, all as specified in the contracts or subsequently agreed upon;
(4) In such other manner as the contracting parties may mutually agree upon;

(5) In the absence of agreement by the parties, a unilateral determination by the District of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the District, as accounted for in accordance with generally accepted cost accounting principles and subject to the provisions of Article VII of this Chapter.

(6) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 20.

(c) Standard clauses and their modification. The Chief Procurement Officer, after consultation with the District’s Legal Counsel, may establish standard contract clauses for use in the District contracts. If the Chief Procurement Officer establishes any standard clauses addressing the subjects set forth in Subsection (a) of this section, such clauses may be varied, provided that any variations are supported by a written determination stating the circumstances justifying such variations.

25. COST REIMBURSEMENT PROVISIONS.

Cost reimbursement contracts funded by federal agencies shall satisfy the requirements of 41 CFR 1-15.

26. RIGHT TO INSPECT PLANT.

The District may, at reasonable times, inspect the part of the plant, place of business or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the District.

27. RIGHT TO AUDIT RECORDS.

(a) Audit of cost or pricing data. The District may, at reasonable times and places, with written notice, audit the records of any contractor who has submitted cost or pricing data pursuant to Section 20, to the extent that such records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such records that are pertinent to such cost or pricing data for six years from the date of final payment under the contract.

(b) Contract audit. The District shall be entitled to audit the records of a contractor or a subcontractor at any tier under negotiated contract or subcontract to the extent that such records are pertinent to the performance of such contract or subcontract. Such records shall be maintained by the contractor and subcontractor(s) for a period of six years from the date of final payment under the prime contract.

28. REPORTING OF ANTI-COMPETITIVE PRACTICES.

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the District’s Legal Counsel for forwarding to the state attorney general.

29. DISTRICT PROCUREMENT RECORDS.

(a) Public access to procurement information. Procurement information shall be public record to the extent provided in the Inspection of Public Records Act.
(b) **Contract file.** All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the District in a contract file by the Chief Procurement Officer. The documents attached to this policy are illustrative only and are subject to modification and change at the discretion of the Chief Procurement Officer.

(c) **Retention of procurement records.** All procurement records shall be recorded and maintained in accordance with established District records retention standards. All federal contracts shall be maintained for three years after the closeout date of the contract.

**ARTICLE VI.**

**SPECIFICATIONS**

**30. MAXIMUM PRACTICABLE COMPETITION.**

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the District’s needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to, those prepared for the District by architects, engineers, designers and draftsmen.

**31. QUALIFIED PRODUCTS LIST.**

The Chief Procurement Officer may develop a qualified products list, in accordance with Article V of this Chapter. Should any product be available only from a sole source, the using department and purchasing office must review specifications at least annually and make a written determination as to the sole source status. The qualified products list status shall in no way be used to limit competition.

**32. BRAND NAME OR EQUAL SPECIFICATIONS.**

(a) **Use.** Brand name or equal specifications may be used when the Chief Procurement Officer determines in writing that:

1. No other design or performance specification or qualified products list is available;
2. Time does not permit the preparation of another form or purchase description not including a brand name specification;
3. The nature of the product or the nature of the District’s requirements makes use of a brand name or equal specification suitable for the procurement; or
4. Use of a brand name or equal specifications is in the District’s best interests.

(b) **Designation of several brand names.** Brand name or equal specifications shall seek to designate brands as are practicable as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(c) **Required characteristics.** Unless the Chief Procurement Officer determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specification shall include a description of the particular design, functional or performance characteristics which are required.
(d) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard quality, performance and characteristics desired and is not intended to limit or restrict competition.

(c) Exemption. Small purchases described in Section 13 are exempt from this provision.

33. BRAND NAME SPECIFICATION.

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when justified, a written determination and explaining why only the identified brand name item will satisfy the District’s needs must be made and documented by the Chief Procurement Officer.

(b) Competition. The Chief Procurement Officer shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 14.

(c) Exemption. Small purchases described in Section 13 are exempt from this provision.

34. ITEM LIFE-CYCLE SPECIFICATIONS.

The District may use item life-cycle specifications in evaluating bids if such method is required in the IFB. Life-cycle specifications shall use criteria to take into consideration the initial purchase price, life, output, maintenance or consumption, disposal value, complexity of operation, required training and other factors contributing to the overall cost of an item.

35. TOTAL COST SPECIFICATIONS.

The District may use total cost specifications in evaluating bids if such method is required in the IFB. Total cost specifications criteria is the life-cycle specifications, except the disposal value has been predetermined and is included in the contract as an option. This option is to trade in at this predetermined fixed price or sell at the District’s option.

36. REQUEST FOR INFORMATION.

In the event a department develops a need for goods, service or construction with a complex set of specifications or scope of work a Request for Information (RFI) might be issued. A RFI is used to collect additional information about features and specifications of a product or service. The RFI process adds time to the overall solicitation but can be valuable in situations where:

(a) Additional information about a product or service is necessary before a scope of work can be developed for a project; or

(b) Potential suppliers for the goods or services need to be identified.

The process to issue a Request for information is as follows:

(a) The decision to use the RFI process is made by the Chief Procurement Officer through discussions with the requesting department. Since the RFI process does not conclude with a contract award, suppliers are not asked to provide pricing and delivery information.
(b) The Chief Procurement Officer and the department develop a general description of the product or service that is required.

(c) Suppliers are asked to submit full descriptions and specifications of the goods or services they provide.

(d) The RFI is posted for a minimum of two (2) weeks in the District’s website.

(e) The department and Chief Procurement Officer review supplier submissions. RFIs are not scored and evaluation team members are not required to sign Non-Disclosure/Conflict of Interest statements.

(f) Once the submissions are reviewed the Chief Financial Officer and requesting department use the information to develop a scope of work for the subsequent solicitation.

(g) When the RFI process is concluded, the District may or may not issue a solicitation.

**ARTICLE VII.**

**PROCUREMENT OF CONSTRUCTION MANAGEMENT AND CONSTRUCTION SERVICES**

37. **SELECTION OF CONSTRUCTION MANAGEMENT.**

The Project Manager shall have discretion to:

(a) Select the appropriate method of construction management for a particular project. In determining which method to use, the Project Manager shall consider the District’s requirements, its resources, and the potential contractor's capabilities;

(b) Select which method of solicitation for construction management applies for a particular project, either as a single-step or multi-step RFP as in Section 11, or as an RFQ in Section 12.

38. **BID SECURITY.**

(a) **Requirement.** Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the using agency to exceed $250,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. Such bonds on construction contracts under $250,000.00 may be required by the Chief Procurement Officer when the circumstances warrant.

(b) **Amount.** Bid security shall be in an amount equal to at least five percent (5%) of the total amount of the bid including all options.

(c) **Rejection of bids for noncompliance with bid security requirements.** When the IFB requires security, noncompliance requires that the bid be rejected unless it is determined the bid fails to comply only in a non-substantial manner with the security requirements.
(d) *Withdrawal of bids.* If a bidder is permitted to withdraw its bid before award as provided in Article III Section 9 (g) no action shall be taken against the bidder or the bid security.

### 39. CONTRACT PERFORMANCE AND PAYMENT BONDS.

(a) *When required; amounts.* When a construction contract is awarded in excess of $250,000.00, the following bonds or security shall be delivered to the District and shall become binding on the parties upon the execution of the contract:

(1) A performance bond satisfactory to the District, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the District, in an amount equal to one hundred percent (100%) of the price specified in the contract; and

(2) A payment bond satisfactory to the District, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the District, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

(b) *Authority to require additional bonds.* The District retains the authority to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (a) of this section.

(c) *Suits on payment bonds; right to institute.* Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors, whether in an expressed or implied contract, for the work provided in the contract, for which a payment bond is furnished under this section, and who has not been paid in full within 90 days from the date on which that person last performed the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted upon giving written notice to the contractor within 90 days from the date on which that person last performed the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

(d) *Suits on payment bonds; where and when brought.* Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction within the District’s boundaries.

### 40. COPIES OF BONDS FORMS.

Any person may request and obtain from the District a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution and delivery of the original.

### 41. ARCHITECT-ENGINEER AND LAND SURVEYING SERVICES.

(a) *Source selection.* The Chief Procurement Officer shall publicly issue either a multi-step RFP as in Section 10(b) or an RFQ as in Section 11 of Article III for the procurement of architect-engineer and land surveying services.
(b) Selection process. An evaluation committee will be appointed by the Executive Director or his
designee for general District departments, requiring architect-engineer or land survey services. The
committee shall select, ranked in the order of their qualifications, those firms submitting SOQs deemed
to be the most highly qualified to perform the required services, after considering the following
criteria:

1. Specialized design and technical competence of the business regarding the type of services
required;

2. Capacity and capability of the person, including any consultants, their representatives, qualifications,
and locations, to perform the work, including any specialized services, within the time
limitations;

3. Past record of performance on contract with government agencies or private industry with
respect to such factors as control of costs, quality of work and ability to meet schedules;

4. Proximity to or familiarity with the area in which the project is located; and

5. Price may be considered in connection with construction management contracts.

(c) Negotiation. The Chief Procurement Officer or designee shall negotiate a contract with the
firm considered to be the most qualified for architect-engineer or land surveying services at
compensation which the Chief Procurement Officer or designee determines in writing to be fair
and reasonable to the District. In making this decision, the Chief Procurement Officer or
designee shall consider the estimated value, the scope, the complexity and the professional
nature of the services to be rendered. Should the Chief Procurement Officer or designee be
unable to negotiate a contract at a fair and reasonable price with the selected firm, the
selection committee shall select additional firms in order of their competence and qualifications, and the Chief Procurement Officer or designee shall continue negotiations with
the additional firms in the order of their competence and qualifications in accordance with
this section until an agreement is reached.

42. CONSTRUCTION PROJECTS.

(a) A company selected to perform architect-engineer or land surveying services according to Section
41(b) shall not be eligible for consideration for construction projects that result from the person’s
design or engineering services obtained separately from construction services.

(b) The successful person is not precluded from providing project management or construction management
services for the design or engineering services which it has provided.

43. DESIGN-BUILD PROJECTS.

(a) A design-build project delivery system may be authorized when the Chief Procurement Officer
decides and documents what ‘s appropriate, and in the best interest of the District, to use the system
on a specific project. The project may be construed to mean the initial desired outcome including any
specific site for construction or alternate site that may be identified after a contract has been awarded.
The determination shall be issued only after the Chief Procurement Officer has taken into
consideration the following criteria, which shall be used as the minimum basis in determining when to
use the design-build process:
(1) The extent to which the project requirements and possible options have been, or can be, adequately defined;

(2) Time constraints for delivery of the project;

(3) The capability and experience of potential teams with the design-build process;

(4) The suitability of the project for use of the design-build process as concerns special expertise, time, schedule, costs and/or quality; and

(5) The capability of the District to manage the project, including experienced personnel or outside consultants, and to oversee the project with persons who are familiar with the design-build process.

(b) When a determination has been made by the Chief Procurement Officer that it is appropriate to use a design-build project delivery system, the design-build team shall include, as needed, a state licensed engineer or architect, and a contractor properly licensed in New Mexico for the type of work required.

(c) For each proposed design-build project, a two-phase procedure for awarding design-build contracts shall be adopted and shall include at a minimum the following:

(1) During phase one, an RFQ shall be prepared for an engineer or architect teamed with a New Mexico licensed contractor in accordance with Section 41, the RFQ shall include minimum qualifications, a scope of work statement and schedule, documents defining the project requirements, and a description of the phase two requirements and subsequent management needed to bring the project to completion. The qualifications of responding persons shall be evaluated and a maximum of five firms shall be short listed in accordance with technical and qualifications-based criteria;

(2) During phase two, the short-listed persons shall be invited to submit proposals which include a “rough order of magnitude estimate”, concepts or solutions, and scheduling. Unsuccessful short-listed persons may be paid a stipend as described in a particular RFP. After evaluations of these submissions, selection may be made, and a contract awarded to the highest ranked team for the design and construction of the project upon the site identified in the solicitation or such other site as may be identified by District after award of the contract; and

(3) The requesting department will establish design-build specifications and requirements for each project that will strive for the delivery of a quality project on time and within budget.

ARTICLE VIII.

SUSPENSION OR DEBARMENT

44. AUTHORITY TO SUSPEND OR DEBAR.

(a) Suspension. After consultation with the District’s Legal Counsel, the Chief Procurement Officer is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months.

(b) Debarment. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Chief Procurement Officer, after consulting with the District’s Legal Counsel, and
notice to the Executive Director, is authorized to debar for cause a person from consideration for
award of contracts. The debarment shall be for a period of not more than three years. The causes for
debarment include the following:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain
a public or private contract or subcontract, or the performance or such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification
or destruction of records, receiving stolen property or any other offense indicating a lack of
business integrity or business honesty which currently, seriously and directly affects responsibility
as a District contractor;

(3) Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;

(4) Violation of contract provisions within the past three years, as set forth below, of a character
which is regarded by the Chief Procurement Officer to be so serious as to justify debarment
action.
   i. Deliberate failure without good cause to perform in accordance with
      the specifications or within the time limit provided in the contract; or
   ii. A recent record of preventable failure to perform or of unsatisfactory performance
      in accordance with the terms of one or more contracts.

(5) Any other cause the Chief Procurement Officer determines to be so serious and compelling as to
affect responsibility as a District contractor, including debarment by another
governmental entity for any cause listed in this Article;

(6) For violation of the ethical standards set forth in Article IX of this Chapter; and

(7) Failure to disclose any of the causes listed above in a solicitation.

45. DECISION TO SUSPEND OR DEBAR.

The Chief Procurement Officer shall issue a written decision to suspend or debar. The decision shall state the
reasons for the action taken and inform the suspended or debarred person involved of his/her rights concerning
judicial or administrative review.

46. NOTICE OF DECISION.

A copy of the decision required by Section 45 shall be mailed, postage pre-paid certified mail return receipt
requested or otherwise furnished immediately to the suspended or debarred person.

47. FINALITY OF DECISION.

A decision under Section 44 shall be final and conclusive unless the suspended or debarred person within 15
calendar days after receipt of decision takes an appeal to the District Board.

48. APPEAL.

Any appeal to the District Board of an adverse decision shall be made by filing a notice of appeal with the
Executive Director’s office within 15 calendar days after the decision has been delivered to the aggrieved
person. The proceeding before the District Board shall be de novo. The decision by the District Board under this subsection shall be final. The District Board’s decision may be appealed pursuant to Section 39-3.1.1 and NMRA 1-074 to a court of competent jurisdiction within the District’s boundaries.

ARTICLE IX.

PROTESTS, APPEALS AND REMEDIES

49. AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS.

All bid protests and appeals shall be performed in accordance with the New Mexico State Procurement Code. Pursuant to NMSA 1978, Section 73-25-5 (G) the District has limited authority to adopt procurement policies regarding "auditing allowing or rejecting" claims and demands in the context of procurement disputes. Therefore, the following policies are adopted pursuant to, and to the extent consistent with state laws on the topic. The Chief Procurement Officer is responsible to address, process, and exercise the following:

(a) Protests of bid or RFP specifications or scope of work. Any vendor who is aggrieved in connection with the specifications or scope of work in a solicitation may protest to the Chief Procurement Officer. The protest shall be submitted in writing no later than 7 calendar days prior to the deadline for receipt of the bid or proposal. No protest bond will apply to such protest. The Chief Procurement Officer shall issue a determination in writing within 2 work days of receipt of such protest, and either proceed with the solicitation, modify it, or cancel it.

(b) Right to protest; protest bond. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer. The protest shall contain all the requirements and must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. The amount of the bond shall not exceed the estimated cost to the District of processing and defending a protest. Only one protest per person per solicitation is permitted.

(c) Authority to resolve protests. The Chief Procurement Officer shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

(d) Decision. If the protest is not resolved by mutual agreement, the Chief Procurement Officer shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the District Board. A copy of the decision of the Chief Procurement Officer shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.

(e) Appeal. Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Director’s office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

(f) Decisions final. A decision of the District Board under this section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.
(g) *Stay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Chief Procurement Officer shall not proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.

(h) *Entitlement to costs.*

(1) When a protest is sustained, and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.

(2) Should the protest be denied, the District shall be entitled to recover reasonable costs for processing and adjudicating the protest, and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

50. **CONTRACT CLAIMS.**

Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. Within 15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim the following procedure shall apply:

(a) *Notice of claim to the Chief Procurement Officer.* All claims by a contractor against the District relating to a contract except bid protests shall be submitted in writing to the Chief Procurement Officer for decision. The contractor may request a conference with the Chief Procurement Officer on the claim.

(b) *Notice to the contractor of the Chief Procurement Officer's decision.* The decision of the Chief Procurement Officer shall be issued in writing within 15 calendar days of claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state reasons for the decision reached and shall inform the contractor of its appeal rights under subsection (d) of this section.

(c) *Failure to render timely decision.* If the Chief Procurement Officer does not issue a written decision regarding any contract controversy within 15 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(d) *Appeal.* Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the District Board shall be de novo.

(e) *Decisions by Board final; exception.* A decision of the District Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

51. **REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.**

(a) *Prior to bid opening or closing date for receipt of proposals.* If, prior to the bid opening or the closing date for receipt of proposals, the Chief Procurement Officer, after consultation with the District Attorney, determines that a solicitation is in violation of applicable law or regulation then the
solicitation shall be canceled by the Chief Procurement Officer or revised to comply with applicable law.

(b) Prior to award. If, after bid opening or the closing date for receipt of proposals, the Chief Procurement Officer, after consultation with the District Legal Counsel, determines that a solicitation or a proposed award of a contract is in violation of applicable law then the solicitation or proposed award shall be canceled by the Chief Procurement Officer.

(c) After award. If, after an award, the Chief Procurement Officer, after consultation with the District Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then if neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

1. The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under $100,000.00, provided that it is determined that doing so is in the best interests of the District; or

2. The contract may be cancelled and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void by the Chief Procurement Officer, if such action is in the best interests of the District.

52. PROCUREMENT VIOLATIONS.

Unauthorized Purchases. Any Purchase which is not legally and appropriately approved within the budget or by other action by the District, or which does not substantially comply with the provisions of this policy shall be considered an unauthorized purchase, and thereby not subject to payment by the District. The District hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment and may be subject to disciplinary action up to and including dismissal. All authorized purchases shall be legally budgeted or approved within an appropriate fund or agency account, or within an appropriate line item as approved by the Executive Director. All questionable purchases shall be submitted to the Executive Director for review and a determination shall be made by the Executive Director regarding the purchase being an authorized or unauthorized purchase under the provisions of this policy.

ARTICLE X.

ETHICS IN PUBLIC CONTRACTING

53. EMPLOYEE CONFLICT OF INTEREST.

(a) Unless waived under Section 57, it shall be unethical and unlawful for any District employee to participate directly or indirectly in any procurement when the District employee knows that:

(1) The District employee or any member of the District employee's immediate family has a financial interest pertaining to the procurement; or
(2) Any other person with whom the District employee or any member of a District employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

(b) A District employee or any member of a District employee’s immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial trust.

54. GRATUITIES OR KICKBACKS.

(a) Generally. It shall be unlawful for any person to offer, give or agree to give any District employee or former District employee, or for any District employee or former District employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with:

(1) any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition;

(2) influencing or developing the content or any specifications or procurement standard, except as a result of a published Request for Information;

(3) assisting in rendering of advice, investigation, auditing or in any other advisory capacity in proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof; or

(4) accepting any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(b) Contract and solicitation clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation.

55. PROHIBITION AGAINST CONTINGENT FEES.

It shall be unethical and unlawful for a person to be retained, or to retain a person, to solicit or secure a District contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

56. CONTEMPORANEOUS EMPLOYMENT.

It shall be unethical and unlawful for any District employee who is participating directly or indirectly in the procurement process to become or to be, while a District employee, the employee of any person contracting with the governmental body by which the employee is employed.

57. WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST.
The District Board may grant a waiver from the employee conflict of interest provision (Section 53) or the contemporaneous employment provision (Section 56) upon making a written determination that:

(a) The contemporaneous employment or financial interest of the District employee has been publicly disclosed prior to solicitation;

(b) The District employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and

(c) The award will be in the best interests of the District.

58. USE OF CONFIDENTIAL INFORMATION.

It shall be unethical and unlawful for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

59. SANCTIONS.

In addition to any civil or criminal penalties or fines imposed by federal or state law, the following shall apply:

(a) Employees. The Executive Director may impose any one or more of the following sanctions on a District employee for violation of the ethical standards set forth in this division:

(1) Oral or written warning or reprimands;

(2) with or without pay for specified periods of time; or

(3) Termination of employment.

(b) Other Persons. The Chief Procurement Officer may impose any one or more of the following sanctions on a person for violations of the ethical standards:

(1) Written warnings or reprimands;

(2) Termination of contracts; or

(3) Suspension or debarment as provided in Section 45.

60. RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN VIOLATION OF THE CODE.

(a) Generally. The District may use any and all legal and equitable remedies to recover the value of anything transferred or received in breach of the ethical standards of this Policy by a District employee or other person.

(b) Recovery of kickbacks by the District. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount was included in the price of the subcontract or order and ultimately borne by the District and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such
kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE XI.

FEDERALLY FUNDED PROCUREMENT REQUIREMENTS

61. FEDERAL TRANSIT ADMINISTRATION BEST PRACTICES.

FTA Best Practices Procurement & Lessons Learned Manual was updated in October of 2016 as FTA Circular 44201 F which can be found at:


With regards to the following types of purchases using federal money the District shall endeavor to engage in best practices using the most current guidance of the Federal Transit Administration.

(a) Micro-Purchases;
(b) Small Purchases;
(c) Large Purchases;
(d) Sole Source Purchases; and
(e) Single-Bid Purchases.

The FTA compliant best practices do not apply to:

(a) Employment Contracts;
(b) Real Estate Contracts; and
(c) Intergovernmental Agreements.

62. RELATIONSHIP TO FTA MASTER AGREEMENT.

These polices have been prepared in accordance with the Federal Transit Administration’s (FTA) procurement policies. Please reference the FTA’s Master Agreement for changes, assistance, and clarification. The Master Agreement contains standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported through a loan, loan guarantee, or line of credit provided by FTA. Also, please refer to The FTA's Best Practices Procurement Manual for procurement assistance, contract clauses and provisions.

63. ENSURING MOST EFFICIENT AND ECONOMIC PURCHASE.
Departments, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the Chief Procurement Officer annually.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The District considers various procurement sources to ensure economical purchases including, but not limited to GSA, State of New Mexico, and municipal cooperatives.

**64. COST & PRICE ANALYSIS.**

Departments must make independent estimates before receiving bids or proposals in connection with every procurement action, including contract modifications. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). The following are examples of instances when cost or price analysis must be conducted:

(a) A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.

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

(c) A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

(d) Departments will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed.

To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

A “Price and Cost Analysis Form” must be submitted to the Chief Procurement Officer prior to issuing any solicitation. See Exhibit G.

**65. FEDERAL COST PRINCIPLES.**

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles. The Chief Procurement Officer may reference their own cost principles that comply with applicable Federal cost principles.

**66. FULL AND OPEN COMPETITION.**
The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost. In other words, to get the best buy. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

Departments must conduct all procurement in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented on the Noncompetitive Procurement Justification Form (Exhibit F). Also see Sole Source Contracting Section.

67. RESTRICTIVE COMPETITION.

Contracts with a value of more than $100,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception. Departments must refrain from the following practices, which are deemed restrictive of competition:

- (a) Unreasonable requirements placed on firms in order for them to qualify to do business;
- (b) Unnecessary experience and excessive bonding requirements;
- (c) Noncompetitive pricing practices between firms or between affiliated companies;
- (d) Noncompetitive awards to any person or firm on retainer contracts;
- (e) Organizational conflicts of interest;
- (f) Restrictive use of brand names;
- (g) Any arbitrary action in the procurement process; and
- (h) Geographic preferences.

68. PRE-QUALIFICATION OF BIDDERS.

The procuring department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the District shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

69. GEOGRAPHIC PREFERENCES.

Departments shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
ARTICLE XII.

FEDERALLY FUNDED PROCUREMENT- METHODS

70. WRITTEN RECORD OF PROCUREMENT HISTORY.

The District’s Chief Procurement Officer shall maintain records detailing the history of each FTA associated procurement. These records shall be placed in the master file and include:

(a) The rationale for the method of procurement (See Exhibit C - Decision Matrix);

(b) Selection of contract type;

(c) Reasons for contractor selection or rejection; and

(d) The basis for the contract price.

71. PROCUREMENT DOCUMENTATION FILES.

Where appropriate, the file contains:

(a) Purchase request, acquisition planning information, and other pre-solicitation documents;

(b) Evidence of availability of funds;

(c) Rationale for the method of procurement (negotiations, formal advertising);

(d) List of sources solicited;

(e) Independent cost estimate;

(f) Description of work/scope of services;

(g) Copies of published notices of proposed contract action;

(h) Copy of the solicitation, all addenda, and all amendments;

(i) Liquidated damages determination;

(j) An abstract of each offer or quote;

(k) Contractor's contingent fee representation and other certifications and representations;

(l) Source selection documentation if applicable;

(m) Contracting Officer's determination of contractor responsiveness and responsibility;
(n) Cost or pricing data;

(o) Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award;

(p) Purchase Requisition indicating availability of funding;

(q) Notice of award;

(r) Notice to unsuccessful bidders or offerors and record of any debriefing;

(s) Record of any protest;

(t) Bid, Performance, Payment, or other bond documents, and notices to sureties;

(u) Required insurance documents; and

(v) Notice to proceed

72. METHODS OF SOLICITATION AND SELECTION.

The methods of solicitation and selection allowed within the Federal contractual sphere are listed in FTA Circular 44201 F (2016) which can be found at:


The Chief Procurement Officer on behalf of the District may choose:

(a) Micro purchases only for contract amounts less than $1,000; or

(b) Small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently $10,000); or

(c) Best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the District’s procurement; or

(d) Brand Name or Equals; or

(e) Non-competitive Proposals (Sole Source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.; or

(f) Sealed Bids where:

(1) You have a complete, adequate, and realistic specification or purchase description;

(2) Two or more responsible bidders are willing and able to compete;
(3) The procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price;

(4) No discussion with bidders is needed after receipt of offers;

(g) Competitive procurement that include proposals such as RFP or RFQ.

See Section Best Practices Procurement Manual § 1.3.2, "Federal Contractual Sphere."

FTA Circular 4220.1E §9, 49 CFR Geographic preference is permitted in certain narrow situations, including principally where part of a legal licensing requirement and for architects and engineers; FTA Circular 4220.1E, §8.b.

While the IFB requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals."

