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

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

August 7, 2020
9:00 AM – 1:00 PM
Telephonically via Microsoft Teams
(Link in Calendar Invite)

CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – June 12, 2020
7. PUBLIC COMMENTS

PRESENTATION ITEMS

A. Above and Beyond, Years of Service and Safe Driver Program, Quarterly Awards Presentation
   Sponsors: Chair Daniel Barrone, Anthony J. Mortillaro, Executive Director
   Attachment

PUBLIC HEARINGS

None

ACTION ITEMS

B. Discussion and Approval of Award Contract – On-Call Engineering Services
   Sponsors: Anthony J. Mortillaro, Executive Director and Tim Mildren, Finance Director
   Attachment
C. **Discussion and Consideration of Resolution No. 2020-20** Approving the 4th Quarter Financial Report for Fiscal Year 2020  
*Sponsors: Anthony J. Mortillaro, Executive Director, Tim Mildren, Finance Director*  
*Attachment*

D. **Discussion and Consideration of Resolution No. 2020-21** Adoption of the Fiscal Year 2021 Annual Service Plan Submitted by Los Alamos County Providing for Specific Regional Routes Funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT)  
*Sponsors: Anthony J. Mortillaro, Executive Director*  
*Attachment*

E. **Discussion and Consideration of Resolution No. 2020-22** Authorizing and Approving Staff Efforts to Seek Such Additional Financing as May be Reasonably Necessary to Fund Project Costs for the Taos Operations and Maintenance Facility, the Purchase of Electric Buses and Associated Charging Infrastructure and the Renovation of the Jim West Transit Center  
*Sponsors: Anthony J. Mortillaro, Executive Director, Tim Mildren, Director of Finance and Peter Dwyer, Attorney*  
*Attachment*

F. **Discussion and Consideration of Resolution No. 2020-23** Repealing Resolution No. 2008-15 and Directing Staff to Update Existing Safety and Security Plans  
*Sponsor: Anthony J. Mortillaro, Executive Director, Delilah Garcia, Operations Director and Peter Dwyer, Attorney*  
*Attachment*

G. **Discussion and Consideration of Resolution No. 2020-24** Authorizing NCRTD Staff to Collaborate with Nambé Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Purchase a Vehicle  
*Sponsor: Anthony J. Mortillaro, Executive Director, Emma Polhemus, Grants & Projects Specialist*  
*Attachment*

H. **Discussion and Consideration of Resolution No. 2020-25** Authorizing NCRTD Staff to Collaborate with Pojoaque Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Purchase a Vehicle  
*Sponsor: Anthony J. Mortillaro, Executive Director, Emma Polhemus, Grants & Projects Specialist*  
*Attachment*

I. **Discussion and Consideration of Resolution No. 2020-26** Authorizing NCRTD Staff to Collaborate with San Ildefonso Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Build Bus Stops  
*Sponsor: Anthony J. Mortillaro, Executive Director, Emma Polhemus, Grants & Projects Specialist*  
*Attachment*
DISCUSSION ITEMS

J. Review of June 2020 Financial Summary
   Sponsors: Anthony J. Mortillaro, Executive Director and Tim Mildren, Finance Director
   Attachment

K. Finance Subcommittee Report
   Sponsors: Chair Ed Moreno and Anthony J. Mortillaro, Executive Director
   Attachment: None.
   Next meeting: Friday, August 21, 2020

L. Tribal Subcommittee Report
   Sponsors: Chair Christy Ladd and Anthony J. Mortillaro, Executive Director
   Attachment: Subcommittee Approved Minutes from Feb 27, 2020
   Next meeting: Thursday, October 8, 2020

M. Sustainability Committee Report
   Sponsors: Chair Antonio Maggiore, Anthony J. Mortillaro, Executive Director and Delilah Garcia, Operations Director
   Attachment: Subcommittee Approved Minutes from April 16, 2020
   Next meeting: Thursday, October 15, 2020

N. Executive Report and Comments from the Executive Director
   a. Executive Report June/July 2020
   b. Performance Measures for June 2020
   c. Ridership Report for June 2020
   d. TAP ADA Projects Phase VI A and B Briefing
   e. Española Maintenance Facility: 60% Design Update
   f. ConnectPoint

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: Friday, September 11, 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 virtual meeting, by conference call, of the North Central Regional Transit District Board was called to order on the above date by Chair Barrone at 9:03 am.