Departments must submit the attached Method of Procurement Decision Matrix Form to the Chief Procurement Officer to begin new procurement actions. The Decision Matrix will be placed in the master file. (Exhibit C)

73. MICRO-PURCHASES.

Procurement by micro-purchases are those purchases under $10,000.00. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over $2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the Chief Procurement Officer prior to the issuance of an award. This determination shall be placed in the master file. Please use the Price and Cost Analysis Form (Exhibit G).

74. SMALL PURCHASES.

For federal purchase Small purchase procedures (AKA Simplified Acquisition Threshold) are to may be used if the services, supplies, or other property cost less than $250,000.00 between $1,000 and $10,000. If small purchases procedures are used, price or rate quotations shall be obtained from at least three qualified sources and submitted to the Chief Procurement Officer prior to the issuance of an award. These price or rate quotations shall be placed in the master file. Please use the Price / Rate Quotation Form (Exhibit M).

75. BEST VALUE.

Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and /or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the District.

76. BRAND NAME OR EQUAL.
Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used.

Departments shall use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

77. NON-COMPETITIVE PROPOSALS (SOLE-SOURCE).

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or when competition is determined inadequate or unfeasible. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement and it must comply with the requirements of the following subparagraph.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and AT LEAST ONE of the following circumstances applies:

(a) The item is available only from a single source;

(b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(c) FTA authorizes noncompetitive negotiations;

(d) After solicitation of a number of sources, competition determined inadequate; or

(e) The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced.

The grantee must first certify in writing to FTA that such manufacturer or supplier is the only source for such item and that the price of such item is not higher than the price paid for such item by like customers. Additionally, a cost analysis evaluating the specific elements of costs and profit is required.

78. SEALED/INVITATION FOR BID (IFB)

Competitive proposals and sealed bid transactions will be conducted in a manner to provide maximum open and free competition consistent with FTA Circular 4220.1F "Third Party Contracting Guidance," and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments," Located at:

http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr18_00.html
Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

Note: Sealed bids are evaluated by the procuring department for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. The procuring department transmits an award recommendation to the Purchasing Department, which conditionally awards a contract.

The following conditions should be present for a sealed bid to be acceptable:

(a) A complete, adequate, and realistic specification or purchase description is available;

(b) Two or more responsible bidders are willing and able to compete effectively for the business;

(c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and

(d) No discussion with bidders is needed.

If this procurement method is used, the following requirements apply:

(a) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;

(b) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in for the bidder to properly respond;

(c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(d) The Bid Summary Sheet, Bid Checklist, and Bid Cost Factors Forms (Exhibits K, D & E) will be completed by the procuring department and forwarded to the Purchasing Department for review to be placed in the master file;

(e) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;

(f) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

The Chief Procurement Officer may reject any or all bids, or the procuring department requesting the procurement action, if there is a sound documented business reason. The Chief Procurement Officer or procuring department rejecting lower bids than the bid being accepted for award must provide a detailed written Determination of Findings outlining the reasons for rejection to the Purchasing Department for inclusion in the master file.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the Procuring Agency as defined in Section 75. If the grantee elects to use the best value selection method
as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a “best value” basis.

79. COMPETITIVE PROPOSAL/REQUEST FOR PROPOSALS (RFP).

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc., are necessary for evaluation). If this procurement method is used the following requirements apply:

(a) Requests for proposals will be publicized;

(b) All evaluation factors will be identified and included along with their relative importance in the RFP. If scores are based on a uniform scale (i.e. 1-10, or 1-100), it is best to define in advance levels of compliance, skills, or proximity to the ideal that each step of the scale represents. (i.e. a bachelor’s degree is worth 25 points, a master’s degree is worth 50 points, and a doctorate is worth 100 points);

(c) Proposals will be solicited from an adequate number of qualified sources;

(d) Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Chief Procurement Officer for approval and inclusion in the master file;

(e) Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Other factors may include labor rates, specifications, labor hours, and delivery schedule. Documentation of the award justification should clearly identify key determination factors. Please use the Award Justification Form. (Exhibit L)

80. ARCHITECTURAL AND ENGINEERING SERVICES (A&E).

The District shall use competitive proposal procedures based on the Brooks Act, paragraph 9-5e, when contracting for A&E services as defined in 40 U.S.C. §541 and 40 U.S.C. §5325(d). The Brooks Act applies to the selection of firms/individuals to perform architectural, engineering, and related services such as program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer. Qualifications-based competitive proposal procedures require that:

(a) An offeror's qualifications are evaluated;

(b) Price is NOT an evaluation factor;

(c) Negotiations be conducted with only the most qualified offeror; and

(d) If an agreement on price fails, negotiations with the next most qualified offeror can be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.
This qualifications-based procurement method can only be used for the procurement of A&E services and cannot be used to obtain other types of services even if such services are offered through an A&E firm.

81. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.

When requesting services for transportation system architecture, the District must ensure all offerors/bidders agree to conform, to the extent applicable, to the Intelligent Transportation System Architecture and Standards under the FHWA final rule, and with FTA Notice, "FTA National (ITS) Architecture Policy on Transit Projects and other subsequent Federal directives that may be issued.

82. THE TRADITIONAL CONSTRUCTION PROCESS- DESIGN/BID/BUILDING.

It has been traditional in the construction industry to employ an architect/engineer (A&E) to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as sequential design and construction. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A&E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.

Advantages - A major advantage of the sequential design and construction approach is that complex or one-of-a-kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

Disadvantages - Sequential design and construction requires a longer time to complete the project than phased design and construction ("fast tracking"). And since time pressures are often the most intense issues confronting the Agency, the sequential method may not be feasible. Alternative contracting approaches have arisen to shorten the project completion time. These include phased design and construction ("fast tracking"), which often involves the use of a construction manager, and turnkey (design-build) contracting.

The Noncompetitive Procurement Justification Form and the Sole Source Cost Analysis Form (Exhibit J) must be completed submitted to the Chief Procurement Officer prior to proceeding with this type of procurement.

83. COST PLUS PERCENTAGE OF COST PROHIBITED. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

84. ADVERTISING AND PUBLICIZING SOLICITATION.

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation’s due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.
IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance. The Chief Procurement Officer shall place copies of all advertising and publicized solicitation material in the related master file.

85. PRE-BID AND PRE-PROPOSAL CONFERENCES.

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

ARTICLE XIII.

FEDERALLY FUNDED PROCUREMENT- SELECTION

86. WRITTEN SELECTION PROCEDURES.

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

(2) Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

87. CONFLICTS OF INTEREST.

Employees, officers, board members, or agents of the District are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists. (See Exhibit H – Disclosure Statement)

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work”

88. AWARDS TO RESPONSIBLE CONTRACTORS.
The District shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The debarred and suspended list will also be checked.

Departments must submit the attached Responsibility Determination Form to the Chief Procurement Officer prior to the issuance of an award. (Exhibit B)

89. EVALUATION OF BID ALTERNATES.

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Department prior to proceeding with the procurement.

90. EXERCISE OF BID ALTERNATES.

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have determined that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Department.

91. BONDING REQUIREMENTS.

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.

(a) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;

(b) A performance bond on the part of the contractor for hundred (100) percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and

(c) A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:

(1) Fifty (50) percent of the contract price if the contract price is not more than $1 million;

(2) Forty (40) percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) Two and a half million dollars ($2.5 million) if the contract price is more than $5 million.
A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with the criteria.

92. PROTEST PROCEDURES.

(a) The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.

(b) The term “contractor” means any person, firm, or corporation, which has contracted or seeks to contract (bidder or proposer) with the District.

(c) The term “hearing officer” shall mean a person, appointed by the Executive Director, to hear and decide allegations made by any contractor relating to procurements hereunder.

93. HEARING PROCEDURE.

(a) Any contractor may file a written protest of the procurement procedures involved herein, with the District’s Chief Procurement Officer, within ten (10) days of the date of the District’s Decision regarding a selection of a contractor with respect to a Bid/RFP/RFQ.

(b) A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.

(c) Where applicable, review of protests by FTA will be limited to the District’s failure to have or follow its procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

ARTICLE XIV.

FEDERALLY FUNDED PROCUREMENT- CONTRACTS

94. TYPES OF CONTRACTS.

General- All FTA related procurements must use the Contract/Purchase Order File Index Forms as provided in the appendix. These checklists will be used by the Chief Procurement Officer to ensure contract clauses and federal flow down language are included in each contract as required.

Fixed Price v. Cost Reimbursement- Procurement by the Sealed Bid/Invitation for Bids (IFB) method when certain conditions are present. Among those listed is the condition that:

(a) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
(b) Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.

(c) Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.

(d) Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

There are two broad categories of contract types: fixed-price contracts and cost-reimbursement contracts. Within these two families of contract types there are a number of subtypes offering differing degrees of incentives. At the extremes are the firm-fixed-price contract, in which the contractor has complete responsibility for the costs of performance and the resulting profit or loss, and the cost-plus-fixed-fee contract, in which the contractor has virtually no risk for performance costs and the fee (profit) is fixed. Between these two extremes are the various incentive-type contracts where the degree of cost risk and profit incentive can be tailored to meet almost any specific program situation.

**Fixed-price contracts**- These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

**Cost-reimbursement contracts**- These contracts are one in which the District does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The District/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contracts are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract. Cost-type contracts are ideally suited to complex requirements because the parties can devote their attention to accomplishing the work rather than on the claims process, which will be significant on larger, complex projects.

**Time and Materials Contracts**- Departments will use time and materials contracts only:

(a) After a determination that no other type of contract is suitable;

(b) The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk; and

(c) The Method of Procurement Decision Matrix Form (Exhibit C) must be submitted to the Chief Procurement Officer and included with the file for this type of contract.

**Labor / Hour Contracts**- Labor / hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. You should use this type of contract only when no other would be suitable, and you need to document your determination if you choose to use this type of contract.

**Cost Plus Percentage of Cost Contracts (CPPC)**- The FTA Circular 4420.1E clearly prohibits the use of this contracting method.
Out of Scope Changes- An “out of scope change” is a contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement. Please use the sole source policies for this type of action. FTA Circular 4220.1E, paragraph 9(f).

Contract Term Limitation- The District shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change, will require a sole source justification.

Revenue Contract- Revenue contracts are those third-party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the District.

Tag on- The use of tag-on, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals, is prohibited and applies to the original buyer as well as to others. In scope “tag-on” changes are not considered tag-on.

Piggybacking- Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assign ability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the District and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

E-Commerce - Ecommerce is an allowable means to conduct procurements, when utilized full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A written procedure documentation must be required when using of E-Commerce, please call the Chief Procurement Officer prior to use of this alternative.

95. CONTRACT ADMINISTRATION FILE.

To ensure a sound and complete agreement, the Chief Procurement Officer will ensure the Contract/Purchase Order File Index is accurate, complete, and included in the master file (Exhibit A). Where appropriate, the file contains:

(a) Purchasing Department Tracking Sheet;
(b) Executed contract and notice of award;
(c) Bond-related documents;
(d) Insurance documentation;
(e) Post-award correspondence;

(f) Notice to proceed;

(g) Approvals or disapprovals of waivers and deviations;

(h) Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.

96. NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS.

If the District contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as:

(a) Equal employment opportunity;

(b) Fair labor standards;

(c) Energy conservation;

(d) Environmental protection; or

(e) Other similar socioeconomic programs.

The Chief Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

97. CONTRACT PROVISIONS.

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold)

(b) Termination for cause and for convenience by the District or subgrantee including the manner by which it will be executed and the basis for settlement. (All contracts in excess of $10,000)

Liquidated Damages Provisions- The District may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the District must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.
Architectural and Engineering Services Conflicts of Interest - The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

98. PATENTS IN CONTRACTS.

If a District contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(a) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(b) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

99. COPYRIGHTS AND RIGHTS IN DATA ADDRESSED IN CONTRACTS.

If a District contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

100. BUY AMERICAN PRODUCTS CLAUSE.

If a District contract is being funded in whole or in part by assistance from a federal agency, the District shall adhere to the appropriate buy American requirements of the federal agency providing the assistance. Additionally, as a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than $100,000 the bidder must submit with the bid or offer, a completed “Buy America Certificate” in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment).

Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the District shall review the circumstances and determine if it should request a waiver form the FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that it is in the public’s best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products.

For additional information on requirements, please refer to FTA’s Buy America web page:


Certifications in compliance with Part 661.6 and 661.12 are provided in Exhibit N.

101. ENERGY CONSERVATION CLAUSE.
If a District contract is funded in whole or in part from a federal agency, the District's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

102. SMALL, WOMEN-OWNED, AND MINORITY BUSINESS ENTERPRISES CLAUSE.

If a District’s contract is being funded in whole or in part by assistance from a federal agency, the Chief Procurement Officer shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items. This requirement includes pass-through contracts to subcontractors; meaning a contractor awarded a federally funded contract shall take the affirmative steps in awarding its subcontracts. Examples of affirmative steps to be taken shall include the following:

(a) Including qualified small, women-owned, and minority businesses on solicitation lists;

(b) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(c) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(e) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

103. LABOR SURPLUS AREA BUSINESS CLAUSE.

If a District contract is being funded in whole or in part by assistance from a federal agency, the Chief Procurement Officer is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

104. FLOW DOWN OF FTA CLAUSES.

Please see the attached FTA Contract Clauses as a guide to ensure the proper clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders. (See Exhibit I)

105. PAYMENTS.

Advance Payments- FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Progress Payments- Grantees may use progress payments provided the following requirements are followed:

(a) Progress payments are only made to the contractor for costs incurred in the performance of the contract; and
(b) The grantee must obtain adequate security for progress payments adequate security may include taking title, letter of credit or equivalent means to protect the grantee’s interest in the progress payment.

106. LOBBYING.

Contractors who apply or bid for an award of $100,000.00 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each level of FTA fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor.


Certifications attached as Exhibit O

FTA Federally Required and Other Model Contract Clauses – Exhibit P

107. CONTRACTOR RECORDS.

If a District contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(a) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(b) Provide to the District, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

ARTICLE XV.

IMPLEMENTATION OF AMENDMENTS

108. SEVERABILITY.

If any provision or application of these regulations is held invalid, such invalidity shall not affect any other provision or application of these regulations which be given effect without the invalid provision or application.

109. EFFECTIVE DATE.

These policies shall be effective upon adoption.
EXHIBITS
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<tr>
<td>2</td>
<td>Proposal Tabulation Sheet</td>
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<td>Pre-Award Survey</td>
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<td>6</td>
<td>Determination of Zone of Consideration</td>
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<td>Late Proposers</td>
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<td>Invitations for Oral Interviews</td>
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<td>Correspondence with Proposers</td>
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</tr>
<tr>
<td>12</td>
<td>Cost or Price Analysis</td>
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</tr>
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<td>Justification of Contract Type</td>
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<td>Negotiation Memorandum</td>
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<td>Copy of Each Best &amp; Final Offer</td>
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<td>Legal Review of Contract Documents</td>
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<td>Determination and Findings</td>
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<td>Bonds &amp; Certificates of Insurance</td>
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<td>24</td>
<td>Contract Document</td>
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<td>26</td>
<td>Purchase Order</td>
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</table>
North Central Regional Transit District  
Contract / Purchase Order File Index  
(For RFP Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

<table>
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<th>Tab #</th>
<th>Document(s)</th>
<th>Audit</th>
</tr>
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<td>1</td>
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<td>2</td>
<td>Quality Assurance Records</td>
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</tr>
<tr>
<td>3</td>
<td>Change Notices / Modifications / Change Orders</td>
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</tr>
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<td>4</td>
<td>Periodic Status Reports</td>
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</tr>
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<td>5</td>
<td>Contractor Evaluation Form</td>
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<td>6</td>
<td>Site Visit Reports</td>
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<td>7</td>
<td>Termination / Stop Work Notices or Resolution Plan</td>
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<td>Invoices and Check Requests</td>
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<td>Records of Payments &amp; Receipts</td>
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<td>Advance or Progress Payment Documents</td>
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<td>Notice of Substantial Acceptance</td>
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<td>Punch List Discrepancies</td>
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<td>Release of Claims / Bonds</td>
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<td>Assignments</td>
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<td>Notice of Final Payment</td>
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<td>18</td>
<td>Audit Reports</td>
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<td>Liquidated Damages</td>
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<td>Close Out Documentation</td>
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</table>
Exhibit B

North Central Regional Transit District
Responsibility Determination Form

BID / RFP No: _______________________________________

Supplier: ____________________________________________

Date: _______________________________________________

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

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>1. Appropriate financial, equipment, facility, and personnel.</td>
<td>Yes  No ____________________</td>
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<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td>2. Ability to meet the delivery schedule.</td>
<td>Yes  No ____________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td>3. Satisfactory period of performance.</td>
<td>Yes  No ____________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td>4. Satisfactory record of integrity, not on declined or suspend listings.</td>
<td>Yes  No ____________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td>5. Receipt of all necessary data from supplier.</td>
<td>Yes  No ____________________</td>
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<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td>6. Debarred and Suspended List has been checked (supplier not listed)</td>
<td>Yes  No ____________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________</td>
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North Central Regional Transit District  
Method of Procurement  
Decision Matrix Form

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

<table>
<thead>
<tr>
<th>Micro-purchase</th>
<th>Competitive Procurement</th>
<th>Sole Source</th>
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<tbody>
<tr>
<td>Amount &lt;$2500</td>
<td>Amount &gt;$2500</td>
<td>OEM or custom item</td>
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<tr>
<td>Multiple sources</td>
<td>Multiple sources available</td>
<td>Only one source available</td>
</tr>
<tr>
<td></td>
<td>Not an emergency purchase</td>
<td>Approved by FTA-sole source</td>
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<tr>
<td><strong>Sealed Bid (IFB)</strong></td>
<td></td>
<td>Public Exigency Issue/Emergency</td>
</tr>
<tr>
<td>Complete &amp; adequate specs or</td>
<td>Complete specifications not</td>
<td>Competition is inadequate after public solicitation</td>
</tr>
<tr>
<td>purchase description</td>
<td>feasible</td>
<td></td>
</tr>
<tr>
<td>Two or more responsible</td>
<td>Two or more responsible bidders</td>
<td>Emergency Procurement</td>
</tr>
<tr>
<td>Bidders willing to compete</td>
<td>willing to compete</td>
<td>(subset of sole source)</td>
</tr>
<tr>
<td>Selection can be made on</td>
<td></td>
<td>There is a health and safety issue that</td>
</tr>
<tr>
<td>basis of price</td>
<td></td>
<td>prohibits delay</td>
</tr>
<tr>
<td>Procurement suitable for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>firm, fixed price</td>
<td>No discussion with bidders</td>
<td></td>
</tr>
<tr>
<td></td>
<td>needed after receipt of offers</td>
<td></td>
</tr>
<tr>
<td><strong>Competitive Proposals (RFP)</strong></td>
<td></td>
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<tr>
<td>Complete specifications not</td>
<td>Bidder input needed for</td>
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<tr>
<td>feasible</td>
<td>specification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two or more responsible bidders</td>
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</tr>
<tr>
<td></td>
<td>willing to compete</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discussion needed with bidders</td>
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<tr>
<td></td>
<td>after receipt of proposals, prior to award.</td>
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</tr>
<tr>
<td></td>
<td>Fixed price can be set after</td>
<td></td>
</tr>
<tr>
<td></td>
<td>discussions</td>
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</tr>
<tr>
<td><strong>Time and Materials Contract</strong></td>
<td>(subset of RFP)</td>
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</tr>
<tr>
<td>Fixed price cannot be set for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete extent of work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>unknown, whether time, or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>material use, or both.</td>
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<td></td>
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<tr>
<td><strong>Best Value</strong></td>
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<td>Price and qualitative</td>
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<tr>
<td>consideration/Greatest value to</td>
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<tr>
<td>the District</td>
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</tbody>
</table>
# Exhibit D

## North Central Regional Transit District

### Bid Checklist Form

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Price is firm, fixed and definite</td>
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</tr>
<tr>
<td>2.</td>
<td>Bid is responsive to requirements of the solicitation</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Exceptions taken to any material term or condition of the solicitation</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bid is ambiguous</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>All amendments to solicitation acknowledged</td>
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</tr>
<tr>
<td>6.</td>
<td>Bid signed</td>
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</tr>
<tr>
<td>7.</td>
<td>All material representations, bonds, guarantees and certifications completed</td>
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</tr>
<tr>
<td>8.</td>
<td>All required information submitted</td>
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</tr>
<tr>
<td>9.</td>
<td>Bid is not defective</td>
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</tr>
</tbody>
</table>
Exhibit E

North Central Regional Transit District
Bid Cost Factors Form

Solicitation / Bid No: 

Supplier Price Evaluation Factors:

1. Purchase price: $ ______________________________
2. Payment discount terms: ______________________________
3. Transportation costs: ______________________________
4. Warranty: ______________________________
5. Installation: ______________________________
6. Training: ______________________________
7. Technical assistance: ______________________________

Total bid: $ ______________________________

Evaluation: $ ______________________________
North Central Regional Transit District  
NONCOMPETITIVE PROCUREMENT  
JUSTIFICATION FORM  

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

**Check one:**

- ________ The item is available only from a single source (sole source justification is attached).
- ________ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- ________ FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- ________ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).
- ________ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

**Comments:**

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

- ________ Cost Analysis is attached.

____________________________________  ______________________________
Chief Procurement Officer              Department Manager

____________________________________  ____________  ____________
Date                                  Date
## North Central Regional Transit District
### Cost and Price Analysis Form

<table>
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<th>Information</th>
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<tr>
<td>Comparisons with other competitive proposals</td>
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<td>Price quoted by vendor</td>
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<tr>
<td>Competitive prices obtained from other vendors</td>
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<tr>
<td>(state name of vendor and price)</td>
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<tr>
<td>Previous Contracts</td>
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<td>Date of Contract</td>
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<td>Purchase Price</td>
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<td>Catalog/Market Prices</td>
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<td>Source</td>
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<td>Purchase Price</td>
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<td>Historical Prices</td>
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<td>Date</td>
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<td>Purchase Price</td>
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<td>Independent Cost Estimates</td>
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<td>Source</td>
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<td>Date</td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
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</tr>
<tr>
<td>Price/Performance Ratio (if applicable)</td>
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</tr>
<tr>
<td>Market Data</td>
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</tr>
<tr>
<td>Source</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Purchase Price</td>
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</tr>
</tbody>
</table>
North Central Regional Transit District
Disclosure Statement

The U.S. Department of Transportation Federal Transit Administration Master Agreement, Section 3a (1) prohibits the recipient's employees, officers, board members or agents from participating in the selection, award, or administration of a third-party contract or sub agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award:

a) an employee, officer, board member or agent;

b) any member of his or her immediate family;

c) his or her partner;

d) an organization that employs or intends to employ any of the above.

It is the responsibility of the officers and employees of the North Central Regional Transit District, upon acquiring interests which conflict or might appear to conflict with the interests of the Federal Transit Administration and/or the North Central Regional Transit District, to bring them forth immediately for resolution.

I, the undersigned North Central Regional Transit District employee, acknowledge receipt, understanding and acceptance of the North Central Regional Transit District Code of Ethics and this Disclosure Statement, and certify that (1) I have not solicited or received any kickbacks or gratuities, and (2) I have no financial interest in any supplier with whom the North Central Regional Transit District does business. If any real or perceived conflict should arise in the discharge of my duties, I will report such conflict immediately to the Director of Human Resources in writing.

Name: _____________________________   Title: _____________________________

Date: _____________________________

This statement will be renewed on an annual basis
### Exhibit I

#### FTA CONTRACT CLAUSES

<table>
<thead>
<tr>
<th>Clauses</th>
<th>Professional Services/A&amp;E</th>
<th>Operations/Management</th>
<th>Rolling Stock Purchase</th>
<th>Construction</th>
<th>Materials &amp; Supplies</th>
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<td>1 Fly America</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>2 Buy America</td>
<td></td>
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<td>X</td>
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<td>X</td>
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<tr>
<td>3 Charter Bus &amp; School Bus</td>
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<td>X</td>
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<td>4 Cargo Preference</td>
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<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
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<td>8 Bus Testing</td>
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<td>9 Pre-Award/Post Audit</td>
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<td>12 Federal Changes</td>
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<td>13 Bonding</td>
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<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
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<td>&gt; $10,000</td>
<td>&gt; $10,000</td>
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<td>16 Davis-Bacon Act</td>
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<td>18 Copeland Anti-Kickback</td>
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<td>&gt; $10,000</td>
<td>&gt; $10,000</td>
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<td>&gt; $25,000</td>
<td>&gt; $25,000</td>
<td>&gt; $25,000</td>
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<td>24 Civil Rights</td>
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<td>X</td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>25 Breach of Contract</td>
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<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
<td>&gt; $100,000</td>
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<tr>
<td>26 Patent Rights</td>
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<td></td>
<td></td>
<td>ONLY FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK</td>
<td></td>
</tr>
<tr>
<td>27 Transit Employees Protective Act</td>
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<td></td>
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<td>X</td>
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<tr>
<td>28 Disadvantaged Business Act</td>
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<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>29 State and Local Govt Laws/Regulations</td>
<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>30 Incorporation of FTA Terms</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>31 Drug &amp; Alcohol</td>
<td></td>
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<tr>
<td>32 ITS National Architecture</td>
<td>X</td>
<td></td>
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<tr>
<td>33 TVM Certifications</td>
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<td>X</td>
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<tr>
<td>34 Metric Requirements</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
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<tr>
<td>35 ADA Compliance</td>
<td>X</td>
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<tr>
<td>36 Notice of Federal Participation</td>
<td>&gt; $500,000</td>
<td>&gt; $500,000</td>
<td>&gt; $500,000</td>
<td>&gt; $500,000</td>
<td>&gt; $500,000</td>
</tr>
</tbody>
</table>
North Central Regional Transit District

Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement.

1. Verification of cost or pricing data and evaluation of cost elements:

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

2. Comparison of cost proposed with independent or previous cost estimate, market indices, and other factors:

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

3. Evaluation of suppliers' costs first hand and assessment for completeness and reasonableness, including evidence and rationale for determination.

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
## North Central Regional Transit District

### Bid Summary Form

**Bid Opening:** ____________________________

**Bid #:** __________________

**Description:** __________________________________

**Department:** ____________________________

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Bid Deposit</th>
<th>Total Bid</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Responsive Bid (Y/N)</th>
<th>Bid Rejected (Reason)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

This Bid was opened at the time stated in the advertisement: ___________

Person opening Bids: ____________________________

Signature: ____________________________

Date/Time: ____________________________

Initials
North Central Regional Transit District
Award Recommendation & Justification Form

Department: ____________________________________________________________
Procurement Number: _____________________________
(RFP/BID #)
Subject: ________________________________________________________________
Report Number Bids / Number of Bids /
Date: _____________ RFP’S Mailed: ___________ RFP’S Received: _______________

Recommendation:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Justification:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Approvals:

________________________________________________________________________

PROCURING AGENT  DIRECTOR OF PURCHASING
North Central Regional Transit District
Price / Rate Quotation Form

Department: __________________________________________________________

Subject: ____________________________________________________________

Report Date: ___________ Number of Quotes Received: ___________

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Qty/Ctn</th>
<th>Item</th>
<th>Vendor</th>
<th>Price</th>
<th>Amount</th>
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<tbody>
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</tr>
</tbody>
</table>

Recommendation:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Approvals:

__________________________________   ____________________________________

PROCURING AGENT ___________________________   DIRECTOR OF PURCHASING ___________________________
Buy American Form

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date ____________________________________________________________

Signature _________________________________________________________

Company Name _________________________________________________________

Title _______________________________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date ____________________________________________________________

Signature _________________________________________________________

Company Name _________________________________________________________

Title _______________________________________________________________
Buy American Form

Certification requirement for procurement of buses, other rolling stock and associated equipment.