Chair Barrone said thank you all for joining us.

Roll Call was as follows with a quorum declared:

1. ROLL CALL

<table>
<thead>
<tr>
<th>NCRTD MEMBER</th>
<th>DIRECTOR</th>
<th>OFFICIAL DESIGNEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Chama</td>
<td>Councilor Scott Flury</td>
<td></td>
</tr>
<tr>
<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
<td></td>
</tr>
<tr>
<td>City of Espanola</td>
<td>Councilor Dennis Tim Salazar</td>
<td></td>
</tr>
<tr>
<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
<td></td>
</tr>
<tr>
<td>Pueblo of Nambe</td>
<td></td>
<td>Marcus Lopez</td>
</tr>
<tr>
<td>Pueblo of Ohkay Owingeh</td>
<td></td>
<td>Christy Ladd</td>
</tr>
<tr>
<td>Pueblo of Pojoaque</td>
<td></td>
<td>Jeff Montoya</td>
</tr>
<tr>
<td>Village of Questa</td>
<td>Councilor Charlie Gonzales</td>
<td></td>
</tr>
<tr>
<td>Township</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>Rio Arriba County</td>
<td>Tomas Campos</td>
<td></td>
</tr>
<tr>
<td>Pueblo de San Ildefonso</td>
<td>Lillian Garcia</td>
<td></td>
</tr>
<tr>
<td>Pueblo of Santa Clara</td>
<td>Absent</td>
<td></td>
</tr>
<tr>
<td>City of Santa Fe</td>
<td>Councilor Jamie Cassutt-Sanchez</td>
<td></td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
<td></td>
</tr>
<tr>
<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
<td></td>
</tr>
<tr>
<td>Town of Taos</td>
<td>Mayor Dan Barrone</td>
<td></td>
</tr>
<tr>
<td>Village of Taos Ski Valley</td>
<td>Mayor Christof Brownell</td>
<td></td>
</tr>
<tr>
<td>Pueblo of Tesuque</td>
<td>Absent</td>
<td></td>
</tr>
</tbody>
</table>

**Staff Present**
- Mr. Anthony J. Mortillaro, Executive Director
- Mr. Stephen Dahlquist, Executive Assistant
- Mr. Tim Mildren, Finance Director
- Mr. Peter Dwyer, Legal Counsel
- Ms. Delilah Garcia, Operations Director
- Mr. Jim Nagle, Public Information Officer
- Mr. Joe Palmeri, Human Resources Director

**Others Present**
- Mr. Dave Doolittle, NM Veterans Transportation Network (Vet Rides)
- Mr. Michael Herrick
- Ms. Boderra Joe, Rio Grande Sun
- Ms. Elizabeth Martin, Stenographer

2. **INTRODUCTIONS**

There were no introductions.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

4. **MOMENT OF SILENCE**

A moment of silence was observed.
5. **APPROVAL OF AGENDA**

**MOTION** A motion was made by Councilor Salazar, seconded by Councilor Maggiore to approve the agenda as presented.

**VOTE** The motion passed by a roll call vote of 11-0 as follows:

> Village of Chama, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Rio Arriba County, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

6. **APPROVAL OF MINUTES**

**MAY 1, 2020**

**MOTION** A motion was made by Chair Mayor Barrone, seconded by Councilor Flury, to approve the minutes of May 1, 2020.

**VOTE** The motion passed on a roll call vote of 13-0 as follows:

> Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

7. **PUBLIC COMMENT**

None.

**PRESENTATION ITEMS**

None.

**PUBLIC HEARINGS**

None.

**ACTION ITEMS**

A. **Discussion and Consideration of Resolution No. 2020-18 Budget Adoption Fiscal Year 2021**
Mr. Mortillaro said we are presenting the final budget for consideration. Last month we presented the preliminary budget. Mr. Mildren will talk about any variances between the preliminary and final budgets. Mr. Mildren said on page 14 the variances from what you saw in May are listed.

Mr. Mildren reviewed the report.

**MOTION** A motion was made by Commissioner Fambro, seconded by Councilor Salazar, to approve the budget.

**VOTE** The motion passed on a roll call vote of 12-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

B. **Discussion and Consideration of Resolution No. 2020-19 Adopting a 2022 Infrastructure Capital Improvement Plan (ICIP)**

Mr. Mildren reviewed the plan and the list on page 185 of the meeting packet.

**MOTION** A motion was made by Councilor Gonzales, seconded by Ms. Ladd, to approve Resolution No. 2020-19.

**VOTE** The motion passed on a roll call vote of 13-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Village of Questa, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

C. **Discussion and Consideration of Agency Safety Plan**

Mr. Mortillaro stated that they brought a draft document to you that you approved a month ago. It was submitted to MPO for their review. Today, for your consideration, is the final draft.

Ms. Garcia reviewed the plan review process.

**MOTION** A motion was made by Councilor Maggiore, seconded by Mr. Montoya, to approve the Agency Safety Plan.
VOTE The motion passed on a roll call vote of 15-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Pueblo of Pojoaque, yes; Village of Questa, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

D. Discussion and Consideration of Cooperative Agreement (CA) with North Central New Mexico Veterans Transportation Network (Vet Rides) Regarding the Lease and Purchase of Certain Property (Vehicles)

Mr. Mortillaro explained that this agreement will allow us to obtain two vehicles from Chavez County. It is an agreement between NCRTD and the New Mexico Veteran Transportation Network.

Mr. Mortillaro reviewed the information in the packet.

Mr. Doolittle thanked the Board for considering this item. We appreciate it very much. Also thank you to the staff for their hard work and diligence in working this through. We currently have one van and the number of Veterans we transport to Albuquerque and Santa Fe dictates that we need at least one more van. We are prepared to insure it. We are set to go.

Chair Barrone said thank you for the services you provide for our Veterans in northern New Mexico. You provide a great service.

Mr. Doolittle said this will give us a bit of ability to expand. One of the vehicles we are getting has a ramp for wheelchairs.

MOTION A motion was made by Councilor Salazar, seconded by Councilor Gonzales, to approve the agreement.

VOTE The motion passed on a roll call vote of 14-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Pueblo of Pojoaque, yes; Village of Questa, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

E. Discussion and Consideration of Second Amendment to Professional
Services Agreement (PSA) with Steady Networks

Mr. Mortillaro explained that this item provides for the second-year renewal for our ongoing agreement with Steady Networks. This is a company we have used since 2011 for the maintenance of our information technology infrastructure. We are bringing this to you because subsequent renewals exceed his signature authority. This will authorize him to enter into this agreement and subsequent agreements as well. The agreement is in the packet and outlines the services they provide. It begins on page 244 of the packet. Rate for services is included as well. There is no change in rates for this renewal.

MOTION A motion was made by Councilor Flury, seconded by Councilor Maggiore, to approve the amendment.

VOTE The motion passed on a roll call vote of 15-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Pueblo of Pojoaque, yes; Village of Questa, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.

F. Review and Acceptance of Goals and Objectives for Executive Director for the Period of June 2020 - June 2021 and Such Additional Action Items the Board Deems Appropriate

Chair Barrone said Mr. Dwyer sent out this document to the Board.

Mr. Mortillaro outlined the changes in his goals, which were stated on page 255 of packet.

MOTION A motion was made by Chair Barrone, seconded by Councilor Salazar, to adopt the recommendation of the Executive Committee and to adopt the goals as set forth by Mr. Mortillaro.

VOTE The motion passed on a roll call vote of 14-0 as follows:

Village of Chama, yes; Town of Edgewood, yes; City of Espanola, yes; Los Alamos County, yes; Pueblo of Nambe, yes; Pueblo of Ohkay Owingeh, yes; Village of Questa, yes; Rio Arriba County, yes; Pueblo de San Ildefonso, yes; City of Santa Fe, yes; Santa Fe County, yes; Taos County, yes; Town of Taos, yes; Village of Taos Ski Valley, yes.
Chair Barrone thanked Mr. Mortillaro for all he had done and continues to do. You have a wonderful staff. Thank you for the good hires. We are looking forward to working with you three more years until you retire.

Mr. Mortillaro thanked the Executive Committee and the Board as a whole for your support to move the District forward and provide a high level of service to our constituents. This year he has completed nine years of service. We have been fortunate to acquire funding to achieve our goals. The future is bright. We have a great team of staff here to continue to ensure the vision and goals and objectives move forward and are implemented as the Board wishes.

DISCUSSION ITEMS

G. Review of April 2020 Financial Summary

Mr. Mildren reviewed the April 2020 financial summary.