The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _________________________________________________________________

Signature ____________________________________________________________

Company Name ____________________________________________________________

Title _________________________________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _________________________________________________________________

Signature ____________________________________________________________

Company Name ________________________________________________________

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

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, sub grants, 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
CONTRACTOR INFORMATION FOR PROJECTS
FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for each of the bidders’ subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM’S NAME: ______________________________________________________

PRIME CONTRACTOR _____  SUBCONTRACTOR _____

FIRM’S ADDRESS: __________________________________________________

____________________________________________________________________

AGE OF FIRM: ______________________________

DISADVANTAGED BUSINESS ENTERPRISE?*  _____ Yes  _____ No

If yes, Certified by the State of New Mexico Department of Transportation?

_____ Yes  _____ No

ANNUAL GROSS RECEIPTS:

_____ Under $500,000  _____ $500,000 - $999,999  _____ $1,000,000 - $1,999,999

_____ $2,000,000 - $4,999,999  _____ $5,000,000 - $9,999,999

_____ $10,000,000 - $14,999,999  _____ $15,000,000 - $24,999,999

* Disadvantaged business enterprise or DBE means a for-profit small business concern—
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
Appendix 1
WRITTEN PROTEST PROCEDURES

A. GENERAL – DEFINITIONS

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority (“FTA”) and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.

2. The term “contractor” means any person, firm, or corporation, which has contracted or seeks to contract with the North Central Regional Transit District.

3. The term “hearing officer” shall mean a person, appointed by the Executive Director, to hear and decide allegations made by any contractor relating to procurements hereunder.

4. A “pre-bid or solicitation phase protest” is a written protest received prior to the bid opening or proposal due date.

5. A “pre-award protest” is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

6. A “post-award protest” is a protest received after award of a contract.

B. FILING OF PROTESTS

1. Pre-Bid Protest

Any Contractor may file a written protest of the procurement procedures involved herein, with the District’s Chief Procurement Officer at least five (5) working days before the bid opening or proposal due date.

2. Pre-Award Protest

Any Contractor may file a written protest against the District’s making of an award after the District’s receipt of bids or proposals, but at least five (5) working days before the conditional award of a contract by the District.

3. Post-Award Protest

Any contractor may file a written protest of the procurement procedures involved herein, with the District’s Chief Procurement Officer, at least five (5) working days after the date of the District’s Decision regarding a selection of a contractor with respect to any Bid/RFP/RFQ.
4. Each protest must clearly state:
   a. The name, address, and telephone number of the protester;
   b. The solicitation/contract number or description thereof.
   c. A statement of the grounds upon which the protest is made.

5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30 PM on or before the due date at:

   Purchasing Department
   North Central Regional Transit District
   1327 N. Riverside Drive
   Española, NM 87532

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the Purchasing Department as proof of the date and time of the filing of the protest. It is the Protester’s sole responsibility to provide said copy at the time of filing.

C. HEARING PROCEDURE

1. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein, provided that if there is a conflict between Section 4-176e and these Written Protest Procedures, the latter will prevail. The hearing officer shall issue a written decision within ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer, shall respond in detail, to each substantive issue raised in the protest.

2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.

3. The Hearing Officer shall address, in his determination, each material issue raised in the protest.

4. The Hearing Officer’s determination shall be final and binding upon all parties upon issuance.

5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protester may request reconsideration of the decision, using the same procedure described in Section 5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Department, North Central Regional Transit District, 1327 N. Riverside Drive, Española, NM 87532. The request for reconsideration shall set forth all of the grounds upon which the request is made.
6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

1. Where applicable, review of protests by FTA will be limited to the District’s failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation and/or five (5) days after the protestor knows or has reason to know that the District has failed to render a final decision. Such appeal must be filed in accordance with all FTA rules and regulations, and Section 7(1) of FTA Circular 4220.1D., as periodically updated. The FTA may allow a request for reconsideration if data becomes available that was not previously known, or if there has been an error of law or regulation.

   Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local or regulations will be under the jurisdiction of state or local authorities.

2. Post-determination protests may include allegations that the District failed to have or follow written protest procedures.
Title: Discussion and Consideration of Resolution No. 2019-35 Revising the 5307 Fare Policy

Prepared By: Delilah D. Garcia, Transit Operations Director

Summary: The New Mexico Department of Transportation Transit and Rail Division (NMDOT) conducted a Training and Technical Assistance Biennial Site Visit in September 2018. The final report from the site visit states that agencies that receive Federal Transit Administration §5307 Urbanized Area Formula funding must offer half fare or reduced fares to individuals with disabilities and seniors during off-peak hours for fixed-route services.

Routes funded through the FTA §5307 funding include the 255 Mountain Trail and 260 La Cienega. However, the 255 Mountain Trail Route is the only route of the two that charges a fare. Passengers meeting the following criteria will be eligible for a reduced fare of 50%:

- Individuals with disabilities
- Seniors age 65 and older
- Medicare recipients

Passengers are required to show identification to demonstrate their eligibility for Medicare or their age. Individuals with disabilities may self-disclose their disability or show any transit agency issued ADA eligibility ID Card for the reduced fare.

Background: The first resolution for free fares (2008-04) was adopted by the NCRTD Board on May 9, 2008, and continued by resolutions 2008-16, 2009-06, 2010-09, 2011-15 and 2013-22. Resolution 2015-27 continued a fare-free policy for the NCRTD on weekday non-premium fixed routes and flex paratransit (up to ¾ of a mile from fixed routes operated by the NCRTD). The resolution also established premium fare service parameters for the District's various routes. Resolutions 2017-28, 2017-10, 2016-08, 2016-03 and 2018-19 further clarified which routes are considered to be premium in nature and passenger fare requirements.

Recommended Action/Proposed Motion: Staff recommends the approval of the updated fare structure as outlined within this agenda report. Attached are exhibits for fares related specifically to routes that are deemed urban in nature and are funded by FTA §5307 Urbanized Area Formula Grants.
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:
A minimal reduction in fare revenue received from seniors 65+, individuals with disabilities and Medicare recipients.

Attachment(s):
- Resolution No. 2019-35
- Premium Fare Routes Exhibit A
- Route Fare Overview Exhibit B
North Central Regional Transit District (NCRTD)

Resolution 2019-35

REVISING THE 5307 FARE POLICY

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 has adopted a fare policy for its "Mountain Trail" route; and

WHEREAS, the "Mountain Trail" route is the only District route funded with federal small urban "5307" funds; and

WHEREAS, the Board adopted resolutions regarding the fares for the Mountain Trail route in December of 2014, September of 2016, March of 2017, and September of 2017; and

WHEREAS, at the September 2018 Training and Technical Assistance Biennial Site Visit it was determined that the existing provisions for half-fares for persons with disabilities and seniors require amendments to the existing fare resolutions; and

WHEREAS, the attached Premium Fare Routes Exhibit A and Route Fare Overview Exhibit B embody the required changes.

NOW THEREFORE BE IT RESOLVED THAT: The Board adopts amendments to the fare structure for the District's sole 5307 funded premium service, the Mountain Trail route, as indicated on the attached "Premium Fare Routes Exhibit A" and "Route Fare Overview Exhibit B."
PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 6th DAY OF SEPTEMBER 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
**PREMIUM FARE ROUTES**

Exact Fare Required, Operator Cannot Make Change

- **Taos Express**
  - Saturday and Sunday (Weekend) service: $5.00 cash per one way trip (exact change) between Taos and Santa Fe.
  - Saturday and Sunday (Weekend) Mid Route (Española to Santa Fe or Española to Taos) Fare: $2.00 cash per one-way trip (exact change).
  - Veterans with proper documentation are fare-free

- **Mountain Trail**
  - 7 day per week service to provide access to Santa Fe National Forest and Ski Santa Fe from Santa Fe and beyond.
  - Winter fare is $5.00 cash per one-way trip; Non-winter fare is $5.00 round trip.
  - Veterans with proper documentation are fare-free.
  - Passengers age 65 and older, passengers with disabilities and passengers with Medicare cards and individuals with disabilities are eligible to ride for a reduced fare of 50% of the standard fare. Individuals with disabilities may self-disclose disability or show any transit agency issued ADA eligibility ID Card for reduced fare.
  - Passengers are required to show identification as outlined below to demonstrate proof of eligibility:

<table>
<thead>
<tr>
<th>Reduced Fare Passenger Type</th>
<th>Document Necessary to Demonstrate Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGE (65 or older)</td>
<td>Federal or State Issued Identification Card</td>
</tr>
<tr>
<td>ABILITY</td>
<td>Medicare Card* or Any Transit Agency Issued ADA Eligibility ID Card</td>
</tr>
</tbody>
</table>

*A State or Federal issued identification may be requested (at Operator’s discretion) to ensure identity of a passenger using a Medicare Card.*

- **Additional premium service** as outlined in the Service Plan Update, formally requested by the Board and/or new routing deemed to be operationally viable and supported by the Board. Upon identification of such service, Staff will report to Board and request fare direction.
## Route Fare Overview

<table>
<thead>
<tr>
<th>ROUTE NAME</th>
<th>ROUTE #</th>
<th>Service Type</th>
<th>Fare* <em>(Veterans with proper documentation are fare-free on all routes)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside</td>
<td>100</td>
<td>Fixed</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>Westside-Crosstown</td>
<td>110</td>
<td>Fixed</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Chimayo</td>
<td>150</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Santa Clara</td>
<td>160</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Jicarilla</td>
<td>170</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>El Rito</td>
<td>180</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Chama</td>
<td>190</td>
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<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Santa Fe</td>
<td>200</td>
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<tr>
<td>Tesuque</td>
<td>220</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>San Ildefonso</td>
<td>230</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Mountain Trail</td>
<td>255</td>
<td>Flex</td>
<td>PREMIUM*** Winter: $5/one-way; non-winter: $5 roundtrip. Yearround: ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>La Cienega</td>
<td>260</td>
<td>Flex</td>
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<tr>
<td>Turquoise Trail</td>
<td>270</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Eldorado</td>
<td>280</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Edgewood</td>
<td>290</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>Taos</td>
<td>300</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>Taos Express</td>
<td>305</td>
<td>Flex</td>
<td>PREMIUM*** $5 one-way full trip (between Taos/Santa Fe), $2 one-way partial trip (between Taos/Espanola or Santa Fe/Espanola) ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
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<td>Red River</td>
<td>310</td>
<td>Flex</td>
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<td>Questa</td>
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<td>Penasco</td>
<td>330</td>
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<tr>
<td>Chile Line Red</td>
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<td>TSV Green</td>
<td>341</td>
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<td>UNM Taos</td>
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<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
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<tr>
<td>Tres Piedras</td>
<td>360</td>
<td>Flex</td>
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</tr>
<tr>
<td>Night Rider</td>
<td>380</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>Los Alamos</td>
<td>400</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
<tr>
<td>Angel Fire</td>
<td>800</td>
<td>Flex</td>
<td>ADA flex: fare-free; non-ADA flex: $10/one-way</td>
</tr>
</tbody>
</table>

*Flex requests will be served in areas where infrastructure allows and requested at least the day before.

Indicates route deemed as urban; passengers age 65 and older, passengers with disabilities and/or passengers with Medicare cards are eligible to ride for a reduced fare of 50% of standard fare. Passenger is required to show identification to demonstrate proof of eligibility for Medicare/age. Individuals with disabilities may self-declare disability or show any transit agency issued ADA eligibility ID Card for reduced fare.
Title: Discussion and Consideration of an Award of Proposal for a Construction Owner’s Representative (Construction Manager) of the Española Maintenance Facility.

Prepared By: Hector Ordonez, Director of Finance and Chief Procurement Officer

Summary: On July 5, 2019 the District issued a Request for Proposals (RFP # 2019-006) for a Construction Owner Representative to assist the District during the construction of the Maintenance Facility Project. An “Owner’s Representative” is a third party hired by the owner (the District) to act not only as a construction manager but also a representative of the District during the final design, construction and warranty phases of the Maintenance Facility Project. The Chief Procurement Officer reached out and forwarded the RFP to nine (9) Engineering and Construction Companies located throughout the State of New Mexico. Additionally, the District published the notice in 3 publications in the State of New Mexico and the District’s Website.

The proposals were due on July 23, 2019, and the District received 1 proposal. After careful consideration and evaluations of the Proposal received, the Evaluation Committee deemed the proposals responsive and responsible and invited NorthStar, NM, LLC for an in-person interview to ensure they were the appropriate fit for this project. Based on the criteria outlined in the RFP, their 40 years of experience in construction management and in-person interviews, the Evaluation Committee selected and recommended NorthStar, NM, LLC for Award of RFP 2019-006 (Construction Owner’s Representative).

If approved by the Board, the Chief Procurement Officer will issue a 15-day “Intent to Award and Right to Protest” notice for this procurement. The solicitation protest period will conclude on September 21, 2019 and the attached contract for an amount not to exceed $158,910.66 (including GRT) will be signed and executed once the District has received the BUILD Grant agreement from the Federal Transit Administration and if no protests are received.

Background: On April 7, 2018, the District received an award from the Federal Transit Administration for expenses related to the Construction of the Maintenance Facility in the amount of $3,600,000. The District plans to use funds from this grant to pay for these services. The District’s procurement policy establishes that for any contract or purchase of a $100,000 or more, approval by the District Board is needed prior to execution of the final contract. The District is expected to spend up-to $158,910.66 for services related to Owner’s Representation for the Construction of the Maintenance Facility between Fiscal Years 2020 and 2021. Included in the Board packet is the draft Contract for the Boards Review.
**Recommended Action/Proposed Motion:** Staff is recommending to the Board the award and execution of contract with NorthStar NM, LLC. for the Owner’s Representative Services to be provided during the Construction of the Maintenance Facility.

**Options/Alternatives:**
1. Take no action and delay the construction timeline of the Maintenance Facility; or
2. Accept the recommendation of award for an Owner’s Representative; (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

**Fiscal Impact:** The District’s FY2020 budget anticipated $107,500.00 from the 5339b program for these services and we are planning to include an additional $107,500 in FY2022 Budget under the Professional service Fees line item. Only the funds necessary for this contract will be expended.

**Attachment(s):**
- RFP 2019-006
- Contract
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP) For:

CONSTRUCTION OWNER'S REPRESENTATIVE

RFP # 2019-006

July 5, 2019

Proposals are Due on July 23, 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 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.

**Finalist**- is defined as an Offeror who meets all the Mandatory specifications of the Request for Proposal or Statement of Qualifications qualify as responsible and responsive whose score on the
evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

**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.

**Owner**- The North Central regional Transit District, NCRTD, and/or the District.

**Owner’s Representative** – A 3rd party (individual or company) that is hired by the Owner to represent them during site selection, design and construction phases as well as relocation of the Maintenance Facility.

**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.

**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. DISTRICTS 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 estimated annual ridership for fiscal year 2019 is 291,214 on NCRTD-operated routes; and NCRTD funded services saw 507,188 unlinked passenger trips, for a total ridership of 798,402. The NCRTD members are four (4) counties, seven (7) cities, villages and towns 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.

B. PURPOSE OF THIS REQUEST FOR PROPOSALS

The North Central Regional Transit District (NCRTD) is seeking proposals from construction management companies or individuals to provide Owner’s Representation and Project Management services for the construction of the Española Maintenance Facility. Firms or individuals submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the work as outlined in this RFP.

C. GOALS OF THE PROJECT

The District will be contracting with Huitt-Zollars Architects/Engineers for the Final Design of a Maintenance Facility, Vehicle Wash Bay and Fueling Station to be constructed during 2020. The project will fulfill current vehicle maintenance, upkeep needs and will accommodate future operations and fleet expansion. The NCRTD plans to allocate seven (7-8) acres for the construction of the Maintenance Facility Project. The Project will be constructed in Española, New Mexico, adjacent to the Jim West Regional Transit Center, which currently houses Administration and Operations functions of the NCRTD. This project consists of three standalone components that each provides its own independent utility. Conceptual design of the Maintenance Facility, Vehicle Wash Bay and Fueling Station has been completed, and site plans also provide for the future anticipated expansion the Maintenance Facility, a future Park & Ride facility, as well as a tract designated for future Transit Oriented Development (TOD). Approximately $7.2 million has been acquired for the design and construction of this facility. This procurement will result in a single award. The firm hired will ensure that (1) the project scope of the design development is achieved; (2) the overall project budget (including FFE and other non-design/construction related costs) are not exceeded; (3) assist with the bidding and procurement process; (4) assist with jurisdictional reviews and/or project related mitigation issues; (5) ensure construction related activities are timely; (6) review payment applications/invoices for accuracy and completeness; (7) ensure that the project close-out is made in a timely manner; and (8) ensure that occupancy and relocation is done seamlessly and safely.
D. SINGLE STEP PROCUREMENT

The process for award of the contract will be a Single Step RFP process “Pursuant to Rule 11. (a) of the District's Procurement Rules.” A Single Step RFP Procurement is used when the CPO determines that the use of competitive sealed bidding is either not practical nor advantageous in seeking the best value and/or the best interests of the District.

E. REQUEST FOR PROPOSAL (RFP)

The award for this single step proposal will be awarded to those firms/individuals that: (1) are able to demonstrate ample and successful experience in similar projects; (2) provide qualifications of staff qualified for the job; (3) are able to demonstrate an understanding of this project and the scope; (4) minimum of 15 years of General Contractor Experience; (5) complies with all technical and formatting requirements of this RFP.

The successful candidate must be able to apply innovative and effective management techniques and must have complete knowledge of corporate and construction industry practice, process, standards and their impact on project activities. Qualified owner’s representatives will be able to provide references on projects of similar scale. LEED Accreditation is desirable but not required.

This proposal requires that construction Firms and/or individuals submitting request for proposals provide a summary of the company’s history, years in business, identifies the employee that will be assigned to this project. A detailed Resume that includes their years of experience, registrations, memberships, past and current project assignments and any credentials or specialized training deemed important to this type of procurement is also required.

The technical aspects of this RFP require that the proposals are delivered by the due date in one binder. The Binder shall include the experience and qualifications aspects of this procurement, forms, scope of work, acknowledgment and campaign contribution form, list of similar projects, and firm experience.

The following criteria will be evaluated for experience and qualifications:

1. A cover letter expressing interest with the company’s/individual’s information and history, including mission, nature of work, years in business, number of employees and office locations.

2. Provide qualifications of the person to be assigned to the District’s contract, include licenses if any, certifications, and years of experience.

3. Describe Firm Experience in similar projects and list up to 4 projects that are similar in nature to the project listed on this RFP (the more references provided the higher the score). Included in this section you must disclose:
   a) The name of the agency;
b) Project Location/Address;
c) Project Construction Value;
d) Project Start & Completion Date;
e) Method of Construction Delivery;
f) Project Description;
g) Email and contact information of the Agency’s contact person;
h) Email and contact information of the Architect & Engineer Firm of the Project;
i) List challenges encountered during the project;
j) Lessons learned.

4. The Construction company/individual shall include in its proposal a detailed scope of work and understanding of the project and process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements. Additionally, in this section the owner’s representative must describe:
   a) Their approach and philosophies to projects;
   b) The type of communication with the ownership team members and consultants;
   c) The approach and tools used to effectively develop and manage the projects budgets;
   d) The methods and tools you used to effectively develop and manage the projects schedule and budget.
   e) Provide description of any lawsuits or claims including status and resolutions (if any).

5. Certification and acknowledgement forms included in this RFP, see appendix A-E.

6. Campaign Contribution Form.

7. Three (3) Organizational reference Forms Completed by organizations for which you have substantially completed similar work. The Forms must be received prior to the RFP Due date and must be received directly from the organization providing the professional or organizational reference. These are separate from the projects that will be listed in the proposal.

For additional information regarding the forms and certifications needed as well as the formatting of this proposal refer to Section IV of this procurement.

F. SCOPE

The Project may consist but is not limited to providing the following services:
### Phase: General Items

<table>
<thead>
<tr>
<th>Item #</th>
<th>Activity/Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.01</td>
<td>Project Oversight</td>
<td>Operate as the single point of contact for the District. Primary role is to provide oversight and coordination of the project from the District’s perspective to effectively balance costs, time and quality.</td>
</tr>
<tr>
<td>A.02</td>
<td>Scope Budget Management</td>
<td>Work with the team to refine the scope of work to be within the District’s budget. Upon the District’s approval of the design schematics and budget, the design team will prepare the necessary architectural and other design development documents. District’s Representative will review design with respect to compliance with agreed-upon project objectives.</td>
</tr>
<tr>
<td>A.03</td>
<td>District Project Management</td>
<td>Represent the District at regular project meetings and provide advice that will help facilitate economical, efficient and desirable development and construction procedures. Track project related issues and track follow-through.</td>
</tr>
<tr>
<td>A.04</td>
<td>Outside Entity Liaison</td>
<td>Act as liaison between the project team members and assist in the obtaining of building permits, other governmental approvals, authorizations and signoff’s as necessary for the design, construction and operations of the project. Meet with fire departments, cable, power and phone companies to progress design and construction.</td>
</tr>
<tr>
<td>A.05</td>
<td>Financial: Master Budget</td>
<td>Review the existing overall project budget including hard and soft costs. Generate and track budgets by project and by total. Establish a process by which all changes can be priced, submitted, reviewed and added or subtracted from the project cost. Review and submit, with recommendations, all requests for payment under vendor agreements, provided that all such payments shall be subject to District approval. Update the project budget regularly and provide monthly</td>
</tr>
</tbody>
</table>
status reports. Coordinate with District’s finance and accounting departments on related budget and financial matters. Consider hard and soft costs (i.e., construction, design, management, testing, permitting, connection fees, contingency funds, etc.)

| A.06 | Schedule | Prepare a comprehensive project schedule, update the project schedule regularly and include with monthly status reports. |
| A.07 | Communication: Protocol | Outline communication channels for decision making. |
| A.08 | Building Inspections | Work with the General Contractor and the Design Team along with the District to obtain compliance with the inspections required. Submit and record final documentation. Obtain and track building inspection authorizations. |
| A.10 | Notices to Proceed | Issue notices to proceed on appropriate phases when all necessary requirements have been completed. |
| A.11 | Notice of Substantial Completion | Issue notices of Substantial Completion |
| A.12 | Notices of Approval Occupants/Use | Issue notices of Approval of Occupants/Use |
| A.13 | Notices of Final Acceptance | Issue notices of Final Acceptance |
| A.14 | Communication: Records | Maintain appropriate compliance with the Open Records process. |

**A Total: General Items**

**B Phase: Procurement**

<p>| B.01 | General Contractor Procurement | Assist in review of Requests for Qualifications (RFQs) and Request for Proposals (RFPs). Review proposals, provide supplemental information, Attend interviews. Assist in negotiating Contracts. |
| B.02 | Procurement: Commissioning Agent Consultant | Work with District to procure Commissioning agent consultant through proper procurement process and manage agreement. |</p>
<table>
<thead>
<tr>
<th>B.03</th>
<th>GC Pricing review and generation. Generate final Contract amendment</th>
<th>Meetings and coordination with General Contractors (GC) during various phases of design. Review bids received from subcontractors.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B</strong></td>
<td><strong>Total: Procurement</strong></td>
<td></td>
</tr>
<tr>
<td><strong>C</strong></td>
<td><strong>Phase: Construction</strong></td>
<td></td>
</tr>
<tr>
<td>C.01</td>
<td>Construction: Permitting</td>
<td>Work with team to obtain permits required for the project.</td>
</tr>
<tr>
<td>C.02</td>
<td>Construction: Insurance</td>
<td>Work with the General Contractor to establish proper documentation related to bonds and insurance.</td>
</tr>
<tr>
<td>C.03</td>
<td>Construction: Meetings</td>
<td>Attend weekly project meetings. Review weekly minutes for accuracy (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.</td>
</tr>
<tr>
<td>C.04</td>
<td>Construction: Design Team</td>
<td>Monitor the construction phase activities of the design and engineering firm(s), including the following: a. Technical review and approval of materials submittals and samples b. Resolution of technical questions that may arise during construction c. Review and opinion on change orders subject to Client approval d. Field reports</td>
</tr>
<tr>
<td>C.05</td>
<td>Construction: Records</td>
<td>Maintain District’s record copies and permanent project files of necessary design and construction related communications. Includes periodic construction progress photographs.</td>
</tr>
<tr>
<td>C.06</td>
<td>Construction: Guide District</td>
<td>Resolve questions asked of District that may arise during construction.</td>
</tr>
<tr>
<td>C.07</td>
<td>Construction: Observation</td>
<td>Monitor that the terms of the contract are enforced. Monitor progress of construction work to determine compliance with the drawings and specifications.</td>
</tr>
<tr>
<td>C.08</td>
<td>Construction: Safety</td>
<td>Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and LEEO)</td>
</tr>
<tr>
<td>C.09</td>
<td>Construction: Staging</td>
<td>Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.</td>
</tr>
<tr>
<td>------</td>
<td>------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C.10</td>
<td>Communication: Updates</td>
<td>Advise the District on issues including construction costs, schedule, coordination, and District occupancy. Notify District if there is deviation from project progress.</td>
</tr>
<tr>
<td>C.11</td>
<td>Construction: Material Testing</td>
<td>Verify and document that inspections and testing reports take place as required. Review reports and monitor that deficiencies are addressed.</td>
</tr>
<tr>
<td>C.12</td>
<td>Construction: Observation</td>
<td>Coordinate the documenting and photographing of the construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the District of non-conforming work with the Contract Documents and methods to resolve the issues.</td>
</tr>
<tr>
<td>C.13</td>
<td>Financial: Change Orders</td>
<td>Assist the District in the review of pending Change Orders. Resolve any disputes or claims related to approval or denial of a Change Order.</td>
</tr>
<tr>
<td>C.14</td>
<td>Financial: Master Budget</td>
<td>Review appropriateness of each pay application with the design team and track that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.</td>
</tr>
<tr>
<td>C.15</td>
<td>Installation: IT</td>
<td>Assist with scheduling and implementation of technology and security as it applies to the project.</td>
</tr>
</tbody>
</table>

**D**  | **Total: Construction**  |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D.01</strong></td>
<td>Punch List</td>
</tr>
<tr>
<td><strong>D.02</strong></td>
<td>Training</td>
</tr>
<tr>
<td>D.03</td>
<td>Close-Out Documentation</td>
</tr>
<tr>
<td>D.04</td>
<td>Financial: Final Budget</td>
</tr>
<tr>
<td>D.05</td>
<td>Financial: Final Budget</td>
</tr>
<tr>
<td>D.06</td>
<td>Certificate of Occupancy</td>
</tr>
<tr>
<td>D.07</td>
<td>Project Review</td>
</tr>
<tr>
<td>D.08</td>
<td>Project Commissioning</td>
</tr>
<tr>
<td>D.09</td>
<td>Final reports and documentation</td>
</tr>
</tbody>
</table>

**D**  
**Total: Closeout Move In & Post-Construction**

**E**  
**Phase: Warranty Period**

| E.01 | 11 Month Walk Through | Schedule and attend the 18-month warranty walk through with the design team. |
| E.02 | Warranty Items | Assist the District with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met. |

**E**  
**Total: Warranty Period**
G. 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. Time is of the essence in completion of the Maintenance Facility construction project. The District has express federal restrictions on project expenditures, substantial completion and final completion. The Offeror should submit a timetable consistent with those restrictions and the general project schedule and should anticipate foreseeable restrictions and conditions that would impair the accomplishment of the final construction on time and within budget. The following critical dates are mandated by the FTA for this project:

- Completion of Final Design: February 2020
- Planned Construction Start Date: May 2020
- Planned Construction Substantial Completion Date: May 2021
- Planned Revenue Service Date: June 2021
- Period of Performance End Date: November 2021
- Planned Project Closeout Date: December 2021

H. Chief Procurement Officer

1. The District has a Chief Procurement Officer (CPO) who is responsible for conducting 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: hctoro@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: Construction Owners Representative
   RFP # 2019-006
   Address: 1327 N. Riverside Drive
            Española, NM 87532
3. All correspondence, communication and contact regarding any aspect of this solicitation, offers or this project shall be only with the CPO 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 to submit any questions or items for clarification in writing to the abovementioned person by 5:00 p.m., on July 15, 2019.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement. The CPO will make every effort to adhere to the Procurement Schedules shown in this RFP. However, the time frames shown may be subject to change at the discretion of the NCRTD. A significant change of the schedule will be published in the District’s website as an addendum.