There were no questions.

Chair Barrone thanked Mr. Mildren for his review.

H. Finance Subcommittee Report

Mr. Mortillaro reported that the subcommittee did not meet. It is tentatively scheduled to meet on June 19th. We will let the subcommittee know if we have topics to discuss.

I. Tribal Subcommittee Report

Ms. Ladd reported that the subcommittee has not met. We will be meeting in the next couple of weeks.

J. Sustainability Committee Report

Councilor Maggiore stated that there was no report at this time.

K. Executive Report and Comments from the Executive Director

a. Executive Report May 2020

Mr. Mortillaro said when we had our last financial audit it included a recommendation from our auditors that we do a risk and vulnerability assessment of the District’s Information Technology infrastructure. We did undertake that study. Michael Herrick, who provided the study, will give an overview of the findings and answer questions.
Mr. Herrick reviewed his presentation which is herewith attached to these minutes as Exhibit “1”.

b. Performance Measures for April 2020

Mr. Mortillaro stated that the written material for items j, b, c and d are included in the packet. If the Board has any comments or questions please contact him or Ms. Garcia.

c. Ridership Report for April 2020

This information was included in the meeting packet.

d. Results of Vulnerability Assessment for Information Technology Infrastructure

This information was included in the meeting packet.

e. Espanola Maintenance Facility Update

Mr. Mortillaro updated the Board on the progress to date with illustrations and an overview in the packet including new funding sources.

Councilor Gonzales asked are you looking at solar.

Mr. Mortillaro said the project does not have any solar built into it. It has the ability to have solar added to it in the future should there be a desire to do that. We are building other components into it such as water harvesting. A number of things are taking place there that are taking into consideration sustainability measures.

Mr. Mortillaro said as to the status of the District getting back to our original routes, we are looking at another round of route adjustments on June 29th. We are considering putting all routes back in service with few exceptions. Edgewood, the commuter to work route, will not be reinstated until the State opens back up for work in offices. Also the Jicarilla and Chama routes, Chama to Dulce. We are in discussions with the Jicarilla Apache Nation and the Village of Chama before we make any modifications to those routes. We just communicated with Taos Ski Valley and the Town of Taos regarding the green route that only runs in the winter. Normally those receive contributions from those communities. The Mountain Trail route is the same. We are recommending that we use CARES money for that and will not be asking for partnership contributions for those routes. The same will go for the Taos express route. We will not institute fares in any of those routes.

Ms. Garcia said she wanted to add that getting back to some level of normalcy,
whatever that is, we are looking forward to that. We are looking now at what we can do to restore the service to what we had prior to the pandemic. She and the operations staff and administrative staff are looking forward to getting back to what we do best. Providing transportation service to the public.

MATTERS FROM THE BOARD

None.

MISCELLANEOUS

Chair Barrone thanked everyone for being on the call. Continue to be safe and wear masks in the public.

ADJOURN

MOTION A motion was made by Commissioner Fambro, seconded by Councilor Maggiore, to adjourn.

VOTE The motion passed unanimously by voice vote.

There being no further business before the Board the meeting adjourned at 10:50 am.

NEXT BOARD MEETING
Friday, August 7, at 9:00 am

Approved by:

_________________________
Mayor Daniel R. Barrone, Chair

Attest:

_________________________
Councilor Scott Flury, Secretary/Treasurer

Submitted by:

_________________________
Elizabeth Martin, Stenographer
A Security Risk Assessment was recommended by Axiom Certified Public Accountants and Business Advisors LLC
STEADY NETWORKS
Predictable IT for Business
The Purpose of a Security Risk Assessment

- **Inventory** all technology systems
- **Identify** people, process, and policy systems
- **Document** existing security controls
- **Propose** new controls to improve security
- **Assess** business risk levels to set priorities
Risk Analysis Formula

Threat \times \text{Vulnerability} - \text{Controls} \Rightarrow \text{Risk}

Risk Assessment Factors

- Likelihood
- Impact
- Effectiveness
- Access protections on VPN
- All workstations are enrolled and managed by IT
- Software installation privileges are limited
- Workstations and servers are patched and kept up-to-date by IT

Resilience | Proposed Controls

- New technical and process controls to protect further against phishing
Resilience | Existing Controls

- Automated backups
- Insulated backups
- Redundant backups
- Tested restoration procedures