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>Issuance of the RFP</td>
<td>NCRTD</td>
<td>July 5, 2019</td>
</tr>
<tr>
<td>Questions and Clarifications</td>
<td>Potential Offerors</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>NCRTD</td>
<td>July 18, 2019</td>
</tr>
<tr>
<td>RFPs Due Date</td>
<td>Potential Offerors</td>
<td>July 23, 2019</td>
</tr>
<tr>
<td>Evaluation of RFPs Received</td>
<td>NCRTD</td>
<td>July 24, 2019</td>
</tr>
<tr>
<td>Notification of Selected Firm for Interviews</td>
<td>NCRTD</td>
<td>July 24, 2019</td>
</tr>
<tr>
<td>In-person Interviews</td>
<td>NCRTD &amp; Offerors</td>
<td>July 26, 2019</td>
</tr>
<tr>
<td>Notification of Proposer Selected</td>
<td>NCRTD</td>
<td>July 29, 2019</td>
</tr>
<tr>
<td>Cost and Best and Final Offer</td>
<td>NCRTD &amp; Offerors</td>
<td>July 30, 2019</td>
</tr>
<tr>
<td>Intent to Award Presented to Board of Directors</td>
<td>NCRTD</td>
<td>August 2, 2019</td>
</tr>
<tr>
<td>Notice of Intend to Award and Protest Due Date</td>
<td>NCRTD</td>
<td>August 17, 2019</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>NCRTD &amp; Offerors</td>
<td>August 19, 2019</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>Offeror</td>
<td>TBD</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 July 5, 2019.

2. **Question Submittals**

   Potential Offeror(s) are encouraged to submit written questions prior and up to July 15, 2019 at 5:00 PM. All written questions will be addressed in writing on the District’s website by July 18, 2019 at 5:00 PM. The submission of questions is not a requisite for the submission of a proposal.

   All written questions must be addressed and will be responded by the CPO. Questions emailed shall be clearly labeled “**IMPORTANT- [NAME OF OFFEROR] RFP# 2019-006 QUESTION**”

3. **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 by July 18, 2019.

4. Submission of the RFP

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CPO NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON JULY 23, 2019. Proposals received after these deadlines will not be accepted. The date and time of receipt will be recorded on each proposal.

Statements and Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response RFP#2019-006 CONSTRUCTION OWNER’S REPRESENTATIVES. Proposals submitted by fax, 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 Proposal. Awarded in this context means the final required signature on the contracts resulting from the procurement has been obtained.

5. 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.

6. Selection of Finalists

RFPs will be evaluated using the Evaluation Criteria presented within this document. An Evaluation Committee selected by the CPO and/or Executive Director 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 of the highest ranked firms may be scheduled and conducted by the Evaluation Committee to establish final rankings. Each Offeror 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.

The Evaluation Committee will select, and the CPO notify, the finalist Offerors by the deadline of Sequence of Events or earlier if possible.

7. **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.

8. **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 contractual agreement, the CPO and/or a member of the evaluation team will recommend the final contract 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.

9. **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 August 17, 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. If the protest due date falls on a weekend, the noticed must be delivered via email to hectoro@ncrtd.org. 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 six (6) bound copies of their proposal. The proposal submittal must be clearly labeled, numbered, 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 (Binder 1)
   a) Signed Letter of Transmittal
   b) Table of Contents
   c) Cover Letter with Statement of Qualifications
      a. Organizational Information and Experience
      b. Resume
      c. List of up to Four Similar Projects
   d) Proposal Summary
      a. Detail Scope of Work and Understanding of the Project
      b. Qualifications
   e) Certifications, Affidavits and Forms
   f) Responses
      a. Response to Contract Terms and Conditions
      b. Offeror’s Additional Terms and Conditions
      c. Response to Specifications
   g) Additional relevant Documents not listed in the RFP

2. Proposal Content and Organization- Cost Information
a) In a separate sealed envelope provide lump sum fees for this project based upon each phase identified in the scope of services.

b) Clearly identify reimbursables as a separate line item by project. Include a description of what is included and excluded as a reimbursable.

c) Define any clarifications or exclusions related to the fee proposed.

d) Provide an hourly rate sheet for team members proposed.

3. Organizational References

Up to three (3) Organizational References (Appendix D) must be received directly from the organization submitting the reference. Proposers are responsible for providing these references forms to organization providing references, but the forms MUST NOT be return to the contractor. They can be either mailed or email to the CPO directly by the organization providing the reference. Each reference is worth up to 3.33 Points and can provide up to 10 points or 10% of the overall score.
V. SPECIFICATIONS TO PROPOSAL CONTENT

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.

1. 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.

2. 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.

3. 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 August 16, 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.

4. 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.

5. 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.

6. 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.
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.

2. The Evaluation Committee may use other sources to perform the evaluation as specified in this solicitation.

3. 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 RFP</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Content &amp; Organizational Experience</td>
<td>50 Points</td>
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<tr>
<td>o Letter of Transmittal</td>
<td></td>
</tr>
<tr>
<td>o Table of Contents</td>
<td></td>
</tr>
<tr>
<td>o Statement of Qualifications</td>
<td></td>
</tr>
<tr>
<td>o Organizational Information</td>
<td></td>
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<tr>
<td>o Organizational Experience</td>
<td></td>
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<tr>
<td>o Staff Resumes</td>
<td></td>
</tr>
<tr>
<td>o 4 Similar Project (3 Points Each)</td>
<td></td>
</tr>
<tr>
<td>Proposal Summary</td>
<td>25 Points</td>
</tr>
<tr>
<td>Understanding of project and Scope of Work</td>
<td></td>
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<tr>
<td>o Timeline</td>
<td></td>
</tr>
<tr>
<td>o Responses</td>
<td></td>
</tr>
<tr>
<td>o Certification, Affidavits &amp; Forms</td>
<td></td>
</tr>
<tr>
<td>Cost – Binder 1</td>
<td>15 Points</td>
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<tr>
<td>o Cost of the Project</td>
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<tr>
<td>Organizational references</td>
<td>10 Points</td>
</tr>
<tr>
<td>TOTAL</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 toWaive 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) agrees 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 CPO may terminate the involved contract for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO.

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
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:**

<table>
<thead>
<tr>
<th>Contribution Made By:</th>
<th>____________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relation to Prospective Contractor:</td>
<td>____________________________________________</td>
</tr>
<tr>
<td>Name of Applicable Public Official:</td>
<td>____________________________________________</td>
</tr>
<tr>
<td>Date Contribution(s) Made:</td>
<td>____________________________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________________________</td>
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<tr>
<td>Amount(s) of Contribution(s)</td>
<td>____________________________________________</td>
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<td>____________________________________________</td>
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<tr>
<td>Nature of Contribution(s)</td>
<td>____________________________________________</td>
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<td></td>
<td>____________________________________________</td>
</tr>
<tr>
<td>Purpose of Contribution(s)</td>
<td>____________________________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________________________</td>
</tr>
</tbody>
</table>

(Attach extra pages if necessary)

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
PROJECT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the North Central Regional Transit District (the "Owner" or "NCRTD" or "District") and______, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by both parties.

1. SCOPE OF WORK

Owner wishes to perform the following Project and Contractor is retained to assist with the project set forth in this Agreement (hereinafter, the "Project"). The Project consists of the design and construction of a maintenance facility and affiliated improvements to the District property located at 1327 N. Riverside Drive in Espanola, New Mexico. The Contractor shall be the Owner's representative for purposes of the Project and shall therefore be responsible for review of the work of other contractors performing construction and services to the District during the course of the Project. The Project has been scoped for design and construction as follows:

A. Architectural and engineering components of the Project shall include:

Preliminary Design and Master Plan for New Maintenance Facility 2014 and Updated July 2017 Review:

Completion of Conceptual Maintenance Facility Design:

Recommendations on Design Alternatives to Accommodate Future Expansion:

Value engineering/analysis

Field topo/utility survey of selected site

Phase I geotechnical investigation

Phase II geotechnical investigation

Environmental documentation

Schematic Design:

Plan Development:

Design Development and Specifications:

Cost estimates

Contract Documents

Construction cost estimates and schedule
Permitting and review
NCRTD review
Bidding and Contractor Selection Phase:
Bidding and Award
Bid phase services
Construction Phase Services
Facility maintenance plan
Warranty review
Optional sustainability commissioning services

B. Construction components of the Project include:

All construction work necessary for the design construction and post-construction review and commissioning of the District's maintenance facility. The precise Scope of Work for the construction contract has not been prepared yet and is a part of the above described Architectural and Engineering work. Contractor will be responsible for reviewing and commenting on the construction contract scope of work. Contractor is also responsible for performing all necessary tasks during the construction of the Project to protect the Owner's interests, ensure that the project is built according to the plans and to all relevant construction standards.

C. Specific anticipated task for the Contractor (including items from A and B. above) may consist of but are not limited to the following services:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Activity/Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Phase: General Items</td>
<td></td>
</tr>
<tr>
<td>A.01</td>
<td>Project Oversight</td>
<td>Operate as the single point of contact for the District. Primary role is to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>provide oversight and coordination of the project from the District’s</td>
</tr>
<tr>
<td></td>
<td></td>
<td>perspective to effectively balance costs, time and quality.</td>
</tr>
<tr>
<td>A.02</td>
<td>Scope Budget Management</td>
<td>Work with the team to refine the scope of work to be within the District’s</td>
</tr>
<tr>
<td></td>
<td></td>
<td>budget. Upon the District’s approval of the design</td>
</tr>
</tbody>
</table>
schematics and budget, the design team will prepare the necessary architectural and other design development documents. District’s Representative will review design with respect to compliance with agreed-upon project objectives.

| A.03 | District Project Management | Represent the District at regular project meetings and provide advice that will help facilitate economical, efficient and desirable development and construction procedures. Track project related issues and track follow-through. |
| A.04 | Outside Entity Liaison | Act as liaison between the project team members and assist in the obtaining of building permits, other governmental approvals, authorizations and signoff’s as necessary for the design, construction and operations of the project. Meet with fire departments, cable, power and phone companies to progress design and construction. |
| A.05 | Financial: Master Budget | Review the existing overall project budget including hard and soft costs. Generate and track budgets by project and by total. Establish a process by which all changes can be priced, submitted, reviewed and added or subtracted from the project cost. Review and submit, with recommendations, all requests for payment under vendor agreements, provided that all such payments shall be subject to District approval. Update the project budget regularly and provide monthly status reports. Coordinate with District’s finance and accounting departments on related budget and financial matters. Consider hard and soft costs (i.e., construction, design, management, testing, permitting, connection fees, contingency funds, etc.) |
| A.06 | Schedule | Prepare a comprehensive project schedule, update the project schedule regularly and include with monthly status reports. |
| A.07 | Communication: Protocol | Outline communication channels for decision making. |
| A.08 | Building Inspections | Work with the General Contractor and the Design Team along with the District to obtain compliance with the inspections required. Submit and record final documentation. Obtain and track building inspection authorizations. |
| A.10 | Notices to Proceed | Issue notices to proceed on appropriate phases when all necessary requirements have been completed. |
| A.11 | Notice of Substantial Completion | Issue notices of Substantial Completion |
| A.12 | Notices of Approval Occupants/Use | Issue notices of Approval of Occupants/Use |
| A.13 | Notices of Final Acceptance | Issue notices of Final Acceptance |
| A.14 | Communication: Records | Maintain appropriate compliance with the Open Records process. |

| A | Total: General Items | |
| B | Phase: Procurement | |
| B.01 | General Contractor Procurement | Assist in review of Requests for Qualifications (RFQs) and Request for Proposals (RFPs). Review proposals, provide supplemental information, Attend interviews. Assist in negotiating Contracts. |
| B.02 | Procurement: Commissioning Agent Consultant | Work with District to procure Commissioning agent consultant through proper procurement process and manage agreement. |
| B.03 | GC Pricing review and generation. Generate final Contract amendment | Meetings and coordination with General Contractors (GC) during various phases of design. Review bids received from subcontractors. |

| B | Total: Procurement | |
| C | Phase: Construction | |
| C.01 | Construction: Permitting | Work with team to obtain permits required for the project. |
| C.02 | Construction: Insurance | Work with the General Contractor to establish proper documentation related to bonds and insurance. |
| C.03 | Construction: Meetings | Attend weekly project meetings. Review weekly minutes for accuracy (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports. |
| C.04 | Construction: Design Team | Monitor the construction phase activities of the design and engineering firm(s), including the following:  
a. Technical review and approval of materials submittals and samples  
b. Resolution of technical questions that may arise during construction  
c. Review and opinion on change orders subject to Client approval  
d. Field reports |
| C.05 | Construction: Records | Maintain District’s record copies and permanent project files of necessary design and construction related communications. Includes periodic construction progress photographs. |
| C.06 | Construction: Guide District | Resolve questions asked of District that may arise during construction. |
| C.07 | Construction: Observation | Monitor that the terms of the contract are enforced. Monitor progress of construction work to determine compliance with the drawings and specifications. |
| C.08 | Construction: Safety | Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and LLEO) |
| C.09 | Construction: Staging | Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones. |
| C.10 | Communication: Updates | Advise the District on issues including construction costs, schedule, coordination, and District occupancy. Notify District if there is deviation from project progress. |
| C.11 | Construction: Material Testing | Verify and document that inspections and testing reports take place as required. Review reports and monitor that deficiencies are addressed. |
| C.12 | Construction: | Coordinate the documenting and |
| C.13 | Financial: Change Orders | Assist the District in the review of pending Change Orders. Resolve any disputes or claims related to approval or denial of a Change Order. |
| C.14 | Financial: Master Budget | Review appropriateness of each pay application with the design team and track that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application. |
| C.15 | Installation: IT | Assist with scheduling and implementation of technology and security as it applies to the project. |

**C Total: Construction**

**D Phase: Closeout, Move In & Post-Construction**

| D.01 | Punch List | Schedule and assist the District in developing punch lists for the project completion and attend all walk-throughs. |
| D.02 | Training | Training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. |
| D.03 | Close-Out Documentation | Assist the District in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-buils or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos. |
| D.04 | Financial: Final Budget | Provide description of final budget with record of expenditures. |
2. **SCHEDULING 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. Time is of the essence in completion of the Maintenance Facility construction project. The District has express federal restrictions on project expenditures, substantial completion and final completion. The Offeror should submit a timetable consistent with those restrictions and the
general project schedule and should anticipate foreseeable restrictions and conditions that would impair the accomplishment of the final construction on time and within budget. The following critical dates are mandated by the FTA for this project:

- **Completion of Final Design:** February 2020
- **Planned Construction Start Date:** May 2020
- **Planned Construction Substantial Completion Date:** May 2021
- **Planned Revenue Service Date:** June 2021
- **Period of Performance End Date:** November 2021
- **Planned Project Closeout Date:** December 2021

3. **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.

4. **COMPENSATION**
   
   A. The OWNER shall pay to the Contractor a lump sum fee of (__________) plus gross receipts tax, for the services described herein.
   
   B. Payment on services shall be made upon the following terms:
   
   C. Payment for Reimbursable Expenses shall be made as follows:

5. **TERM AND EFFECTIVE DATE**

   This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate June 30, 2022 unless terminated (pursuant to paragraph 7 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 District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District 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 District upon termination and shall be submitted to the District 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 other than as expressly authorized by the NCRTD as Owner. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation beyond the scope of this Agreement. 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 anyway 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 District and participating directly or indirectly in the District’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 District'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 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 are material representations of fact upon which the District 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 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 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.

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 $ 2,000,000.00 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 Contractor’s 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. 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 five hundred dollars ($500.00) 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. **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.

29. **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.
30. **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:


31. **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.


**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 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 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.

GOVERNMENT-WIDE DEBARMMENT 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 construction management contract and therefore does not directly require compliance with Buy America, the Contractor shall manage 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 including any impacts that may have on the time required to obtain proper materials.

**LOYBING**

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.

**Seismic Safety Requirements**

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

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor follows the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**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 Disadvantaged Business Enterprises in Department of Transportation Financial Assistance
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

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.

32. COMPLIANCE WITH STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 93100 CAPITAL APPROPRIATION PROJECT AGREEMENT.

The Parties understand and agree that goods and services purchased under this Agreement may be subject to the requirements of the "Grantee's" (District's) Agreement with the State of New Mexico for capital appropriations utilized for the Project. The following State requirements are hereby incorporated into this Agreement.

A. The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

B. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

C. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
D. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for
influencing or attempting to influence an officer or employee of this or any agency or body in connection
with the awarding of any Third Party Obligation and that the Grantee shall require certifying language
prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans
and cooperative agreements. All subrecipients shall be required to certify accordingly.

E. The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-
appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by
funds made available under this Agreement and (ii) entered into after the effective date of this Agreement
that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by
the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and
authorization are not made by the Legislature, the North Central Regional Transit District may
immediately terminate this Agreement by giving Contractor written notice of such termination. The North
Central Regional Transit District's decision as to whether sufficient appropriations are available shall be
accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of
contract claim against the North Central Regional Transit District, the Department of Finance and
Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of
immediate or Early Termination of this Agreement by the North Central Regional Transit District or the
Department."

F. Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a
termination clause in all contracts that are (i) funded in whole or part by funds made available under this
Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement.
Should DFA/LGD early terminate the grant agreement, the North Central Regional Transit District may
early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the
North Central Regional Transit District’s only liability shall be to pay Contractor for acceptable goods
delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the
State of New Mexico in the event of Early Termination of this Agreement by the Department.

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
APPENDIX C

LETTER OF TRANSMITTAL FORM
APPENDIX C
Letter of Transmittal Form

RFP#: _______________________________
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 August 16, 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.
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 directly to North Central Regional Transit District, c/o Chief Procurement Officer 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@ncrtnd.org

no later than August 16, 2019 and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Chief Procurement Officer 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?
2. How would you rate this firm's knowledge and expertise?  
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

2. 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

[RTD Logo]

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.

__________________________ Signature of Contractor's Authorized Official

__________________________ Name and Title of Contractor's Authorized Official

__________________________ Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

      1. Debarred
      2. Suspended
      3. Proposed for debarment
      4. Declared ineligible
      5. Voluntarily excluded
      6. Disqualified

   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

      1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      2. Violation of any Federal or State antitrust statute, or
      3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property

   c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

   d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds $25,000,

2. Is for audit services, or

3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

   a. Debarred from participation in its federally funded Project,
   b. Suspended from participation in its federally funded Project,
   c. Proposed for debarment from participation in its federally funded Project,
   d. Declared ineligible to participate in its federally funded Project,
   e. Voluntarily excluded from participation in its federally funded Project,
   f. Disqualified from participation in its federally funded Project,

3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor____________________________________________________

Signature of Authorized Official __________________________________

Date_____/_____/_______

Name and Title of Contractor’s Authorized Official__________________________

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 am ____________________________ 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 2019-006 Construction Owners Representative

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: ______________
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.
DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for North Central Regional Transit District (NCRTD) hereinafter referred to as “Subrecipient.”

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 marketplace 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 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.

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Subrecipient Official</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Printed Name of Subrecipient Official</td>
</tr>
</tbody>
</table>
Project Management Services Agreement
PROJECT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the North Central Regional Transit District (the "Owner" or "NCRTD" "District") and NorthStar NM LLC, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by both parties.

1. SCOPE OF WORK

Owner wishes to perform the following Project and Contractor is retained to assist with the project set forth in this Agreement (hereinafter, the "Project"). The Project consists of the design and construction of a maintenance facility and affiliated improvements to the District property located at 1327 N. Riverside Drive in Espanola, New Mexico. The Contractor shall be the Owner's Representative for purposes of the Project and shall therefore be responsible for review of the Work of other contractors performing construction and services to the District during the course of the Project. The Project has been scoped for design and construction as follows:

A. Architectural and engineering components of the Project shall include and be provided by the Design Team under a separate Contract:

Preliminary Design and Master Plan for New Maintenance Facility 2014 and Updated July 2017 Review:
Completion of Conceptual Maintenance Facility Design:
Recommendations on Design Alternatives to Accommodate Future Expansion:
Value engineering/analysis
Field topo/utility survey of selected site
Phase I geotechnical investigation
Phase II geotechnical investigation
Environmental documentation
Schematic Design:
Plan Development:
Design Development and Specifications:
Cost estimates
Contract Documents
Construction cost estimates and schedule
Permitting and review
NCRTD review
Bidding and Contractor Selection Phase: Bidding and Award
Bid phase services
Construction Phase Services
Facility maintenance plan
Warranty review
Optional sustainability commissioning services

B. Construction components of the Project include:

All construction work necessary for the design construction and post-construction review and commissioning of the District's maintenance facility. The precise Scope of Work for the construction contract has not been prepared yet and is a part of the above described Architectural and Engineering work.

C. Contractor shall be responsible for reviewing and commenting on the construction contract scope of work. Contractor is also responsible for performing all necessary tasks during the construction of the Project to protect the Owner's interests, ensure that the project is built according to the plans and to all relevant construction standards. Specific anticipated task for the Contractor (NOT including items from A and B. above) may consist of but are not limited to the following services:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Activity/Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.01</td>
<td>Project Oversight</td>
<td>Operate as the single point of contact for the District. Primary role is to provide oversight and coordination of the project from the District’s perspective to effectively balance costs, time and quality.</td>
</tr>
<tr>
<td>A.02</td>
<td>Scope Budget Management</td>
<td>Work with the team to refine the scope of work to be within the District’s budget. Upon the District’s approval of the design</td>
</tr>
</tbody>
</table>
schematics and budget, the design team will prepare the necessary architectural and other design development documents. District’s Representative will review design with respect to compliance with agreed-upon project objectives.

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<tr>
<td></td>
<td>District Project Management</td>
<td>Represent the District at regular project meetings and provide advice that will help facilitate economical, efficient and desirable development and construction procedures. Track project related issues and track follow-through.</td>
</tr>
<tr>
<td>A.03</td>
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<tr>
<td></td>
<td>Outside Entity Liaison</td>
<td>Act as liaison between the project team members and assist in the obtaining of building permits, other governmental approvals, authorizations and signoff’s as necessary for the design, construction and operations of the project. Meet with fire departments, cable, power and phone companies to progress design and construction.</td>
</tr>
<tr>
<td>A.04</td>
<td></td>
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<tr>
<td></td>
<td>Financial: Master Budget</td>
<td>Review the existing overall project budget including hard and soft costs. Generate and track budgets by project and by total. Establish a process by which all changes can be priced, submitted, reviewed and added or subtracted from the project cost. Review and submit, with recommendations, all requests for payment under vendor agreements, provided that all such payments shall be subject to District approval. Update the project budget regularly and provide monthly status reports. Coordinate with District’s finance and accounting departments on related budget and financial matters. Consider hard and soft costs (i.e., construction, design, management, testing, permitting, connection fees, contingency funds, etc.)</td>
</tr>
<tr>
<td>A.05</td>
<td></td>
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<tr>
<td></td>
<td>Schedule</td>
<td>Prepare a comprehensive project schedule, update the project schedule regularly and include with monthly status reports.</td>
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<tr>
<td>A.06</td>
<td></td>
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<tr>
<td>A.07</td>
<td>Communication: Protocol</td>
<td>Outline communication channels for decision making.</td>
</tr>
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</tr>
<tr>
<td>A.08</td>
<td>Building Inspections</td>
<td>Work with the General Contractor and the Design Team along with the District to obtain compliance with the inspections required. Submit and record final documentation. Assist in obtaining and tracking building inspection authorizations.</td>
</tr>
<tr>
<td>A.10</td>
<td>Notices to Proceed</td>
<td>Advise the Owner on and Design Team Issuing notices to proceed on appropriate phases when all necessary requirements have been completed.</td>
</tr>
<tr>
<td>A.11</td>
<td>Notice of Substantial Completion</td>
<td>Advise the Owner and Design Team and assist in Issuing notices of Substantial Completion</td>
</tr>
<tr>
<td>A.12</td>
<td>Notices of Approval Occupants/Use</td>
<td>Advise the Owner and Design Team and assist in Issuing notices of Approval of</td>
</tr>
<tr>
<td>A.13</td>
<td>Notices of Final Acceptance</td>
<td>Advise the Owner and Design Team in Issuing notices of Final Acceptance</td>
</tr>
<tr>
<td>A.14</td>
<td>Communication: Records</td>
<td>Maintain appropriate compliance with the Open Records process.</td>
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<thead>
<tr>
<th>A</th>
<th>Total: General Items</th>
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<table>
<thead>
<tr>
<th>B</th>
<th>Phase: Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.01</td>
<td>General Contractor Procurement</td>
</tr>
<tr>
<td>B.02</td>
<td>Procurement: Commissioning Agent Consultant</td>
</tr>
<tr>
<td>B.03</td>
<td>GC Pricing review and generation. Generate final Contract amendment</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>B</th>
<th>Total: Procurement</th>
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<tr>
<th>C</th>
<th>Phase: Construction</th>
</tr>
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<tbody>
<tr>
<td>C.01</td>
<td>Construction: Permitting</td>
</tr>
<tr>
<td>C.02</td>
<td>Construction: Insurance</td>
</tr>
<tr>
<td>C.03</td>
<td>Construction: Meetings</td>
</tr>
</tbody>
</table>
| C.04 | Construction: Design Team | Monitor the construction phase activities of the design and engineering firm(s), including the following:  
a. Technical review and approval of materials submittals and samples  
b. Resolution of technical questions that may arise during construction  
c. Review and advise on change orders subject to Client approval  
d. Field reports |
| C.05 | Construction: Records | Maintain District’s record copies and permanent project files of necessary design and construction related communications. Includes periodic construction progress photographs. |
| C.06 | Construction: Guide District | Resolve questions asked of District that may arise during construction. |
| C.07 | Construction: Observation | Monitor that the terms of the contract are enforced. Monitor progress of construction work to determine compliance with the drawings and specifications. |
| C.08 | Construction: Safety | Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and LEEO) |
| C.09 | Construction: Staging | Advise on the placement of construction trailers, fences, signage, staging areas, and construction traffic zones. |
| C.10 | Communication: Updates | Advise the District on issues including construction costs, schedule, coordination, and District occupancy. Notify District if there is deviation from project progress. |
| C.11 | Construction: Material Testing | Verify and document that inspections and testing reports take place as required. Review reports and monitor that deficiencies are addressed. |
| C.12 | Construction: | Coordinate the documenting and |
Observation  photographing of the construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the District of non-conforming work with the Contract Documents and methods to resolve the issues.

| C.13 | Financial: Change Orders | Assist the District in the review of pending Change Orders. Resolve any disputes or claims related to approval or denial of a Change Order. |
| C.14 | Financial: Master Budget | Review appropriateness of each pay application with the design team and track that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application. |
| C.15 | Installation: IT | Assist with scheduling and implementation of technology and security as it applies to the project. |

| C | Total: Construction |
| D | Phase: Closeout, Move In & Post-Construction |

<p>| D.01 | Punch List | Schedule and assist the District and Design Team in developing punch lists for the project completion and attend all walk-throughs. |
| D.02 | Training | Ensure the General Contractor for Construction provides all required Training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. |
| D.03 | Close-Out Documentation | Assist the District in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos. |
| D.04 | Financial: Final Budget | Provide description of final budget with record of expenditures. |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.05</td>
<td>Financial: Final Budget</td>
<td>Assist the District in acceptance and issuance of the final pay application and verify that the advertising for final payment has been completed.</td>
</tr>
<tr>
<td>D.06</td>
<td>Certificate of Occupancy</td>
<td>Oversee that all Third-Party inspections are complete, and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.</td>
</tr>
<tr>
<td>D.07</td>
<td>Project Review</td>
<td>Initiate a team evaluation of the process and final product and include lessons learned for all participants.</td>
</tr>
<tr>
<td>D.08</td>
<td>Project Commissioning</td>
<td>Monitor the final commissioning process with the project team.</td>
</tr>
<tr>
<td>D.09</td>
<td>Final reports and documentation</td>
<td>Submit a final report, archive online documentation</td>
</tr>
</tbody>
</table>

**D Total: Closeout Move In & Post-Construction**

**E Phase: Warranty Period**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.01</td>
<td>11 Month Walk Through</td>
<td>Schedule and attend the 11-month warranty walk through with the design team.</td>
</tr>
<tr>
<td>E.02</td>
<td>Warranty Items</td>
<td>Assist the District with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.</td>
</tr>
</tbody>
</table>

**E Total: Warranty Period**

### 2. SCHEDULING AND BUDGET

At the start of the project, the Contractor will be expected to produce a general 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. Time is of the essence in completion of the Maintenance Facility construction project.

The District has express federal restrictions on project expenditures, substantial completion and final completion. The Offeror should submit a timetable consistent with those restrictions and the
general project schedule and should anticipate foreseeable restrictions and conditions that would impair the accomplishment of the final construction on time and within budget. The following critical dates are mandated by the FTA for this project:

Completion of Final Design: February 2020
Planned Construction Start Date: May 2020
Planned Construction Substantial Completion Date: May 2021
Planned Revenue Service Date: June 2021
Period of Performance End Date: November 2021
Planned Project Closeout Date: December 2021

3. **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.

4. **COMPENSATION – See attached Cost Proposal**

A. The OWNER shall pay to the Contractor a lump sum fee of: A
   
   not to exceed price of One Hundred Forty Seven Thousand Three Hundred Ten Dollars and zero cents ($147,310.00)
   
   Excluding Gross Receipts tax, for the services described herein. The estimated applicable gross tax receipts (GRT) are eleven thousand six hundred six and sixty-six cents ($ 11,600.66)

B. Payment on services shall be made upon the following terms:

   Paid Monthly within 30 days after invoice was received

C. Payment for Reimbursable Expenses shall be made as follows:

   Reimbursables are included in the lump sum fee.
5. **TERM AND EFFECTIVE DATE**

This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate June 30, 2022 unless terminated (pursuant to paragraph 7 below) or extended by mutual written agreement of the parties.

6. **BREACHES AND DISPUTE RESOLUTION**

A. 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 District’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 District’s Executive Director. 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 District’s Executive Director 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.

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

C. 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.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District 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.

E. 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 District 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.

7. **TERMINATION**

A. Termination for Convenience (General Provision) the District may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the District's best interest at least thirty (30) days prior to the intended date of termination. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall
promptly submit its termination claim to the District. If contractor is in possession of any of the District’s property, contractor shall account for same, and dispose of it as the District directs.

B. 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.

C. Termination for Default [Breach or Cause] (General Provision) If the contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the District that 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 contractor, the District, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

D. Opportunity to Cure The District in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the District's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the District setting forth the nature of said breach or default, the District 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 the District from also pursuing all available remedies against contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach In the event that the District elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

F. Termination for Convenience (Professional or Transit Service Contracts) the District, by written notice, may terminate this contract, in whole or in part, when it is in the District's interest. If the contract is terminated, the District shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
G. Termination for Default (Supplies and Service) If 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 District may terminate this contract for default. The District shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the District’s convenience.

H. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the District goods, contractor shall, as directed by the District, protect and preserve the goods until surrendered to the District or its agent. Contractor and the District shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the District’s convenience.

I. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the District may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the worksite necessary for completing the work. Contractor and its sureties shall be liable for any damage to the District resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the District in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the District, acts of another contractor in the performance of a contract with the District, epidemics, quarantine restrictions,
strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the District’s judgment, delay is excusable, the time for completing the work shall be extended. The District’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the District’s convenience.

J. Termination for Convenience or Default (Architect & Engineering) the District may terminate this contract in whole or in part, for the District's convenience or because of contractor’s failure to fulfill contract obligations. The District shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the District all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the District’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the District may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the District. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the District’s convenience.

K. Termination for Convenience or Default (Cost-Type Contracts) the District may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the District or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the District, or property supplied to contractor by the District. If termination is for default, the District may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the District and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the District’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the District determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the District, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
L. 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 District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District 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 District upon termination and shall be submitted to the District 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 other than as expressly authorized by the NCRTD as Owner. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation beyond the scope of this Agreement. 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 anyway 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 District and participating directly or indirectly in the District’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 District'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 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 are material representations of fact upon which the District 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 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 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.

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.

D. General Liability Insurance shall be in the amount of $2,000,000.00 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 Contractor’s 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 NorthStar, NM, LLC.,
1327 N. Riverside Drive 7020 Tesuque Dr. NW
Española, NM 87532 Albuquerque, NM 87120

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. 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.

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. **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.

29. **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.

30. **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:


31. **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.

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 CFR Part 31 18
U.S.C. 1001
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


Access to Records - 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 the FTA The District or a subgrantee of the FTA The District in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA The District or a subgrantee of FTA The District 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 The District or a subgrantee of FTA The District 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 The District or a subgrantee of FTA The District 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. 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).

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 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.

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.
Although this is a construction management contract and therefore does not directly require compliance with Buy America, the Contractor shall manage 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 including any impacts that may have on the time required to obtain proper materials.

**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.

**BYRD ANTI-LOBBYING AMENDMENT**


Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the District. 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
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 The Districts shall certify and
disclose accordingly.

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.
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.

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

he regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor follows the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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 District shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The District shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Project. Failure by The District 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 District signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
C. The District 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 The Districts or contractors shall take all necessary and reasonable steps in accordance with 49.

D. The District 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 District 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 District 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 The Districts, 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),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with 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.

32. COMPLIANCE WITH STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 93100 CAPITAL APPROPRIATION PROJECT AGREEMENT.

The Parties understand and agree that goods and services purchased under this Agreement
may be subject to the requirements of the "Grantee's" (District's) Agreement with the State of New Mexico for capital appropriations utilized for the Project. The following State requirements are hereby incorporated into this Agreement.

A. The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

B. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

C. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

D. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All The Districts shall be required to certify accordingly.

E. The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the North Central Regional Transit District may immediately terminate this Agreement by giving Contractor written notice of such termination. The North Central Regional Transit District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the North Central Regional Transit District, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the North Central Regional Transit District or the Department.”

F. Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the North Central Regional Transit District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the North Central Regional Transit District's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

OWNER/NCRTD:

Anthony Mortillaro, Executive Director

DATE: ______________________

CONTRACTOR:

By: Northstar NM LLC
Name: Clay Simmons
Title: Owner
Date: ______________________
NM Taxation & Revenue CRS No. Local Business Reg. No.03-338005-00-8
DATE: ______________________

APPROVED AS TO FORM:

Peter Dwyer, NCRTD Legal Counsel
Title: Discussion and Consideration of Resolution No. 2019-36 Adoption of a Resolution to Adjust Budgeted Revenues and Expenditures and Reallocation of CIP Funding for FY 2020.

Prepared By: Hector E. Ordoñez, Director of Finance

Summary: The NCRTD Finance Department is asking for a budget amendment to (1) carry forward and increase revenue accounts to offset expenditures that were budgeted for and ordered in FY2019 but will not be received within 60 days of the end of the Fiscal Year as required by general accepted accounting principles (GAAP); (2) increase the worker’s comp insurance and Technological Improvements Expense line items for unexpected increases in expenses that were estimated during the FY2020 Budgetary Process: and (3) re-allocate CIP Funding Approved by the Board from one CIP project to another. If approved, the new operating and capital Budget for FY 2020 will be $20,833,428.

Background: The NCRTD Staff is seeking a Budget Amendment to carry forward revenues and accompanying expenditures that were budgeted and ordered but not received in the prior fiscal year (FY2019). The Finance Department is asking the Board to increase the following revenue accounts: Federal, State Capital Outlay, Tribal Grant and Local Match to offset expenditures linked to the acquisition of seven buses, the related vehicle components and equipment, bus shelters and improvements, driver uniforms and furniture.

In addition, the Finance Department is asking the Board to increase the Operating Budget by $88,500 to increases in Workers Comp Insurance and a Fleet & Maintenance Asset Management System

Lastly, the Finance Department is asking the Board permission to reallocate $35,100 from the Bus DVR Replacement Project to the Replacement of 3G Modems and Routers project. The breakdown of the increase request is as follows:

**Carry-Forward from FY 2019 Request**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Grants – 5311 Capital Buses</td>
<td>$468,224</td>
</tr>
<tr>
<td>Federal Grants – 5307 Capital</td>
<td>$37,624</td>
</tr>
<tr>
<td>Federal Grants – TAP</td>
<td>$96,915</td>
</tr>
<tr>
<td>State Capital Outlay</td>
<td>$195,000</td>
</tr>
<tr>
<td>Tribal Transit Grants</td>
<td>$81,180</td>
</tr>
<tr>
<td>Local Match – Vehicle Equipment</td>
<td>$230,150</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,109,093</strong></td>
</tr>
</tbody>
</table>
**Expenses:**
- New Vehicles $ 676,400
- Vehicle Components & Related Equipment 224,280
- Bus Shelters 78,730
- Bus Shelter Improvements –TAP 113,430
- Uniforms 11,834
- Furniture under $5K 4,419

**Budget Increase Request**

**Revenues:**
- Federal Grants – 5311 Operating Worker’s Compensation Ins $ 32,725
- Local Match – Worker’s Compensation Insurance 55,775
- & Asset Management System’ $ 88,500

**Expenses:**
- Worker’s Compensation Insurance $ 38,500
- Asset Management System 50,000

**Reallocations of Funds Request**

**Capital Expenses:**
- Bus DVR Replacement Project $ <35,100>
- Replacement of 3G Modems & Routers Project 35,100

**Recommended Action/Proposed Motion:** It is recommended that the Board of Directors discusses and reviews the information presented to increase the capital and operating budget of the District to be able to fulfill legal obligations or contracts entered in the prior year. The Finance Subcommittee reviewed the requested Budget Amendment at their August 22, 2019 meeting and they are recommending the Boards consideration of this request.

**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 fiscal impact will be an increase of $1,197,593 to the overall budget. The Final Budget Amount if approved by the Board will be $20,833,428.

**Attachment(s):**
- Resolution No. 2019-36
- Open Purchase Orders Report
North Central Regional Transit District (NCRTD)
Resolution 2019-36

ADOPTION OF A RESOLUTION TO ADJUST BUDGETED REVENUES AND EXPENDITURES AND REALLOCATION OF CIP FUNDING FOR FY 2020.

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year (FY) 2020; and

WHEREAS, the District staff is requesting adjustments to the approved budget; and

WHEREAS, the District must maintain a balanced budget; and

WHEREAS, the proposed adjustments maintain a balanced budget without fundamentally altering any district service; and

WHEREAS, the proposed adjustments increase the budget to allow for certain unanticipated expenses including expenditures linked to the acquisition of seven buses, the related vehicle components and equipment, bus shelters and improvements, the acquisition of an asset management system, increase in worker’s compensation insurance, driver uniforms and furniture; and

WHEREAS, the proposed adjustment also reallocates $35,100 from the Bus DVR Replacement Project to the Replacement of 3G Modems and Routers project; and

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to make the budget adjustments and reallocations shown below are approved and adopted this 6th day of September 2019.

Revenues:
Federal Grants – 5311 Capital Buses $ 468,224
Federal Grants – 5311 Operating Worker’s Comp 32,725
Federal Grants – 5307 Capital 37,624
Federal Grants – TAP 96,915
State Capital Outlay 195,000
Tribal Transit Grants 81,180
Local Match – Worker’s Compensation Insurance 5,775
Local Match – Vehicle Equipment & Asset Management System 280,150

$ 1,197,593
Expenses:
New Vehicles $ 676,400
Vehicle Components & Related Equipment 224,280
Asset Management System 50,000
Bus Shelters 78,730
Bus Shelter Improvements –TAP 113,430
Worker’s Compensation Insurance 38,500
Uniforms 11,834
Furniture under $5K 4,419
Bus DVR Replacements Project <35,100>
3G Modems & Routers Replacement Project 35,100

$ 1,197,593

District staff is further directed to submit the Budget Adjustment to the New Mexico Department of Finance Administration, Local Government Division for their review and approval.

PASSED APPROVED AND ADOPTED, this 6th day of September 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
<table>
<thead>
<tr>
<th>Vendor</th>
<th>PO Number</th>
<th>GL Code</th>
<th>GL Account</th>
<th>PO Total</th>
<th>Open Balance</th>
<th>Description</th>
</tr>
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<tbody>
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<td>6330145</td>
<td>New Bus</td>
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<td>12,050.00</td>
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<td>78,150.00</td>
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<td>9,020.00</td>
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<td>New Bus</td>
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<td>288,800.00</td>
<td>4- 14 Seat Buses - 5311</td>
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<td>6330140</td>
<td>Vehicle Components and related Equipment</td>
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<td>39,312.00</td>
<td>7 Apollo Video Equipment - 5311</td>
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<td>6330140</td>
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<td>28,112.00</td>
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<td>Hanover Bus Signs</td>
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<td>6330140</td>
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<td>35,000.00</td>
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<td>Hanover Bus Signs</td>
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<td>Vehicle Components and related Equipment</td>
<td>7,000.00</td>
<td>7 Hanover Signs @ $5,000</td>
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<td>14,000.00</td>
<td>11,200.00</td>
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<td>2,800.00</td>
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<td>6111000</td>
<td>Uniforms</td>
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<td>11,833.48</td>
<td>PO 7438 Galls LLC</td>
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<td>6111110</td>
<td>Furniture</td>
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<td>6330130</td>
<td>Bus Shelter</td>
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<td>70,730.00</td>
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<td>6330155</td>
<td>Bus Shelter Improvements TAP</td>
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<td>96,914.59</td>
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<td>Tolar Manufacturing</td>
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<td>6330155</td>
<td>Bus Shelter Improvements TAP</td>
<td>16,515.41</td>
<td>16,515.41</td>
<td>2 Bus Shelters &amp; Benches - GRT</td>
</tr>
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</table>

**Total Open POs**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>PO Number</th>
<th>GL Code</th>
<th>GL Account</th>
<th>PO Total</th>
<th>Open Balance</th>
</tr>
</thead>
<tbody>
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<td>1,109,091.03</td>
<td>1,109,091.03</td>
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</tbody>
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Page: 1
Title: Discussion and Consideration of Staff Request to Submit Two Projects to the New Mexico Department of Transportation (NMDOT) for Funding.

Prepared By: Michael Valverde, Transit Planner

Summary: NCRTD intends to apply for approximately $220,000 of projects through NMDOT’s Pilot Project solicitation. NCRTD plans to submit two projects, one would be to expand paratransit service to the communities of Arroyo Seco, Sombrillo, Santa Cruz, La Puebla, Cuartelez and Chimayo in Santa Fe County. A second project would expand the Chile Ride service area from 0.75 miles from the Chile Red line to 2 miles from the Chile Red line enabling NCRTD to serve Taos and the surrounding communities. The cost for the projects include the acquisition of two (2) ADA compliant vans and costs associated with staffing the service. The anticipated local match will be the cost of advertising and administering the service.

Background: In August of 2019 the New Mexico Transit Association (NMTA) sent out a letter to the public transit providers of New Mexico asking for pilot projects to be submitted for consideration by NMDOT.

Recommended Action/Proposed Motion: It is recommended that the Board approve Resolution No. 2019-37, as the State funds would allow NCRTD to expand service. The deadline for submittal to NMTA is September 21, 2019

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 local match will be the cost of the advertising and administration of the projects. Continuing funding for the projects is not guaranteed. Operating cost of the two projects is estimated at $10,000 annually.

Attachment(s):
- NMTA Pilot Project Announcement
Dear NMTA Members:

Most recently the NMTA Legislative Committee met with New Mexico Department of Transportation Cabinet Secretary Michael Sandoval regarding NMTA’s efforts to secure a recurring source of funding for public transit. In our discussions, it was quite apparent that Secretary Sandoval is supportive and acutely aware of the challenges of public transit funding and the need that it addresses in our rural and urban communities. As a result of his support of public transit he has offered to consider a $1 million pilot project opportunity for funding transit projects during this fiscal year.

The Board of NMTA is requesting public transit agencies to consider submitting projects to the Board that can be submitted to the NMDOT Transit and Rail Division for review and subsequent recommendations to Secretary Sandoval for funding consideration. The general parameters for your submittal are as follows:

1. The project should target the elderly and/or children with an emphasis in rural areas;
2. The project can target transportation services to get people to treatment centers for substance use disorder and recovery and as a diversion from incarceration;
3. The project should focus on connecting these target groups to hospitals, health clinics or treatment centers;
4. The project may be an existing program that has a need for expansion of the service;
5. The project should not supplant any existing funding going into your public transit system or to an existing project;
6. The pilot funding can cover operating and capital costs associated with service;

Proposal should include:
1. Your proposal should include a brief description of your agency;
2. Your proposal should include a narrative of the project;
3. Your proposal should discuss your ability to administer the project, timeline and anticipated start date;
4. Your proposal should also discuss the project costs and whether there will be a need for recurring funding for project continuity and the amounts, and the ability to provide local match funds;

Deadline: Your proposal should be submitted to NMTA no later than September 21, 2019. NMTA will forward submitted projects to NMDOT Transit and Rail Division.

Please feel free to contact me, or Anthony Mortillaro at NCRTD should you have any questions about this matter.

Joe Hardin,
President NMTA
Title: Discussion and Review of the Quarterly Investment Report – 4th Qtr. FY2019

Prepared By: Hector E. Ordonez, Director of Finance

Summary:
- As of June, 30 2019, our total investment portfolio amount (excluding the checking account balance deposited in Enterprise Bank & Trust) was $5,369,419.99
- 47.08% of our Investments consisted of CDs
- The average rate of return was 1.26%
- The average length of maturity of all investments is 11.14 months
- 15 CDs, 2 Municipal Bonds and 1 Treasury Bill were outstanding, and 7 CDs and 1 Treasury Bill had been redeemed.

<table>
<thead>
<tr>
<th>Amount Invested YTD</th>
<th>YTD Earnings</th>
<th>% of portfolio</th>
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</thead>
<tbody>
<tr>
<td>Checking Account</td>
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<td>$1,199.48</td>
</tr>
<tr>
<td>Cetera Fund Interest &amp; T-Bills</td>
<td>$1,356,026.23</td>
<td>$1,141.15</td>
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<tr>
<td>Local Banks/Credit Unions CDs</td>
<td>$262,399.54</td>
<td>$2,555.22</td>
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<tr>
<td>Brokered CDs</td>
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<tr>
<td>Total</td>
<td>$7,967,187.90</td>
<td>$80,890.07</td>
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</table>

Background:
The NCRTD invests through various FDIC insured institutions around the United States mostly through Broker Certificates of Deposit. At the end of the fourth quarter the value of the investment portfolio was $7,967,187.90 This is an increase of $68,923.69 from the 3rd Qtr. of FY19.
The breakdown of the increase is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<tr>
<td>Increase Local Gov Portfolio- Interest</td>
<td>$22.01</td>
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<tr>
<td>Sandia CD- Interest</td>
<td>$809.76</td>
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<tr>
<td>Increase in Flex Insure Cash Acc</td>
<td>$261,728.37</td>
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<tr>
<td>Decrease Cetera Brokered CDS</td>
<td>&lt;$233,537.37&gt;</td>
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<tr>
<td><strong>Total (Net) Increase</strong></td>
<td><strong>$68,923.69</strong></td>
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</tbody>
</table>

Cetera, an affiliate of LANB, our investment broker continues to invest in CDs, Municipal Bonds and Treasury Bills at the direction of Executive Director and Director of Finance. As of June 30, the District had 15 CDs, 2 Municipal Bonds and 1 Treasury Bill outstanding, and seven (7) CDs and one (1) US Treasury Bill had been redeemed. We continue to invest in short term instruments to lower the average maturity date on the investment instruments. Having said that we started to see a decrease in interest rate. If the trend continues, we will start investing in long term instruments to lock in the interest rates. The cost basis of all the instruments currently opened under Cetera is $3,675,000 which is the total amount invested during the year ($5,380,000) minus CDs redeemed ($1,705,000).

Total interest received year during Fiscal Year 2019 was $80,890.07. The frequency from which interest is earned varies from investment to investment, some investment is earned monthly, quarterly, semiannually, annually and/or at the redemption date. The term dates between CDs are 3, 6, 12, 18, 21 and 24 months.

**Recommended Action/Proposed Motion:**
It is recommended that the Board of Directors discuss and review the information presented to the Finance Subcommittee during the August 22, 2019 and move to accept as presented.

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

**Fiscal Impact:**
None

**Attachment(s):**
- Quarterly Investment Report – 4th Qtr. FY 2019
<table>
<thead>
<tr>
<th>Date Opened</th>
<th>Term / Months</th>
<th>Expiration Date</th>
<th>Rate</th>
<th>Amount Invested</th>
<th>YTD Total Earnings</th>
<th>Redeemed/Closed Transactions</th>
<th>Investment Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandia Area Credit Union</td>
<td>10/29/2017</td>
<td>12</td>
<td>10/29/2019</td>
<td>1.29%</td>
<td>$249,407.45</td>
<td>$2,326.71</td>
<td>-</td>
</tr>
<tr>
<td><strong>Local Bank/Credit Union Total</strong></td>
<td><strong>12</strong></td>
<td><strong>Average Rate</strong></td>
<td><strong>1.29%</strong></td>
<td><strong>$249,407.45</strong></td>
<td><strong>$2,326.71</strong></td>
<td><strong>-</strong></td>
<td><strong>$251,734.16</strong></td>
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<tr>
<td><strong>Brokered CDs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of the West San Francisco</td>
<td>07/18/2018</td>
<td>12</td>
<td>07/18/2019</td>
<td>2.35%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Morgan Stanley- Utah</td>
<td>07/19/2018</td>
<td>12</td>
<td>07/19/2019</td>
<td>2.35%</td>
<td>$245,000.00</td>
<td>3,098.08</td>
<td>-</td>
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<tr>
<td>Discover Bank- Greenwood</td>
<td>01/24/2018</td>
<td>18</td>
<td>07/24/2019</td>
<td>1.85%</td>
<td>$245,000.00</td>
<td>4,042.50</td>
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<tr>
<td>Barclays BK Del Retail</td>
<td>07/26/2017</td>
<td>24</td>
<td>07/26/2019</td>
<td>1.65%</td>
<td>$245,000.00</td>
<td>4,165.01</td>
<td>-</td>
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<tr>
<td>Wells Fargo Bank- Sioux Falls</td>
<td>07/28/2017</td>
<td>21</td>
<td>07/29/2019</td>
<td>1.70%</td>
<td>$245,000.00</td>
<td>4,655.00</td>
<td>-</td>
</tr>
<tr>
<td>Bieria Bank- Laayette</td>
<td>01/31/2018</td>
<td>18</td>
<td>07/31/2019</td>
<td>1.90%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>State Bank of Indiana- New York</td>
<td>08/15/2018</td>
<td>12</td>
<td>08/15/2019</td>
<td>1.45%</td>
<td>$245,000.00</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Ally Bank Midvale, Utah</td>
<td>09/28/2017</td>
<td>24</td>
<td>09/30/2019</td>
<td>1.70%</td>
<td>$245,000.00</td>
<td>4,165.00</td>
<td>-</td>
</tr>
<tr>
<td>Capital One Bank- USA</td>
<td>11/22/2017</td>
<td>24</td>
<td>11/22/2019</td>
<td>1.80%</td>
<td>$245,000.00</td>
<td>4,410.00</td>
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<tr>
<td>American Express- Centurion</td>
<td>12/05/2017</td>
<td>24</td>
<td>12/05/2019</td>
<td>1.90%</td>
<td>$245,000.00</td>
<td>4,655.00</td>
<td>-</td>
</tr>
<tr>
<td>Capital One- National Assit McLean</td>
<td>12/06/2017</td>
<td>24</td>
<td>12/06/2019</td>
<td>1.90%</td>
<td>$245,000.00</td>
<td>4,655.00</td>
<td>-</td>
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<tr>
<td>Merrick BK South Jordan Utah</td>
<td>01/19/2018</td>
<td>24</td>
<td>01/21/2020</td>
<td>2.00%</td>
<td>$245,000.00</td>
<td>4,899.97</td>
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<tr>
<td>Synchrony bank</td>
<td>01/19/2018</td>
<td>24</td>
<td>01/21/2020</td>
<td>2.10%</td>
<td>$245,000.00</td>
<td>5,145.00</td>
<td>-</td>
</tr>
<tr>
<td>Morgan Stanley- Utah</td>
<td>03/22/2018</td>
<td>24</td>
<td>03/23/2020</td>
<td>2.55%</td>
<td>$245,000.00</td>
<td>3,149.42</td>
<td>-</td>
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<tr>
<td>Bank Baroda- New York</td>
<td>05/31/2018</td>
<td>03</td>
<td>09/03/2019</td>
<td>2.30%</td>
<td>$245,000.00</td>
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<tr>
<td><strong>Brokered CD Total</strong></td>
<td><strong>18.43</strong></td>
<td><strong>Average Rate</strong></td>
<td><strong>1.79%</strong></td>
<td><strong>$5,380,000.00</strong></td>
<td><strong>$75,994.22</strong></td>
<td><strong>$1,705,000.00</strong></td>
<td><strong>$3,750,994.22</strong></td>
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<tr>
<td><strong>Short Term Investment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking Account Interest- LANB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,596,568.43</td>
<td>1,199.48</td>
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<tr>
<td>Local Government Investment Portfolio</td>
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<td></td>
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<td>10,436.87</td>
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<td>United States Treasury Bill 6 Mo.</td>
<td>07/01/2019</td>
<td>3</td>
<td>07/01/2019</td>
<td>2.01%</td>
<td>$1,145,100.00</td>
<td>-</td>
<td>245,000.00</td>
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<tr>
<td>Flex Insure Account Interest</td>
<td></td>
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<td></td>
<td></td>
<td>203,358.41</td>
<td>1,141.15</td>
<td>251,426.67</td>
</tr>
<tr>
<td><strong>Short Term</strong></td>
<td><strong>3</strong></td>
<td><strong>Average Rate</strong></td>
<td><strong>0.70%</strong></td>
<td><strong>$3,955,463.71</strong></td>
<td><strong>$2,569.14</strong></td>
<td><strong>$496,426.67</strong></td>
<td><strong>$3,964,459.52</strong></td>
</tr>
<tr>
<td><strong>Total Investments</strong></td>
<td><strong>11.14</strong></td>
<td><strong>Average Rate</strong></td>
<td><strong>1.26%</strong></td>
<td><strong>$9,584,871.16</strong></td>
<td><strong>$80,890.07</strong></td>
<td><strong>$2,201,426.67</strong></td>
<td><strong>$7,967,187.90</strong></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Quarterly Investment Report - 4th Qtr FY2019
Investment Allocation Graphs
As of June 30, 2019

NCRTD's 2019 Investment Portfolio Allocation

<table>
<thead>
<tr>
<th>Amount Invested YTD</th>
<th>YTD Earnings</th>
<th>% of portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account</td>
<td>$2,597,767.91</td>
<td>$1,199.48</td>
</tr>
<tr>
<td>Cetera Fund Interest &amp; T-Bills</td>
<td>$1,356,026.23</td>
<td>$1,141.15</td>
</tr>
<tr>
<td>LGIP &amp; Local Credit Unions</td>
<td>$262,399.54</td>
<td>$2,555.22</td>
</tr>
<tr>
<td>Brokered CDs</td>
<td>$3,750,994.22</td>
<td>$75,994.22</td>
</tr>
<tr>
<td>Total</td>
<td>$7,967,187.90</td>
<td>$80,890.07</td>
</tr>
</tbody>
</table>

1.26% Average Rate of Return
11.14 Average Length of Maturity (months)
1.80% Treasury Security Return for 12 months
0.80% 10 Yr Average Treasury Security Return
Title: Discussion and Consideration of the Quarterly Electronic Payments Report – 4th Qtr. FY2019.

Prepared By: Hector Ordonez, Director of Finance

Summary:
During the fourth quarter of Fiscal Year 2019 (April 1, 2019 through June 30, 2019), there were twenty-five (25) payments over $20,000 made to different vendors in the amount of $2,298,264. The payment categories breakdown is as follows:

- Seven (7) payments totaling $160,823.33 were made to the Federal Government for Social Security Benefits, Federal Tax Withholdings and Medicaid.
- Four (7) payments totaling $1,596,173.07 made to other Transit Agencies for GRT contributions.
- Eleven (11) payments totaling $541,268.00 were made for Goods, Services and Capital Assets acquired by the District.

Background:
The NCRTD Board passed a resolution in November 2013 allowing the District to pay its vendors through the Automatic Clearing House (ACH) system that withdrawals funds from the District’s account and deposits into vendor’s checking accounts. To date, the District has 102 vendors signed up for ACH payments an increase of 7 vendors from the 3rd Qtr. of FY2019.

Recommended Action/Proposed Motion:
It is recommended that the Board of Directors discuss and review the information presented in relation to the Automatic Clearing House (ACH) Payments over $20,000 from April 1, 2019 thru June 30, 2019 and move to accept as presented. The attached report was presented and reviewed by the Finance Subcommittee during the August 22, 2019 meeting.

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:
None
Attachment(s):
  - Quarterly Electronic Payments Report – 4th Qtr. FY2019
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/03/2019</td>
<td>E Check 701396568/792692299</td>
<td>Federal Tax Deposit for 3/15/19</td>
<td>United States Treasury</td>
<td>$23,637.08</td>
</tr>
<tr>
<td>04/12/2019</td>
<td>E Check 205697718/21068641</td>
<td>Federal Tax Deposit for 4/12/19</td>
<td>United States Treasury</td>
<td>$22,161.84</td>
</tr>
<tr>
<td>04/29/2019</td>
<td>E Check 22819671/62869268</td>
<td>Federal Tax Deposit for 4/26/19</td>
<td>United States Treasury</td>
<td>$21,168.17</td>
</tr>
<tr>
<td>05/13/2019</td>
<td>E Check 61816863/73915244</td>
<td>Federal Tax Deposit for 5/10/19</td>
<td>United States Treasury</td>
<td>$21,840.28</td>
</tr>
<tr>
<td>05/28/2019</td>
<td>E Check 42964379/93878022</td>
<td>Federal Tax Deposit for 5/24/19</td>
<td>United States Treasury</td>
<td>$27,780.62</td>
</tr>
<tr>
<td>06/07/2019</td>
<td>E Check 10877774/1558567</td>
<td>Federal Tax Deposit for 6/7/19</td>
<td>United States Treasury</td>
<td>$21,849.61</td>
</tr>
<tr>
<td>06/24/2019</td>
<td>E Check 34682148/34801741</td>
<td>Federal Tax Deposit for 6/21/19</td>
<td>United States Treasury</td>
<td>$22,385.73</td>
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</table>

* Federal Tax deposits include social security payments, Medicaid and federal withholding taxes.

---

**Report Total**

<table>
<thead>
<tr>
<th>Purchase Order</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Federal Tax Deposits- Total</td>
<td></td>
<td>$160,823.33</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Check Number</th>
<th>Transaction Description</th>
<th>Vendor Name</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/05/2019</td>
<td>E19040523</td>
<td>County Regional transit GRT for Dec 2018</td>
<td>Rio Metro RTD</td>
<td>$227,900.31</td>
</tr>
<tr>
<td>04/05/2019</td>
<td>E19040524</td>
<td>County Regional transit GRT for Jan 2019</td>
<td>Rio Metro RTD</td>
<td>189,025.19</td>
</tr>
<tr>
<td>04/05/2019</td>
<td>E19040505</td>
<td>Santa Fe Trails Contributions 2nd Qtr. FY 2019</td>
<td>Santa Fe Trails</td>
<td>401,019.05</td>
</tr>
<tr>
<td>04/18/2019</td>
<td>E19041820</td>
<td>County Regional Transit GRT for February 2019</td>
<td>Rio Metro RTD</td>
<td>181,787.36</td>
</tr>
<tr>
<td>05/30/2019</td>
<td>E19053018</td>
<td>County Regional Transit GRT for March 2019</td>
<td>Rio Metro RTD</td>
<td>206,915.43</td>
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<tr>
<td>05/30/2019</td>
<td>E19053004</td>
<td>Santa Fe Trails Contributions 3rd Qtr. FY 2019</td>
<td>Santa Fe Trails</td>
<td>188,358.33</td>
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<tr>
<td>06/20/2019</td>
<td>E19062012</td>
<td>County Regional Transit GRT April 2019</td>
<td>Rio Metro RTD</td>
<td>201,167.40</td>
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</tbody>
</table>

* GRT Contributions- Total

<table>
<thead>
<tr>
<th>Date</th>
<th>Check Number</th>
<th>Description</th>
<th>Vendor or Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/06/2019</td>
<td>E Check 052419</td>
<td>PERA Payment for 5/4/19-5/17/19</td>
<td>PERA</td>
<td>20,102.11</td>
</tr>
<tr>
<td>06/07/2019</td>
<td>E19060701</td>
<td>Fuel Charges for May 2019</td>
<td>Wex Bank</td>
<td>24,542.00</td>
</tr>
<tr>
<td>06/13/2019</td>
<td>E19061326</td>
<td>Fuel Charges for May 2019</td>
<td>Wex Bank</td>
<td>36,916.49</td>
</tr>
<tr>
<td>06/20/2019</td>
<td>E19062013</td>
<td>Southwestern Title &amp; Escrow payment for land</td>
<td>Southwestern Title &amp; Escrow, Inc.</td>
<td>175,760.16</td>
</tr>
<tr>
<td>06/20/2019</td>
<td>E19062016</td>
<td>Professional Services TAP Phase VI 4/20/19-5/17/19</td>
<td>Wilson &amp; Company, Inc. Engineers &amp; Architects</td>
<td>21,655.47</td>
</tr>
<tr>
<td>06/26/2019</td>
<td>E19062601</td>
<td>Medical, Vision, Dental Insurance for April 2019</td>
<td>GSD-Admin Services Division</td>
<td>47,059.07</td>
</tr>
<tr>
<td>06/26/2019</td>
<td>E19062603</td>
<td>Medical, Vision, Dental Insurance for May 2019</td>
<td>GSD-Admin Services Division</td>
<td>46,613.22</td>
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* Goods & Services- Total

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<tbody>
<tr>
<td></td>
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<td>541,268.00</td>
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**Report Total**

<table>
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<tr>
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<th>Description</th>
<th>Vendor or Description</th>
<th>Amount</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,298,264.40</td>
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</tbody>
</table>

* Federal Tax deposits include social security payments, Medicaid and federal withholding taxes.
North Central Regional Transit District
Monthly Financial Report
As of July 31, 2019

Summary

The North Central Regional Transit District (NCRTD) is currently reporting one month of financial activity as of July 31, 2019. Expenses and Revenues reported for the period through July 31, 2019 represent 8.33% of the budget.

Total revenue received thus far is $694,751 and $421,857 of expenses have incurred; this means that the District has received $272,894 more in revenues than it has spent. This amount does not include contributions that will be made to Rio Metro of Approximately $216,500.

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 and Expenditures:

As mentioned earlier as of July 31, 2019, total revenue received for this fiscal Year was $694,751 this represents 3.54% and recognized expenditures totaled $421,857 this represents 2.15% of the budgeted expenditures for this fiscal year.

Significant Variances:

- **Revenues –**
  - GRT- We will go over in detail in the next page.
  - Federal Revenues - Are $99,705 less than the prior year because 5311 Billing for the month of July have not been made. Once the books are closed and accruals made, we will submit a final request to NMDOT for the month of June and July.

- **Expenses –**
  - Salaries, Overtime and Employee Benefits – The increase of $154,904 is related to timing difference, payroll is processed Wednesdays, last year the last payroll of the month of July was processed on Wednesday August 1, 2018 so the month of August had 3 payrolls in the month. This year the last payroll of the month of July was processed on Wednesday July 31, 2019. The difference will even out in August.
  - Office Supplies- The $4,860 decrease from the prior year is related to a fireproof fling cabinet purchased by HR, computer and monitors purchased by Finance, additional cleaning supplies purchased last year and the processing of printing charges billed in July paid in August this year.
- **Employee Related** – The $6,539 Difference is related to APTA Dues for employees paid in July. We have not received the invoice for the current Fiscal Year.
- **Travel and Meetings** – The $15,811 is related to several conferences and travel reservations made in June and July last year whereas this year they were made in August. The difference will even out the following month.
- **Equipment and Building** – the $4,791 difference is related to a small trailer purchased last year for the Santa Fe Mountain Trail Route to Haul Bicycles.
- **Capital Expenses** – Decrease of $44,782 is related to bus equipment that was received in July for buses. This year this expense will not be incurred until October/November. The Finance Department will ask for a Budget Adjustment to carry forward those expenditures.

**GRT Revenue:**

GRT Revenue received in July was $689,871 this is $109,045 less than what we received the same month last year and $7,673 more than budgeted.

**GRT Revenue by County:**

- **Los Alamos County** receipts were $148,689 this is $97,549 less than the same month last year and $17,405 less than budgeted.
- **Rio Arriba County** receipts were $39,453 this is $817 more than the same month last year and $3,694 less than budgeted.
- **Santa Fe County** receipts were $432,960 this is $12,966 less than the same month last year and $27,743 more than budgeted.
- **Taos County** receipts were $68,768 this is $652 more than the same month last year and $1,029 more than budgeted.

**Grant Revenue:**

Grant Revenue received in July was zero this is $99,705 less than the same time last year and $371,771 less than Budgeted. There were no NMDOT drawdowns made for the month of July as we are waiting until Fiscal year 2019 is closed and June 2019 expenditures paid in July are accrued to the appropriate year.

**Expense Categories:**

Total Expenses for the month of April are $416,857. The net effect between the administrative, operating and capital expense categories is an increase of $65,734 from the prior year which correlates to the differences in the amount of $65,735 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 $122,358 this is $33,383 more than the same month last year and $20,850 more than we budgeted (administrative expenses are at 7.08% of their annual budget)
- Operating expenses totaled $299,500 this is $77,134 more than the same month last year and $45,860 more than we budgeted (operating expenses are at 3.24% of the annual budget).
- Capital expenses totaled $0.00 this is $44,782 less than the same month last year and $108,766 less than we budgeted (capital expenses are at 0.00% 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 July 31, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipt</td>
<td>$798,916</td>
<td>$7,513,250</td>
<td>$689,871</td>
<td>(109,045)</td>
<td>9.18%</td>
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<tr>
<td>Fed Grant</td>
<td>99,705</td>
<td>8,725,021</td>
<td>-</td>
<td>(99,705)</td>
<td>0.00%</td>
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<tr>
<td>S311c/Member Contributions</td>
<td>-</td>
<td>634,332</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>-</td>
<td>538,114</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Match</td>
<td>-</td>
<td>176,633</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>1,834,385</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>1,872</td>
<td>49,000</td>
<td>2,773</td>
<td>901</td>
<td>5.66%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>1,843</td>
<td>165,100</td>
<td>2,107</td>
<td>264</td>
<td>1.28%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$902,336</td>
<td>$19,635,835</td>
<td>$694,751</td>
<td>(207,585)</td>
<td>3.54%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$107,708</td>
<td>$3,119,355</td>
<td>$204,811</td>
<td>97,103</td>
<td>6.57%</td>
</tr>
<tr>
<td>Overtime</td>
<td>11,843</td>
<td>147,319</td>
<td>18,721</td>
<td>6,878</td>
<td>12.71%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>44,937</td>
<td>1,499,331</td>
<td>95,860</td>
<td>50,923</td>
<td>6.39%</td>
</tr>
<tr>
<td>Contributions to Other Transit Agencies</td>
<td>-</td>
<td>4,860,755</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Office</td>
<td>6,201</td>
<td>59,476</td>
<td>1,341</td>
<td>(4,860)</td>
<td>2.26%</td>
</tr>
<tr>
<td>Utilities</td>
<td>7,784</td>
<td>87,946</td>
<td>6,167</td>
<td>(1,618)</td>
<td>7.01%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>38,979</td>
<td>609,556</td>
<td>39,954</td>
<td>975</td>
<td>6.55%</td>
</tr>
<tr>
<td>Advertising</td>
<td>2,048</td>
<td>113,230</td>
<td>4,323</td>
<td>2,275</td>
<td>3.82%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>4,792</td>
<td>33,700</td>
<td>-</td>
<td>(4,792)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>111,811</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>11,510</td>
<td>46,548</td>
<td>4,971</td>
<td>(6,539)</td>
<td>10.68%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>16,098</td>
<td>83,878</td>
<td>287</td>
<td>(15,811)</td>
<td>0.34%</td>
</tr>
<tr>
<td>Fuel</td>
<td>43,241</td>
<td>440,000</td>
<td>37,500</td>
<td>(5,741)</td>
<td>8.52%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>15,699</td>
<td>363,840</td>
<td>7,922</td>
<td>(7,777)</td>
<td>2.18%</td>
</tr>
<tr>
<td>Bus &amp; Shelter Ammenities</td>
<td>-</td>
<td>80,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other</td>
<td>500</td>
<td>18,785</td>
<td>-</td>
<td>(500)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Capital</td>
<td>44,782</td>
<td>7,960,305</td>
<td>-</td>
<td>(44,782)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$356,123</td>
<td>$19,635,835</td>
<td>$421,857</td>
<td>$65,735</td>
<td>2.15%</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>$546,214</td>
<td>-</td>
<td>$272,894</td>
<td>(273,320)</td>
<td>1.39%</td>
</tr>
</tbody>
</table>

Statement of Revenues vs Expenses

![Chart showing comparison of budget vs actual revenues and expenses for FY20]
North Central Regional Transit District  
Gross Receipts Revenue- By Month (Cash Basis)  
As of July 31, 2019  
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

### Budget to Actual FY2020

<table>
<thead>
<tr>
<th></th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$682,197</td>
<td>$689,871</td>
<td>$7,673</td>
<td>1.12%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>665,632</td>
<td>-</td>
<td>-665,632</td>
<td>-100.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>661,881</td>
<td>-</td>
<td>-661,881</td>
<td>-100.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>583,997</td>
<td>-</td>
<td>-583,997</td>
<td>-100.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>688,554</td>
<td>-</td>
<td>-688,554</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>626,140</td>
<td>-</td>
<td>-626,140</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>570,455</td>
<td>-</td>
<td>-570,455</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>671,883</td>
<td>-</td>
<td>-671,883</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>597,244</td>
<td>-</td>
<td>-597,244</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>530,584</td>
<td>-</td>
<td>-530,584</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>599,711</td>
<td>-</td>
<td>-599,711</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>634,972</td>
<td>-</td>
<td>-634,972</td>
<td>-100.00%</td>
</tr>
</tbody>
</table>

$7,513,250 $ 689,871 $(6,823,379) -90.82%

### Prior Year FY2019 vs. Current Year FY2020

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Actual FY20</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$798,116</td>
<td>$689,871</td>
<td>$(108,245)</td>
<td>-13.65%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>759,415</td>
<td>-</td>
<td>(759,415)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>764,560</td>
<td>-</td>
<td>(764,560)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>638,121</td>
<td>-</td>
<td>(638,121)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>808,555</td>
<td>-</td>
<td>(808,555)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>721,268</td>
<td>-</td>
<td>(721,268)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>643,374</td>
<td>-</td>
<td>(643,374)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>760,890</td>
<td>-</td>
<td>(760,890)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>692,405</td>
<td>-</td>
<td>(692,405)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>603,382</td>
<td>-</td>
<td>(603,382)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>680,112</td>
<td>-</td>
<td>(680,112)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>746,386</td>
<td>-</td>
<td>(746,386)</td>
<td>-100.00%</td>
</tr>
</tbody>
</table>

$8,617,384 $689,871 $(7,927,513) -91.99%
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of July 31, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$246,238</td>
<td>$166,094.23</td>
<td>$148,689</td>
<td>(97,549)</td>
<td>(1,978,727)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>172,593</td>
<td>116,418.68</td>
<td></td>
<td>(172,593)</td>
<td>(116,419)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>205,402</td>
<td>138,549.24</td>
<td></td>
<td>(205,402)</td>
<td>(138,549)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>50,942</td>
<td>34,361.77</td>
<td></td>
<td>(50,942)</td>
<td>(34,362)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>263,096</td>
<td>177,465.41</td>
<td></td>
<td>(263,096)</td>
<td>(177,465)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>188,925</td>
<td>127,435.06</td>
<td></td>
<td>(188,925)</td>
<td>(127,435)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>121,919</td>
<td>82,237.68</td>
<td></td>
<td>(121,919)</td>
<td>(82,238)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>198,326</td>
<td>133,776.29</td>
<td></td>
<td>(198,326)</td>
<td>(133,776)</td>
</tr>
<tr>
<td>APR 20</td>
<td>133,221</td>
<td>89,861.19</td>
<td></td>
<td>(133,221)</td>
<td>(89,861)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>143,514</td>
<td>96,804.10</td>
<td></td>
<td>(143,514)</td>
<td>(96,804)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>242,510</td>
<td>163,579.60</td>
<td></td>
<td>(242,510)</td>
<td>(163,580)</td>
</tr>
</tbody>
</table>

$2,127,416 $1,435,000 $148,689 (1,978,727) (1,286,311)
**North Central Regional Transit District**  
**Gross Receipts Revenue—By County (Cash Basis)**  
**As of July 31, 2019**  
**For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)**

**RIO ARRIBA COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$38,636</td>
<td>$43,147.31</td>
<td>$39,453</td>
<td>$817</td>
<td>$(3,694)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>43,486</td>
<td>48,563.61</td>
<td>-</td>
<td>(43,486)</td>
<td>(48,564)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>40,743</td>
<td>45,500.33</td>
<td>-</td>
<td>(40,743)</td>
<td>(45,500)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>42,920</td>
<td>47,931.52</td>
<td>-</td>
<td>(42,920)</td>
<td>(47,932)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>43,399</td>
<td>48,466.45</td>
<td>-</td>
<td>(43,399)</td>
<td>(48,466)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>40,263</td>
<td>44,964.28</td>
<td>-</td>
<td>(40,263)</td>
<td>(44,964)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>39,306</td>
<td>43,895.54</td>
<td>-</td>
<td>(39,306)</td>
<td>(43,896)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>46,741</td>
<td>52,198.68</td>
<td>-</td>
<td>(46,741)</td>
<td>(52,199)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>37,155</td>
<td>41,493.38</td>
<td>-</td>
<td>(37,155)</td>
<td>(41,493)</td>
</tr>
<tr>
<td>APR 20</td>
<td>35,508</td>
<td>39,654.07</td>
<td>-</td>
<td>(35,508)</td>
<td>(39,654)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>38,982</td>
<td>43,533.71</td>
<td>-</td>
<td>(38,982)</td>
<td>(43,534)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>39,311</td>
<td>43,901.12</td>
<td>-</td>
<td>(39,311)</td>
<td>(43,901)</td>
</tr>
</tbody>
</table>

$486,450 $543,250 $39,453 $(446,997) $(503,797)
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of July 31, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

SANTA FE COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$445,926</td>
<td>$405,218</td>
<td>$432,960</td>
<td>$(12,966)$</td>
<td>$(4,642,915)$</td>
</tr>
<tr>
<td>AUG 19</td>
<td>462,694</td>
<td>420,455</td>
<td>-</td>
<td>(462,694)</td>
<td>(420,455)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>439,788</td>
<td>399,640</td>
<td>-</td>
<td>(439,788)</td>
<td>(399,640)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>461,103</td>
<td>419,009</td>
<td>-</td>
<td>(461,103)</td>
<td>(419,009)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>427,474</td>
<td>388,450</td>
<td>-</td>
<td>(427,474)</td>
<td>(388,450)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>415,311</td>
<td>377,397</td>
<td>-</td>
<td>(415,311)</td>
<td>(377,397)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>409,987</td>
<td>372,559</td>
<td>-</td>
<td>(409,987)</td>
<td>(372,559)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>455,801</td>
<td>414,191</td>
<td>-</td>
<td>(455,801)</td>
<td>(414,191)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>378,050</td>
<td>343,538</td>
<td>-</td>
<td>(378,050)</td>
<td>(343,538)</td>
</tr>
<tr>
<td>APR 20</td>
<td>363,575</td>
<td>330,384</td>
<td>-</td>
<td>(363,575)</td>
<td>(330,384)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>413,831</td>
<td>376,053</td>
<td>-</td>
<td>(413,831)</td>
<td>(376,053)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>402,335</td>
<td>365,606</td>
<td>-</td>
<td>(402,335)</td>
<td>(365,606)</td>
</tr>
<tr>
<td></td>
<td>$5,075,875</td>
<td>$4,612,500</td>
<td>$432,960</td>
<td>$(4,642,915)$</td>
<td>$(4,179,540)$</td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of July 31, 2019
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

TAOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$68,116</td>
<td>$67,738</td>
<td>$68,768</td>
<td>$652</td>
<td>$1,029</td>
</tr>
<tr>
<td>AUG 19</td>
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<td>80,195</td>
<td>-</td>
<td>(80,642)</td>
<td>(80,195)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>78,627</td>
<td>78,191</td>
<td>-</td>
<td>(78,627)</td>
<td>(78,191)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>83,156</td>
<td>82,695</td>
<td>-</td>
<td>(83,156)</td>
<td>(82,695)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>74,586</td>
<td>74,172</td>
<td>-</td>
<td>(74,586)</td>
<td>(74,172)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>76,769</td>
<td>76,343</td>
<td>-</td>
<td>(76,769)</td>
<td>(76,343)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>72,162</td>
<td>71,762</td>
<td>-</td>
<td>(72,162)</td>
<td>(71,762)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>97,618</td>
<td>97,077</td>
<td>-</td>
<td>(97,618)</td>
<td>(97,077)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>78,874</td>
<td>78,437</td>
<td>-</td>
<td>(78,874)</td>
<td>(78,437)</td>
</tr>
<tr>
<td>APR 20</td>
<td>71,078</td>
<td>70,684</td>
<td>-</td>
<td>(71,078)</td>
<td>(70,684)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>83,785</td>
<td>83,320</td>
<td>-</td>
<td>(83,785)</td>
<td>(83,320)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>62,230</td>
<td>61,885</td>
<td>-</td>
<td>(62,230)</td>
<td>(61,885)</td>
</tr>
<tr>
<td></td>
<td>$927,643</td>
<td>$922,500</td>
<td>$68,768</td>
<td>(858,875)</td>
<td>(853,732)</td>
</tr>
</tbody>
</table>
### North Central Regional Transit District

**Grant Revenue - By Month (Cash Basis)**

**As of July 31, 2019**

**For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)**

#### Budget to Actual FY2020

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Year-to-Date Budget Variance</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>371,771 $</td>
<td>$ 371,771</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>AUG 19</td>
<td>591,906</td>
<td>$ 591,906</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>SEPT 19</td>
<td>897,772</td>
<td>$ 897,772</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>OCT 19</td>
<td>290,992</td>
<td>$ 290,992</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>NOV 19</td>
<td>801,000</td>
<td>$ 801,000</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>DEC 19</td>
<td>805,005</td>
<td>$ 805,005</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>JAN 20</td>
<td>965,489</td>
<td>$ 965,489</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>FEB 20</td>
<td>929,902</td>
<td>$ 929,902</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>MAR 20</td>
<td>652,691</td>
<td>$ 652,691</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>APR 20</td>
<td>683,845</td>
<td>$ 683,845</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>MAY 20</td>
<td>900,691</td>
<td>$ 900,691</td>
<td>$ 0.00%</td>
<td></td>
</tr>
<tr>
<td>JUN 20</td>
<td>833,958</td>
<td>$ 833,958</td>
<td>$ 0.00%</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $ 8,725,021 $  $ (8,725,021) $ 0.00%

#### Prior Year FY 2019 vs. Current Year FY2020

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY19</th>
<th>Actual FY20</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 19</td>
<td>99,705</td>
<td>$ 99,705</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>158,743</td>
<td>$ 158,743</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>240,773</td>
<td>$ 240,773</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>78,041</td>
<td>$ 78,041</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>214,820</td>
<td>$ 214,820</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>215,894</td>
<td>$ 215,894</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>258,934</td>
<td>$ 258,934</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>249,390</td>
<td>$ 249,390</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>175,045</td>
<td>$ 175,045</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>183,400</td>
<td>$ 183,400</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>241,556</td>
<td>$ 241,556</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>223,659</td>
<td>$ 223,659</td>
<td>$ 0.00%</td>
<td>$ 0.00%</td>
</tr>
</tbody>
</table>

**Total:** $ 2,339,960 $  $ (2,339,960) $ 0.00%
## North Central Regional Transit District
### NCRTD Expenses- By Segment (Cash Basis)
#### As of July 31, 2019
### For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

### Administrative Expenses FY19 - FY20

<table>
<thead>
<tr>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$88,975</td>
<td>$101,508</td>
<td>$122,358</td>
<td>$33,383</td>
<td>$20,850 × 120.54%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>145,371</td>
<td>165,848</td>
<td></td>
<td>(145,371)</td>
<td>(165,848) × 0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>120,935</td>
<td>137,970</td>
<td></td>
<td>(120,935)</td>
<td>(137,970) × 0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>185,241</td>
<td>211,334</td>
<td></td>
<td>(185,241)</td>
<td>(211,334) × 0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>114,740</td>
<td>130,902</td>
<td></td>
<td>(114,740)</td>
<td>(130,902) × 0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>113,075</td>
<td>129,002</td>
<td></td>
<td>(113,075)</td>
<td>(129,002) × 0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>132,906</td>
<td>151,627</td>
<td></td>
<td>(132,906)</td>
<td>(151,627) × 0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>108,579</td>
<td>123,873</td>
<td></td>
<td>(108,579)</td>
<td>(123,873) × 0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>144,927</td>
<td>165,341</td>
<td></td>
<td>(144,927)</td>
<td>(165,341) × 0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>94,871</td>
<td>108,234</td>
<td></td>
<td>(94,871)</td>
<td>(108,234) × 0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>125,044</td>
<td>142,657</td>
<td></td>
<td>(125,044)</td>
<td>(142,657) × 0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>140,412</td>
<td>160,190</td>
<td></td>
<td>(140,412)</td>
<td>(160,190) × 0.00%</td>
</tr>
<tr>
<td></td>
<td>$1,515,076</td>
<td>$1,728,486</td>
<td>$122,358</td>
<td>(1,392,718)</td>
<td>(1,606,128) × 7.08%</td>
</tr>
</tbody>
</table>

### Operating Expenses FY19 - FY20

<table>
<thead>
<tr>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$222,366</td>
<td>$253,640</td>
<td>$299,500</td>
<td>$77,134</td>
<td>$45,860 × 118.08%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>411,265</td>
<td>469,106</td>
<td></td>
<td>(411,265)</td>
<td>(469,106) × 0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>638,172</td>
<td>727,925</td>
<td></td>
<td>(638,172)</td>
<td>(727,925) × 0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>946,524</td>
<td>1,079,644</td>
<td></td>
<td>(946,524)</td>
<td>(1,079,644) × 0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>516,392</td>
<td>589,018</td>
<td></td>
<td>(516,392)</td>
<td>(589,018) × 0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>531,481</td>
<td>606,229</td>
<td></td>
<td>(531,481)</td>
<td>(606,229) × 0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>615,952</td>
<td>702,580</td>
<td></td>
<td>(615,952)</td>
<td>(702,580) × 0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>1,081,547</td>
<td>1,233,656</td>
<td></td>
<td>(1,081,547)</td>
<td>(1,233,656) × 0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>1,222,433</td>
<td>1,394,357</td>
<td></td>
<td>(1,222,433)</td>
<td>(1,394,357) × 0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>553,920</td>
<td>631,824</td>
<td></td>
<td>(553,920)</td>
<td>(631,824) × 0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>706,699</td>
<td>806,090</td>
<td></td>
<td>(706,699)</td>
<td>(806,090) × 0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>655,114</td>
<td>748,390</td>
<td></td>
<td>(655,114)</td>
<td>(748,390) × 0.00%</td>
</tr>
<tr>
<td></td>
<td>$8,102,865</td>
<td>$9,242,457</td>
<td>$299,500</td>
<td>(7,803,365)</td>
<td>(8,942,957) × 3.24%</td>
</tr>
</tbody>
</table>

### Capital Expenses FY19 - FY20

<table>
<thead>
<tr>
<th>Actual FY19</th>
<th>Budget FY20</th>
<th>Actual FY20</th>
<th>Inc (Dec) 2019 vs 2020</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$44,782</td>
<td>$108,766</td>
<td></td>
<td>(44,782)</td>
<td>(108,766) × 0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>OCT 19</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>NOV 19</td>
<td>118,290</td>
<td>287,300</td>
<td></td>
<td>(118,290)</td>
<td>(287,300) × 0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>19,797</td>
<td>48,083</td>
<td></td>
<td>(19,797)</td>
<td>(48,083) × 0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>24,363</td>
<td>59,172</td>
<td></td>
<td>(24,363)</td>
<td>(59,172) × 0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>MAR 20</td>
<td>74,461</td>
<td>180,849</td>
<td></td>
<td>(74,461)</td>
<td>(180,849) × 0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>10,798</td>
<td>26,226</td>
<td></td>
<td>(10,798)</td>
<td>(26,226) × 0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>10,402</td>
<td>25,264</td>
<td></td>
<td>(10,402)</td>
<td>(25,264) × 0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>604,955</td>
<td>970,114</td>
<td></td>
<td>(604,955)</td>
<td>(970,114) × 0.00%</td>
</tr>
<tr>
<td></td>
<td>$907,848</td>
<td>$1,705,775</td>
<td></td>
<td>(907,848)</td>
<td>(1,705,775) × 0.00%</td>
</tr>
</tbody>
</table>
CALL TO ORDER: Chair Moreno

ROLL CALL: Stephen Dahlquist

Mr. Maggiore asks if Taos County has come up with a replacement for Leandro Cordova, Mr. Mortillaro answers that Lupe Martinez, the Taos County Finance Director/Deputy Manager was chosen as a replacement. She had intended to attend but the Taos County Commission decided to hold their budget discussion today, so she had a conflict.

ITEMS FOR DISCUSSION/RECOMMENDATION

Chair Moreno introduces the first item for discussion:

A. Review of Draft Fiscal Year 2020 Budget

Mr. Mortillaro states that the District is using the same template used last year; a general high-level summary by himself, followed by more detailed summaries of all the revenues, followed by each Department Head discussing what’s different in their budget compared to the prior year, of which they will only address major variables. Proceeds to the Executive Director’s Budget Message, explains that he will only touch on high points.

The first thing we want to accomplish through the FY 2020 budget is to increase our capital investment. Mentions the following items:

- Buses
- Improving radio capabilities
• Funding the new Maintenance Facility
• TAP Project
• Maintain existing services

Mentions that any new services, such as Angel Fire, will not be reflected in this budget since the District is pursuing grant funding for the pilot program. The same with TSV summer service, since it will fall on TSV to pay for the program.

No enhanced services included since the District will be conducting a Service Plan Update commencing in 2019; until that is concluded, there will be no changes to current service.

Finally, would like to address continuity of organizational functionality. Since some of our operations are handled by single individuals, when they leave, the gap of their workload falls on the Executive Director to fill (uses the example of Human Resources Director, who left in February). The District has grown so much since adding the position of HR Director, there really is a need for an additional person in that department. The same goes for the Finance department.

What’s the budget predicated on? Overall, the economy is recovering in the Santa Fe area. The State budget is at an all-time high, it looks like they’re going to resume hiring; employees are getting pay increases on the State level; the same for teachers; there is nearly a billion dollars in capital spending, a good portion of which will be seen in Northern New Mexico; GRT revenues should increase based on this; tourism seems to have turned around; there’s a lot of private and public construction being considered over the coming year. The coming year looks pretty good for the Los Alamos and Santa Fe areas construction-wise (Messrs. Maggiore and Moreno concur). Still worried about Rio Arriba County and Taos, but in reality, they’re not a big portion of the District’s revenue stream compared to Santa Fe and Los Alamos Counties.

In spite of all that, still doesn’t see a surge of new jobs; last employer to bring in a substantial amount of jobs was Presbyterian (Hospital). Also, feels the State needs to do more to retain its youth population.

All of these influences how we look at our budget and revenue projections. We tend to be conservative in our projections, will not budget based on what we’ve brought in this year; can’t plan future budgets based on a good year.

As in the past, we have utilized reserves, which are part of the projection, although we never fully utilize the reserves we project. We plan to do debt borrowing for funding the gap on the new maintenance facility, which we’ll discuss further.

At the time of preparation of this budget, Federal allocations that flow through New Mexico DOT have not yet been released for FY2020 so we’re unsure if these will stay the same or go up, so to be on the safe side, we used the same level of Federal revenue we are currently receiving; this item may change between now and the time we present to the Board.

Overall operational expenses are going to increase by about 6.7%, which is solely due to additional positions, increases for regional partner allocations and compensation benefit increases

The overall budget is up by $7,000,000, a lot of which is due to the large maintenance budget capital project.
As mentioned, we’re going to be negotiating a new CBA this year for which a placeholder was included. The recommendation for non-represented employees is 3%, the same as last year. They get increases based on performance.

We have been notified that there is going to be a 5% increase in health insurance and other benefits by the State. And we have recently been notified that PERA is going up by a quarter of a percent on the employer’s side. This information had not been available when we prepared this budget, so we will need to modify it to reflect this for when we present the final budget to the Board.

Will be doing our Classification and Compensation study, and since it is not completed, no recommendations have been incorporated in the budget, but I hope to have those results by the time we prepare the final budget.

Finally, the Board’s reserve requirement of 25% is being exceeded in terms of what we’re proposing.

Concludes that at $20,000,000, this is the largest budget the District ever presented in its almost 15 years of existence. Have a lot of capital needs and are fortunate to have the resources to fund them without spending our GRT. Opens the floor for any questions before turning over to Finance Director Hector Ordoñez to discuss the specifics of the revenue summary.

*Mr. Maggiore* clarifies that the place holder for the CBA is 3%, *Mr. Mortillaro* concurs; turns discussion over to *Mr. Ordoñez*.

*Mr. Ordoñez*: (Referring to page 26 of the April 26 Finance Subcommittee Packet.) The Finance Department on behalf of the North Central Regional Transit District is projecting and budgeting $20,217,621 for FY2020; approximately $7,042,000 or 53% more than the prior year. This is partially due to construction of new Maintenance Facility, which should be 75% complete by the end of the fiscal year.

The amount of revenue increases from Federal Grants, State Capital Outlay, Debt Proceeds as well as the District’s local match are being taken into consideration in this budget, which is the highest we ever had. Considering the amount of Capital Improvement Projects planned, it is not a surprise.

In an effort to be consistent and conservative, we are not budgeting or projecting huge increases in GRT, local match or any miscellaneous source of revenue.

Proceeds to go into detail of each revenue segment. Tax revenues are budgeted at $7,513,250, a 2.5% increase of $183,250 from the prior year. This projection was based on actuals for months where we had that information, then we used the same amount received the prior year, not what was budgeted. We think we will see an increase of $183,000 in GRT, however, about $117,000 will go towards subsidizing other transit agencies.

Are budgeting $7,616,390 in Federal Grants, an increase of $4,180,169 or 221.6%, this is a significant increase, but on maintenance-related projects alone, we have an allocation of about $4,000,000. The allocation is as follows:

5311 FTA Funding. Are budgeting $2,929,000, about a $340,000 increase. This increase comes from capital requests made of NMDOT, although we are not certain we will get this amount, and I have a feeling it might decrease. If it does significantly, we will reevaluate our capital improvement projects.
TAP funding is in the amount of $837,000, which is Phase VI of the TAP project (ADA compliance), an increase of about $734,000.

5304 Federal Program, we’re budgeting $100,000 for the 5-year Service Plan Update. This had originally been budgeted for FY2019 but it’s being pushed forward since we don’t feel we will be able to start the Service Plan Update until July.

Our 5339(b) Federal Grant Award for the Maintenance Facility, we are budgeting $2,339,000, which includes a carry-forward that the Board approved. We are only expecting to spend about $113,000 for the final design, which we will be presenting to the Board in May. Mr. Maggiore asks if the Board will be seeing the final design, Mr. Mortillaro clarifies that the Board will be getting the District’s recommendation for award of design services; will bring key elements to the Board as they become available. Mr. Maggiore asks if there will be discussion of including green elements in the design, Mr. Mortillaro answers in the affirmative; not sure it makes sense to try to have it LEED certified, but will definitely incorporate sustainability practices and design. Mr. Maggiore agrees that given the amount of time the facility’s doors will be open and other such factors, going for LEED doesn’t make sense, but making sure the building is laid out so that the roof can handle solar down the line and those kinds of factors should be discussed. Mr. Mortillaro says the Board will probably see a 30%, 60% and 90% design level.

Mr. Ordoñez continues. Received $1,290,000 in Federal BUILD Grant funding are expecting to spend the full award this year. Tony and I did a multi-year budget project for this facility where we allocated revenue sources, tasks and construction by year. Our goal is to spend some of our debt proceeds this year (FY2019); about 75% of the Federal Grants, all of the State Capital Outlay funding the second year; and the rest of the Federal funding as well as the local match, or GRT, the third year.

Finally, 5307, Federal, we are getting a slight increase of about $120,000 (an increase of $5,000 from the prior year), although as Tony said, this number is not final until we get together with the City of Santa Fe to discuss allocations, our projects and expenditures, because we get a percentage of that funding.

Concludes that all Federal Grants have been covered and inquires as to whether there are any questions; moves on when there are none.

Mr. Ordoñez proceeds to Tribal Transit Grants. Saw decrees in Tribal grant funding as follows:

- Santa Clara, received $147,000, a decrease of about $8,000 from prior year.
- San Ildefonso, received $111,258, a decrease of $531 from prior year.
- Tesuque, received $14,541, a decrease of $1,500 from prior year.
- Pojoaque/Nambé, seeing significant decreases, received $1,858 each, a decrease of $1,178, about a 43% decrease. This concludes Tribal Transit Grants.

Mr. Maggiore asks what causes the Tribal Transit Grants to fluctuate so much ($234,119 in FY2017, $40,952 in FY2018)? Mr. Mortillaro responds it was due to the Jicarilla pilot project, which was a pilot discretionary grant, which once completed, went away. The District has to report one year into NTD before they get on the formula programs, so hopefully we’ll see it go up in FY2021 for Jicarilla, they’ll get an allocation. What we were able to accomplish was last year we got NM-DOT to give us more flow-through money, roughly $100,000 more, to compensate for that loss to Jicarilla. Right now, they’re not in the tribal funding part of it, they’re in the 5311 part,
but they will transition to Tribal. Mr. Ordoñez adds that he forgot to mention that the District received $97,000 for a Tesuque bus, so that’s part of the increase. Points out that it’s a formula-based program, so you have to apply each year, or you lose out. Mr. Mortillaro states that the problem is there is only $35,000,000 available; $30,000,000 for formula, $5,000,000 for discretionary grants, and they haven’t increased it, so there are only so many slices of the pie. This only change if a tribe doesn’t apply for funds, but the trend has been more tribes coming into the program, so everyone’s slice gets smaller. Jicarilla is a major factor in this because of its size. Messrs. Mortillaro and Ordoñez conclude that the only solution is that funding needs to be increased at the Federal level. Mr. Maggiore asks if this is something that needs to be taken up with (Representative) Ben Ray Luján’s office. Mr. Mortillaro responds that it is in the District’s Federal Agenda that we would like to see more funding for Tribal 5311(c) programs. Chair Moreno asks what the timeframe is for that process? Mr. Mortillaro answers that there is talk of refunding the FAST Act. Further speculative discussion ensues on the subject.

Mr. Ordoñez moves on to Member Local Match. Budgeting $188,114, an increase of $56,000. $45,000 of this will be towards the Village of Angel Fire pilot program, if it happens; $10,000 from Taos Ski Valley; $15,000 from Rail Runner; City of Santa Fe, $25,000; El Monte Sagrado in Taos, $1,000; Santa Fe County, $25,000; TSV, $77,114; Los Alamos County, $350,000. Mr. Mortillaro asks Mr. Maggiore if that was included in the Los Alamos County budget, Mr. Maggiore is fairly certain it is but has to check.

Mr. Ordoñez continues with State Capital Outlay. Received $1,159,000 through different bills in the State Legislature. These funds will go towards the building of the new maintenance facility. These funds, as well as the Federal level funds, will be spent first.

Continues on with Miscellaneous Revenues. Budgeting $214,000, this includes the same amount of advertising sales at $25,000. Auction vehicles we are budgeting conservatively at $30,000; Should have 26 buses for disposal next year. Mr. Moreno asks who are the people who would be in the market to buy a bus, or buses? Mr. Mortillaro answers it could be anyone, gives example of purchasing a bus to convert into a camper. General discussion of bus dispersal takes place; mention of bus that was donated to Portales through the auspices of NMDOT. We are projecting $49,000 for fares, which is an increase of $6,500. Points out that fares are only collected for Santa Fe Mountain Trails and Taos Express, which is the biggest share; this is dependent on winter weather conditions.

We are expecting to receive about $28,000 from insurance proceeds and increase of $3,000 from the prior year. Are projecting $81,000 in Investments; have seen some hefty returns on our investments and think that it will increase by around $50,000. Finally, budgeting $600 from our employee committee, the budget for which comes from recycling and from vending machines. Asks if there are any questions regarding Miscellaneous Revenues.

Regarding Debt Proceeds, will be pursuing financing in the amount of $1,237,000. Will be doing this through the New Mexico Finance Authority and are expecting to use about $659,000 in FY2020 and will be using $113,000 of our own funds this year to pay for the final design but will be reimbursing the District for that amount. Finally, we’re projecting to spend about $170,000 for FY2021. There are no comments in regard to Debt Proceeds.

Lastly, with Cash Balance, we are projecting to use Cash Balance in the amount of $2,341,027. We try to be conservative in our estimates; for instance, this year we budgeted to use fund balance of $1,262,000, however we projected that we will only be using $423,000. This is because GRT
came in a little bit better and our investment revenue came out significantly higher. There are no questions from the Finance Subcommittee about revenues or budget approach as presented.

*Mr. Mortillaro* announces that the different Departments will come in to discuss their individual budgets, directs the members to turn to page 33 of the packet, pertaining to the Planning Department, to be followed by PIO on page 30.

Transit Planning, Projects and Grants Manager, Stacey McGuire enters the room. *Mr. Mortillaro* reminds the room that the Salaries and Benefits line item will not be discussed unless a new position is being added, and that the previously discussed increases are included in the figures under review, turns the discussion over to Ms. McGuire.

Before discussing the large increase under Contractual Services, *Ms. McGuire* addresses the $10,000 increase to IT Hardware/Software Support is due to capturing Remix, for the first time. Explains that Remix is the route planning software with a run-cutting and scheduling component the NCRTD utilizes, which is broken out between Planning, Ops and Executive. Other than that, states budget is pretty much straight-lined from last year, until we get to Contractual Services. Explains the reason for this enormous increase is that the upcoming Service Plan Update is under the Planning budget, whereas in the past it has been captured under Capital Projects but was recommended to be placed under Planning. Also points out the $20,000 Contractual Services item is to capture things like on-call engineering, grant application support in case we need to do a benefit cost analysis, a skillset *Ms. McGuire* does not possess. Mentions that the $1.29 million BUILD award the District received was due to benefit cost analysis, so the $10,000 - $15,000 expenditure is well worth the money. BUILD is available again this year and assuming Board support, the District will apply for the grant for the Taos facilities (admin and maintenance) and having a benefit cost analysis will strengthen the District’s case. *Mr. Mortillaro* asks if the Subcommittee has any questions of *Ms. McGuire* and dismisses her when there are none.

*Mr. Mortillaro* directs the members to page 30 and introduces Public Information Officer Jim Nagle. *Mr. Nagle* opens by stating that the budget for Public Information is essentially flat; mentions that what is included in there would be reflected in the Marketing Presentation given to the Board at the April 5 monthly meeting, outlining advertising and other planned projects for the upcoming fiscal year. The main reason there is an approximately $9,000 increase is partially due to an increase in benefit cost ($1,000) and $8,000 is budgeted for the Rider Survey which the District will be conducting again this coming fiscal year. The last time the Rider Survey was done in 2016, it was agreed with the Board that it would be conducted every three years. Opens the floor to any questions of which there are none, so *Mr. Nagle* takes his leave.

*Mr. Mortillaro* then moves on to page 29, Executive Director, directs the Subcommittee members to Contractual Services, which is up slightly. Explains that Contractual Services pays for things like the lobbyist retained by the District; Carl Boaz, the stenographer who takes Board minutes is paid out of this budget; Steady Networks, the IT service contractor is budgeted out of this; a portion of Remix software is included herein. Also puts a placeholder in this line item for Customer Service Organizational Development; has the consultant come in once a year to do a Customer Service training program for all new employees. Last year there was funding for the GRT election included in Contractual Services and although that is done, I have reprogrammed those costs in order to refresh the NCRTD brand, specifically the logo. (Relates story of how the RTD logo came about.) Would like the marketing firm to conduct focus groups with the District’s constituents, include the Board, and come up with a new design that replaces the Zia symbol which *Mr. Mortillaro* feels was inappropriately used without respect to the Zia Pueblo. Assures group that the RTD Blue will remain and integral part of the District’s identity. Expands further on corporate identity and how it can be used to underscore the diversity the NCRTD represents; discussion
ensues. Returning to the Contractual Services budget item, mentions that there is a place holder for Transit or Land Use Consultation Services in case this service is needed.

Under Other Operating Expenditures, reduced the budget by $7,000 - $8,000 because of changes based upon current year-to-date expenditures and projections out. Otherwise, it’s pretty much the same. Mr. Maggiore enquires about year-to-year fluctuations in the Association and Membership Dues line item, Mr. Mortillaro explains that a number of Associations the District belongs to base their dues on the member’s budget, so they get recalculated each year. There are memberships that are for the organization, such as APTA, and then there are memberships specific to the employee’s profession, and those are usually based on that employee’s compensation, hence the fluctuations. Mr. Ordoñez explains that he separated Professional Dues and Subscriptions and Association and Membership Dues in order to better track expenditure, but if you add the two-line items together, you will see they even out the expenses per year.

Mr. Mortillaro points out that Training and Travel are fairly standard in the way they’ve been budgeted. There is money in there for the Chair to go on a legislative trip, that gets approved by the Board. Otherwise, it’s attendance at professional conferences for me and Peter, and some training for Stephen. Have to compensate for increase in airfare, and lodging in Washington, D.C. is always expensive.

Moves on to page 32, Human Resources (which Executive Director Mortillaro is covering in the absence of an HR Director).

Points out increase under Salaries and Benefits which relates to adding a new position, HR Specialist, which will help build continuity in one-person departments and divisions, and also because the number of staff is growing, the new HR Director will need a dedicated assistant. Will not fill the position until the new HR Director is on board, so they can participate in the selection process. There’s also money for furniture and a computer. Mentions that the administrative side of the building has pretty much run out of space so any new positions created will have people sharing offices until the Maintenance Facility is built and office expansion can take place in the current Jim West Transit Regional Transit Center. HR Budget also includes the addition of HR software called NEOGOV, which handles recruitment tracking, onboarding, performance management and training. This will also not be implemented until we have hired a new HR Director. It’s commonly used by public sector organizations and it will allow candidates to apply online and be tracked through the hiring process. Mr. Mortillaro states that this concludes the extra items in the HR budget. Mr. Ordoñez adds that the Salaries and Benefits was determined at mid-salary range with full family benefits, so will likely come down once hiring is complete. Points out that a single individuals coverage costs about $5,000 annually while a family is around $15,000.

Just at the point that Mr. Mortillaro introduces Finance (page 31 of FY 2020 Budget Request), the batteries in the recording device died. The following is excerpted from the minutes from the May 3 Board meeting covering the Departments not reviewed above. Sections extracted from the May 3 minutes are in quotation marks.

“The Finance budget (page 31 of Finance Subcommittee (FSC) Packet) was presented by Mr. Ordoñez. He said the increase of $62,000 was to provide the same level of service. There were additional requirements with debt service compliance and capital outlay. With a department of three and one out, he was asking for a part-time position that might later become full-time. $49,000 comes from debt service and $48,495 is the cost of debt service for six months and will increase to $100,000 per year next year. The departure of the financial analyst, who had been here for years,
gives more flexibility with that reduction in personnel. Computer equipment was offset with smaller increases elsewhere.”

“The Operations Administration Budget (page 34 of FSC Packet) was presented by Ms. Garcia. She said security services was under a contract last year and now if full-time staff and now under Operations. The cost of IT hardware and software and support is related to the AVAIL software. Otherwise, it is significantly less than last year.”

“Operations - Drivers Budget (page 35 of FSC Packet). Ms. Garcia said the increase in salaries was from two more Full-Time driver positions and the allocated transit manager position for full year this year. Operators positions were adjusted for Operator I and Operator II. The salary range is increased for Operator II positions. The telephone budget was increased because of having more staff. The budget also includes a contract to purchase new uniforms. The training budget increase is for continuing education to cope with new regulations.”

“Fleet Operations (page 36-37 of FSC Packet) with only a slight increase in the budget for new asset management software and new staff in Taos.”

“The Facilities Budget (page 38 of FSC Packet) was presented by the Facility Manager who noted increases in facility staff salaries and software and hardware.”

Non-RTD (regional partners, page 39 of FSC Packet) “showed allocations for regional partners. Mr. Mortillaro explained the formula used for each one which resulted in a total of $4.8 million and is $120,000 more than last year.”

Capital Improvements (Page 40 of FSC Packet). “This budget will likely have changes. They are still in discussions with NMDOT on the 5311 allocation. Capital expenses include the maintenance facility, bus replacements, and new communications (modems and routers from Datapoint).”

“Ms. Garcia said the District does not know when bus replacements can happen, but we can get by without replacements this year and allocate the funds to the maintenance facility. Under a contract, we currently have 25 vehicles with equipment affected by services. To be ready for it, we are going from 3G to 4G which will require the new equipment.”

“The enhancements to the Board Room is a carryover from this year and it is on hold for the time being. Additional monitors for the Board instead of just having one behind them is being considered. New or replacement shelter pads are in the budget with a new one in Chama. The maintenance facility is budgeted over three fiscal years with the bulk in 2020 with some additional in 2021.”

“Regarding the Taos land purchase, after the analysis, he is now looking at purchase of 4-5 acres. We will try to acquire federal funding for this, and the Board will see that upcoming for construction of the facility. The preliminary estimate is $5 million. That will replace the maintenance facility and two commuter vehicles for driver switches.”

“The Park & Ride land and design funds may not be needed.”

“The Radio Construction has a cost of $636,362 but have added 50% in this capital budget. There are steps needed for the RFP including a validation study to determine possible interference. He is hoping to get a grant or some capital outlay from the State or 5311 funds to cover the costs. It is a long-range capital plan. That plan also includes getting solar-powered route schedules at bus shelters. He showed an example. They are also looking at ski area routes in Taos and Santa Fe
from Fort Marcy Park and South Capital. We have analyzed all shelters for ADA compliance and will upgrade them.”

This is the extent of comments made by Officers and Staff of the NCRTD regarding the FY 2020 budget item as excerpted from the approved minutes from the Friday, May 3 Board meeting.

Fresh batteries were placed in the recording device upon discovering the rechargeable batteries had quit, transcription of the concluding 15 minutes of the April 26 Finance Subcommittee follow, picking up just before a discussion of the Long Range Financial Strategic Plan.

Recording begins with a fragment of conversation between Mr. Mortillaro and Mr. Maggiore, the context of which has been lost, although Mr. Maggiore is heard to say, “I think this looks really sound, in the budget.” Mr. Maggiore then asks if the Subcommittee can go over the Long Range Financial Strategic Plan. (Page 44. All page references hereafter refers to the FSC packet pagination.) Asks if it has changed drastically, or at all, based on the GRT resolution and getting rid of the sunset? Mr. Mortillaro answers no it hasn’t, the only thing that has driven any of the changes is the addition of the capital projects that we included in it. Other than that, it’s pretty much the same; we don’t force it to balance, we just let it run and basically it tells you that you can’t sustain this level of spending, you have to either bring in additional revenues or you need to make adjustments to your spending plan; most of the big spending is in capital, not in additional services or additional employees. Because we haven’t had this discussion with the Board, I haven’t put into this plan the Long-Range Strategic Plan initiatives in the moderate scenario. Then there is the other scenario which reflects the Long-Range Service Plan, Financial Scenario 3 which increases (GRT) by another 8th, which looks great because it basically doubles our revenue. Our spending under the Long-Range Strategic Plan, Financial Scenario 3, is about $5,000,000 a year, but there is excess capacity. Over 20 years, it generates $160,000,000, but our 20-year spending is $100,000,000, so there’s an extra $60,000,000 over 20 years that’s unallocated, which is why it really looks good. Asks Mr. Ordoñez if he would like to add anything. Mr. Ordoñez points out that there are only two scenarios this year, whereas in the past there have been three. One that took into consideration the GRT sunset going away and how that would affect operations. Now that that is no longer a concern, we have the moderate and the one that increases the GRT. These include all the capital expenditures which can always be modified in a down-turn, so we avoid a negative balance in cash and investments.

Mr. Mortillaro asks if the Subcommittee would consider a motion to recommend the Review of Draft Fiscal Year 2020 Budget for the Board’s consideration as it is on the Board’s Agenda for May 3. Mr. Maggiore moves to present the item to the full Board; Ms. Garcia seconds the motion; Mr. Moreno puts it to a vote; motion passes unanimously. Messrs. Moreno and Maggiore express thanks for such a thorough presentation. Mr. Ordoñez promises to update the Subcommittee members with any changes that may occur before presenting to the Board.

Finance Subcommittee moves on to item B on the Agenda:

**B. Quarterly Investment Report**

*Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director*

*Attachment*

Mr. Ordoñez directs members to turn to page 52 of the packet, the Quarterly Investment Report schedule. Bottom righthand of page shows the value of the investment portfolio for the 3rd Quarter was set at $7,898,264 and increase of $30,777. Approximately 54% of portfolio consists of CDs with a couple of Municipal Bonds as well as some Treasury Bills. Reiterates from past discussions
that the goal is to invest in short-term instruments to contend with the volatility of the markets; don’t want to have our financial resources tied to long-term instruments because we want our funds to be available. Staggering all investments into 3-month instruments, which have fairly compatible interest rates compared to the long-term instruments. Have 16 CDs and 2 Municipal Bonds outstanding, and 5 CDs and 1 Treasury Bill that had been redeemed. The two CDs that had matured in January were invested in Municipal Bonds. The cost basis of the instruments under Cetera is $3,920,000; this is the total amount we have invested, which is $5,135,000, and what we have redeemed, which is $1,215,000. The average rate of return is 1.24%; the average length of maturity is 12.1 months, which is about where we want them.

Mr. Maggiore asks if the Treasury Bill interest rate is correct at 5%? Mr. Ordoñez acknowledges that it should be .05%. Points out $650,000 have been invested in those types of instruments and have redeemed $245,000. Still have a CD with Sandia Credit Union which automatically renews when it expires, so we need to take action and move that to a higher rate instrument. Asks if there are any questions. Mr. Maggiore says it looks good and he’s ready to make a motion to move the item to the Board; Mr. Ordoñez promises to correct the Treasury Bill interest rate.

Mr. Moreno asks for a motion; Mr. Maggiore moves to pass; Ms. Garcia seconds; Mr. Moreno puts it to a vote; motion passes unanimously.

Mr. Ordoñez proceeds to next Agenda Item, the Electronic Payment Report (Automatic Clearing House Payments over $20,000).

C. Electronic Payment Report
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

Directs members to turn to page 55. Explains that this function exists as an internal control, proceeds to summarize the content of the chart.

There are no questions and Mr. Maggiore moves to forward to the full Board; Ms. Garcia seconds; Mr. Moreno puts it to a vote; motion passes unanimously.

D. Minutes from January 25, 2019
   Draft Minutes

Mr. Maggiore moves to accept the minutes from the January 25 meeting. Ms. Garcia seconds; Mr. Moreno puts it to a vote; motion passes unanimously.

Mr. Mortillaro announces that the District is planning on having the next Finance Subcommittee meeting on May 31; should have the Compensation and Classification Study completed by then and will have the consultant come in to talk to the Subcommittee because subsequently, we have you recommend the Compensation Resolution that the Board needs to consider with the budget. Mentions the last time this study was undertaken was three years ago.

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

All parties move to adjourn.

NEXT FINANCE SUBCOMMITTEE MEETING: Friday, May 31, 2019
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.
EXECUTIVE REPORT  
August 2019

EXECUTIVE

- Participated in Collective Bargaining Negotiations and drafting counter proposals.
- Participated in 100% design review for ADA construction plans.
- Attended TAP Construction kick off meeting.
- Finalized scope of services for customer excellence training.
- Prepared information for Lobbyist seeking legislative funding for Taos Maintenance Facility.
- Participated in review of Air Space agreement with NMDOT.
- Participated in discussions regarding Angel Fire service.
- Discussed with staff development of Pilot Project proposals for NMDOT funding.
- Attended Santa Fe County Transportation Advisory Board meeting and presented on RTD service plans.
- Meet with Santa Fe County Manager and Commissioner Moreno regarding Mountain Trail funding.
- Meet with Mariana Padilla, Director of Children’s Cabinet regarding transit pilot programs.
- Discussions with Mora County representatives regarding service request.
- Participated in NEO Gov demonstration for HR Software.
- Debriefing on Safety Plan development.
- Developed recruiting scope for key management positions.
- Reviewed proposals for recruitment of key management positions.
- Meet with staff to discuss procurement policy modifications.
- Participated in interviews for Human Resources Specialist.
- Participated in interview for Planning Manager.
- Continued discussions with staff regarding TSV Green winter schedule and costs.
- Participated in orientation for new District employees.
- Continued modifications to Agreement for BUILD grant.
- Participated in discussions regarding 4G proposals.
- Participated in discussions and review of RFP for Asset Management Software.
- Conducted staff performance evaluation.
- 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
- Prepare for Grievance Hearing
- Finalize Changes to Procurement Policy
- Research on FLSA and travel policy regarding pay for travel
- Provide new HR Director with basics of Public Sector versus Private Sector
- Review and Revise Banking Agreements
- Follow up on Dialogue about Potential TOD affordable housing project
- Follow up on Albuquerque v. Tax and Rev litigation
- Begin process of revising and standardizing form contracts
- Review and assist in preparation of Board Packet materials
- Work on Real Property Issues with City of Española and Surveyor and District Staff
- Assist in various personnel matters
- Prepare Legal Updates for Staff Meetings
- Review various contracts and amendments
- Assist on Legal Issues with Procurements
- Address new Angel Fire Route constituent concerns
- Complete Performance Evaluation

MARKETING/PUBLIC INFORMATION
- Conducted a ribbon cutting event in Angel Fire at Moreno Valley High School to launch the Angel Fire route
- Presented an overview on the NCRTD to the North East Regional Transportation Planning Organization (NERPTO)
- Conducted a conference call with Monsido for an accessibility overview of the NCRTD website
- Met with RealTime Solutions regarding a facelift for the NCRTD.org website
- Participated in the NMDOT Wellness Fair
- Participated in the Taos Touch-a-Truck
- Participated in the UNM Veterans/Rural Transportation Planning Workshop
- Participated in the Edgewood Run, Rally, Rock parade
- Participated in the Española Touch-a-Truck
- Participated in the NMDOT Wellness Fair
- Worked with Ski Santa Fe in securing an additional bus for the Ski Santa Fe Beerfest
- Participated in a Transportation Research Board Webinar on Practices and Marketing to Increase Rural Transit Ridership and Investment. Cara Fazio was sponsored by NMDOT
- Completed and distributed an August Blue Bus Times
- 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
- Accepted a September 4 invitation to address the Northern Pueblos Regional Transportation Planning Organization. Will be working with NCRTD Board member Dennis Tim Salazar
- Assisted Finance department on accounts payable
- Provided a series of updates to ncrtd.org including an updated Board of Directors member page with Questa
- 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 August excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in August 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 August
- Two banner ads ran in the Taos News and New Mexican and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A series of half page ads ran in the Taos News Tempo section promoting TSV summer and Angel Fire
- 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 and Round the Roundhouse

**OPERATIONS**

- Worked on daily/weekly staff schedule
- Participated in Angel Fire Route planning & Dry run
- Participated in TSV Summer Route planning
- Created Supervisor schedule for the next month
- Requested 500 transfer tickets from SFT
- Conducted CSR/Transit Operator schedules
- Worked with Adept on 1.5 ADA zone
- Work on special event transportation
- Work on OT Opportunities
- Work on 5307 fare policy
- Participate in pre/post meetings for Avail training
- Met with NM Self insurers representative
- Participated in Union Negotiations
- Prepared, participated, and conducted employee safety training on August 3 & 4, 2019
- Various personnel issues
- Worked on Chama bus stop project
- Participated and conducted Driver’s Academy
- Work with NMDOT on bus stop relocation for Alta Vista
- Participated in Angel Fire Ribbon Cutting Ceremony
- Worked on joyriding clarification for staff
- Safety management system site visit debriefing
- 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 and Taos
- 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
Attend Asset software conference call RE best and final offer
Inspect new buses pre-delivery with Creative bus sales (6 buses)
Coordinate Windshield replacements on buses
Held a Fleet/Facilities staff meeting
Coordinate bus and commuter body repairs (Delivery and pick up buses and commuters)
Coordinate repair attempts of break room HVAC
Coordinate bus stop placement for Angel Fire route
Filled position for vacant custodian position
Coordinate placement of bus stop shelter pad in Chama
Coordinate estimates to replace graphics on buses.

SERVICE DEVELOPMENT
- Began service to Angel Fire
- Submitted FY2021 5311 grant
- Attend Staff meeting

Attended Santa Fe County Transportation Advisory Committee
Begin next bid process
Met with Mora county representatives for service
Trained with Avail onsite
Phrase VI ADA construction bid
Workshop in Albuquerque for Veterans
Placing new routes into Avail

HUMAN RESOURCES
- Celebrated Birthdays & Anniversaries on August 16th.
- 1 unemployment claim
- Continuous recruitment for Transit Drivers, Transit Operations Manager & Transit Planning, Projects & Grants Manager
- Met with different agencies to discuss the possibility of RFP for services in regards to the Ops & Planning positions above
- 8 new hires in the month of August
  - 6 Transit Operators
  - 1 Custodian (PT)
  - 1 HR Specialist
- 1 termination
- Preparation for upcoming Employee picnic in mid-September
- Updating of existing forms for new hires
- Met with a few vendors to examine the possibility of outsourcing references – determination, early September
- Demo on software (NEOGOV) – 2nd demo scheduled for 8/27 to discuss the different modules offered
- Updating, clarifying of policies, procedures, rules – specifically, time off, tuition reimbursement, travel reimbursement and sick pay abuse
- Hired new HR Specialist to focus on Total Rewards.
- Revising of HR Desk Manual
- Started revamping of HR processes to streamline onboarding, orientation and centralize the HR function
Performance Measures for FY2020

July
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
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.

FY17/18 = 505,700 - FY18/19 = 528,688 - FY19/20 = 46,350
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.

FY17/18 = 289,441 - FY18/19 = 294,313 - FY19/20 = 23,935
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.
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.
Performance Measure – Fleet:

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.
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.
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. A passenger on the Eldorado route boarded the bus as another driver announced over the radio there was an individual sleeping at a bus shelter on the Chimayo route. The passenger boarding the Eldorado bus overheard the transmission from the Chimayo driver and became upset yelling at the Eldorado driver, using foul language stating he wasn’t doing anything wrong. The Eldorado driver tried to calm the passenger down by explaining the radio transmission was not regarding him, it was about another passenger on another route. She could not calm him down, she radioed dispatch for assistance from a supervisor and the police.

2. A supervisor radioed a driver as he saw a passenger who has been banned from riding the NCRTD buses boarded the Santa Fe/Taos bus, notifying the driver the passenger has been suspended from riding the bus. The driver then approached the passenger asking him to exit the bus stating to him he was suspended from riding the bus. The passenger got very upset with the driver and stated he was needing to get the bus to go take care of an elderly person. The passenger then threatened the driver if the elderly person died it would be the driver’s fault for not allowing him to ride.

3. A passenger who appeared intoxicated when boarding the bus was advised by the driver he could ride if he didn’t cause any problems. While the bus was in route the passenger got up from his seat and went to the front of the bus to talk to the driver. The conversation got a little heated between the passenger and driver. The driver asked the passenger to get off the bus at the next stop. When the passenger got off the bus he walked and stood in front of the bus causing the driver to drive around him to avoid hitting him.

4. A fight broke out between two passengers who boarded the bus at the Allsup’s stop. One of the passengers who was involved in the fight got off the bus immediately after the fight and ran across the street to the Santa Clarian Casino. The passenger who stayed on the bus stated the other individual began hitting him but was not sure why.

5. A driver refused service to two (2) male passengers who boarded the bus at Sheridan Street with a white dog and a puppy hidden inside one of the passenger’s jacket. The passenger who had the white dog became very upset and began using foul language towards the security guard on the bus, kicking the door as he exited the bus.

6. A driver had a passenger on the bus who stated she wanted to go to the hospital in Taos. As the driver reached the stop at the hospital, she was unsure if she wanted to get down. The driver explained to her that his next stop would be in Las Trampas, and it would be a one-way trip, she would not be able to come back from that stop. The passenger became upset (emotional) and unsure what she wanted to do. She finally got off at the hospital.

7. When arriving at the Park and Ride stop an individual who was bleeding from his forehead came to the bus wanting to ride the bus to the hospital. The driver explained to him that she had just come from the hospital and was headed to the east side of town. Again, the passenger tried to board the bus with two other men. The driver radioed dispatch for a welfare check to be made at the Park and Ride for the individual who was bleeding. She advised the two other individuals an ambulance would be there to check on their friend.

8. A passenger with a white dog boarded the bus. He claimed it was a service animal but did not have control of his dog. The driver reminded the passenger he needed to control his dog if the dog was a service animal.

9. A passenger boarded the bus wanting to go to the hospital. When arriving at the hospital the passenger changed his mind and wanted to continue to ride. The driver had to explain to him that he was not allowed to joy-ride. The passenger then told the driver he was not getting off the bus and wanted to continue to go along the route. The driver radioed dispatch requesting assistance from a supervisor and the police.

10. A passenger got off the bus with a white dog he claimed was a service dog using a tie down as a leash. The driver stated he did not think the dog was a service animal.

11. While in route to Truchas a truck passed by the bus tapping mirrors as it passed. There was no damage to the mirror on the bus.
12. Caller stated she was trying to merge on to the road, the driver did not let her merge into the lane he was traveling on. A supervisor viewed the video camera, the caller did not have her signals on showing she was attempting to merge in the lane the driver was traveling. The supervisor showed the video to the driver and spoke with him regarding common courtesy on the road.

13. A passenger who rode on the Santa Fe/ Taos bus sent an email stating she had suffered extreme pain from riding on the side seating bus. She claims her pain was due to the bus going over bumps on the road causing her to bounce against other passengers sitting next to her. She claims she reported the situation to the driver, he did not acknowledge her complaint and wished her a good day. A supervisor viewed the video and did not see any of the circumstances happen as the individual had stated in her email. As the passenger exited the bus she did not converse with the driver as she initially had stated. A supervisor emailed the passenger back thanking her for bringing the matter to our attention along with a few questions. The supervisor is waiting to hear back from the passenger.

14. Caller left a message notifying an NCRTD vehicle was going 65mph on a 45mph construction zone before Galisteo. A supervisor returned a call back to the caller reassuring him the speed of the NCRTD driver was unacceptable and his complaint would be addressed with the driver.

15. Caller stated he was waiting for the bus at the Hampton Inn in Taos, the bus never arrived to pick him up. He was upset and claimed he can’t count on the Chile Line service to get him where he needs to go. A supervisor spoke with the caller, tried to explain the bus was involved in an accident at the Taos Pueblo thus causing a delay in the route.

16. A passenger on the Penasco route sent an email stating the driver stopped at a place of business along the route leaving the passengers inside the bus with no air-conditioner; causing them to be late to their destination. A supervisor viewed the video and found no evidence of the passenger being on the bus as he stated. The bus left the Taos Admin stop on time and was delayed due to road construction. The video also shows the driver apologizing to the passengers for the bus being hot and the air conditioner not working.
Performance Measure – Incidents, Complaints & Commendations:

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Legend:
- Incidents
- Complaints
- Commendations
## Performance Measure – Incidents, Complaints & Commendations:

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## NCRTD Monthly Ridership Summary

July 1, 2019 through July 31, 2019

### Calendar Operating Days

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### Year to Date Totals

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<th>Last Year</th>
<th>% Change</th>
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<td>22,789</td>
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<td>NCRTD Funded</td>
<td>22,415</td>
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<td>All Systems Funded</td>
<td>46,350</td>
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### On Time Performance

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<td>Jul-19</td>
<td>28.44%</td>
<td>56.06%</td>
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FY 19/20 July Ridership

Comparative Ridership NCRTD Operated Routes ONLY

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FY17/18 = 289,441  FY18/19 = 294,313  FY19/20 = 23,935
Comparative Ridership NCRTD Funded Routes

FY17/18 = 217,301  FY18/19 = 234,375  FY19/20 = 22,415
**100-Riverside**

FY17/18 = 55,692  
FY18/19 = 59,645  
FY19/20 = 5,819

On Time Performance: 7.6% Early / 60% OnTime / 32.4% Late

**110-Westside**

FY17/18 = 18,433  
FY18/19 = 15,706  
FY19/20 = 1,614

On Time Performance: 4.9% Early / 71.7% On Time / 23.4% Late
FY17/18 = 10,293 FY18/19 = 9,359 FY19/20 = 828
On Time Performance: 12.7% Early / 71.9% One Time / 15.4% Late

FY16/17 = 6,317 FY17/18 = 5,299 FY18/19 = 510
On Time Performance: 8.1% Early 70.4% On Time / 21.4% Late
170 - JICARILLA

FY17/18 = 2,528 FY18/19 = 3,561 FY19/20 = 356
On Time Performance: 27.4% Early / 46.7% On Time / 25.9% Late

180-El Rito

FY17/18 = 1,510 FY18/19 = 1,891 FY19/20 = 211
On Time Performance: 3.9% Early / 56.3% On Time / 39.7% Late
FY17/18 = 5,456 FY18/19 = 6,567 FY19/20 = 536
On Time Performance: 13.4% Early / 61.7% On Time / 24.9% Late

FY17/18 = 18,996 FY18/19 = 17,602 FY19/20 = 1,427
On Time Performance: 7.7% Early / 55.4% On Time / 37% Late
220-Tesuque

FY17/18 = 7,752  FY18/19 = 7,637  FY19/20 = 628
On Time Performance: 10.7% Early / 75.1% On Time / 14.1% Late

230-San Ildefonso

FY17/18 = 5,535  FY18/19 = 4,925  FY19/20 = 432
On Time Performance: 18% Early / 65.8% On Time / 16.1% Late
**255-Mountain Trail**

*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.*

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<thead>
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<th>Month</th>
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<th>FY18/19</th>
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<td>JUNE</td>
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**On Time Performance:** 9.95% Early / 68.85% On Time / 21.15% Late

---

**260-La Cienega**

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<tr>
<th>Month</th>
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<th>FY18/19</th>
<th>FY19/20</th>
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<td>178</td>
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**On Time Performance:** 18.4% Early / 66.2% On Time / 15.4% Late
270-Turquoise Trail

- FY17/18 = 4,917
- FY18/19 = 3,970
- FY19/20 = 286

On Time Performance: 22.3% Early / 55.8% On Time / 22% Late

280-Eldorado

- FY17/18 = 5,753
- FY18/19 = 5,012
- FY19/20 = 453

On Time Performance: .8% Early / 83.9% On Time / 15.3% Late
FY17/18 = 5,761 FY18/19 = 4,532 FY19/20 = 361
On Time Performance: 9.1% Early / 72.2% On Time / 18.7% Late

FY17/18 = 13,585 FY18/19 = 14,916 FY19/20 = 1,266
On Time Performance: 13.6% Early / 43.1% On Time / 43.4% Late
FY17/18 = 1,790  FY17/18 = 2,121  FY19/20 = 172

On Time Performance: 24.1% Early / 40.1% On Time / 35.8% Late

FY17/18 = 3,292  FY18/19 = 4,403  FY19/20 = 397

On Time Performance: 0.3% Early / 87% On Time / 12.7% Late
### 320-Questa

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FY17/18 = 16,206  FY18/19 = 16,883  FY19/20 = 732  
On Time Performance: 8.6% Early / 83.4% On Time / 8% Late

### 330-Penasco

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<th>SEPT</th>
<th>OCT</th>
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<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
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<td>371</td>
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<td>489</td>
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<td>525</td>
<td>529</td>
<td>484</td>
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<td>417</td>
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<td>432</td>
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FY17/18 = 5,187  FY18/19 = 5,332  FY19/20 = 381  
On Time Performance: 9.7% Early / 49.7% On Time / 40.6% Late
### 340-Chile Line

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<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
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**FY17/18 = 64,961 FY18/19 = 59,726 FY19/20 = 5,453**

**On Time Performance:** 9.1% Early / 63.8% On Time / 27.1% Late

### 341-Taos Ski Valley

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<tr>
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<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
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**FY17/18 = 10,285 FY18/19 = 13,983 FY19/20 = 0**

**On Time Performance:** Performance is not tracked due to manually entering ridership via tallysheets
On Time Performance: Seasonal, no ridership in July

On Time Performance: 17.9% Early / 57.1% On Time / 25% Late
**400-Los Alamos**

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<th>OCT</th>
<th>NOV</th>
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<th>MAR</th>
<th>APR</th>
<th>MAY</th>
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**On Time Performance:** 6.3% Early / 72.9% On Time / 20.7% Late

**Demand Response**

<table>
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<tr>
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<th>JUL</th>
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<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
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<td>481</td>
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FY17/18 = 7,883  FY18/19 = 5,375  FY19/20 = 334
Pojoaque Demand Response

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<th>AUG</th>
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FY17/18 = 3,572 FY18/19 = 3,330 FY19/20 = 0

Pojoaque Dial-A-Ride

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<th>APR</th>
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FY17/18 = 917 FY18/19 = 821 FY19/20 = 62
**Paratransit - ADA**

FY17/18 = 1,532   FY18/19 = 5,478   FY19/20 = 480

**Flex Route**

FY17/18 = 184   FY18/19 = 17   FY19/20 = 2

* Include ADA Flex Route
FY17/18 = 1,001 FY18/19 = 661 FY19/20 = 349

On Time Performance: 22.4% Early / 53.6% On Time / 24% Late
FY17/18 = 30,130  FY18/19 = 28,966  FY19/20 = 2,224

FY17/18 = 5,648  FY18/19 = 4,992  FY19/20 = 283
FY17/18 = 5,803 FY18/19 = 5,158 FY19/20 = 333

FY17/18 = 85,516 FY18/19 = 82,993 FY19/20 = 7,398
FY17/18 = 6,728 FY18/19 = 8,009 FY19/20 = 0

FY17/18 = 55,354 FY18/19 = 50,193 FY19/20 = 6,583
Los Alamos Enhanced

FY17/18 = 27,986 FY18/19 = 52,253 FY19/20 = 5,594

Rail Runner

FY17/18 = 278,297 FY18/19 = 251,720 FY19/20 = 24,434