Resilience | Proposed Controls

- Review cyber liability insurance
Ransomware Risk

Risk is Well Managed
Ransomware Risk

New Controls Can Lower Risk Further

- Likelihood of Exploit
- Impact of Exploit
- Effectiveness of Controls
Seal of Approval

© LA Stickers
The Only Constant is Change
You’re never “done” with cybersecurity
FIND ME

Michael Herrick

I CHANGED MY PASSWORD

MATTERFORM - HIPAA

MATTERFORM
CONGRATULATIONS TO THESE TEAM MEMBERS ON THEIR ONE YEAR ANNIVERSARY AT THE RTD!
Title: Discussion and Approval of Award of Contract – On-call Engineering Services

Prepared By: Timothy J Mildren, Finance Director

Summary: The NCRTD does not have an engineering staff for projects which require experience with engineering and related services including: creating design packages, surveying, construction management federal grant compliance, and preparation of transit related studies for grant submissions. Therefore, staff prepared a request for qualifications (RFQ) for these services for the next 4 years due to the expiration of the current 4 year on-call contract. The contract specifies the agreed upon hourly rates for services, but each individual project will be determined by task orders from the District when funding and resources have been identified by staff. All Federal Transit Administration (FTA) requirement have been followed to insure federal grant requirements are met.

The Legal Notice for the RFQ was advertised on May 7, 2020 in the Albuquerque Journal, as well as the District’s website. The bid submittal deadline was June 5, 2020 (at 3:00p). One bid was received.

Staff evaluated the bid and recommends Wilson & Company for the award of the contract for the next four years per the cost schedule attached to the contract. The contractor understands that no task will be undertaken until directed and agreed to by the District in writing. The District staff will also recertify that the cost are still reasonable per the FTA guidelines.

Background: The potential projects/grants over the next 4 years that could require engineering services by NCRTD, but are not guaranteed by NCRTD are as follows:

1. Provide construction management of Phase VI-A Transportation Alternative Project (TAP) (Funded).

2. Create design package for Phase VII Transportation Alternative Project (TAP) to construct or reconstruct more American with Disabilities Act (ADA) compliant bus shelters (Likely to Occur-Funded).

3. Provide construction management of Phase VIII Transportation Alternative Project (TAP) (Likely to Occur-Funded).
4. Create design package for Phase IX Transportation Alternative Project (TAP) to construct or reconstruct more ADA compliant bus shelters (Likely to Occur).

5. Provide construction management of Phase X Transportation Alternative Project (TAP) (Likely to Occur).

6. Provide future design package and construction management for any additional phases of Transportation Alternative Project (TAP) funding (Not Guaranteed).

7. Provide future engineering estimates, plans, studies, and construction management for shelters, buildings, and site improvements on a case by case basis within the four-year contract (Not Guaranteed).

**Recommended Action:**
1. Authorize the Executive Director to execute a professional service agreement with Wilson & Company
2. Authorize the Executive Director to issue task orders over the next 4 years for engineering services that are funded through the Capital Improvement Plan (CIP) or operating budget for specific projects

Please note, any action taken by the NCRTD Board regarding the Award of On-call Engineering Services is contingent upon NMDOT, and FTA approval of the NCRTD on grant related projects.

**Options/Alternatives:**
1. Take no action; or
2. Adopt the recommendations, (recommended); or
3. Not adopt the recommendations and provide further direction to Staff.

**Fiscal Impact:** The total value of the services over the four-year life of the contract shall not exceed $249,000. The long term capital budget identifies funding over the next four years in the amount of $2,900,000.00 to be allocated for ADA TAP projects, a portion of which will be utilized to pay for these service.

**Attachments:**
- Request for Qualifications (RFQ)
- Submitted Proposal from Wilson & Company for On-call Engineering Services
- Offeror Listing for RFQ#2020-001 On-call Engineering Services
- On-Call Engineering Services Contract
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

On-call Engineering Services and Associated Services

RFQ#2020-001

May 5, 2020

Due back June 5, 2020 at 3:00pm
I. DEFINITIONS OF TERMINOLOGY AND ABBREVIATIONS

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations. All words capitalized for non-grammatical purposes shall have the meaning contained herein or that definition given in the District’s September 6, 2019 Procurement Policy. To the extent there is a conflict the definitions contained in this solicitation shall take precedence.

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 qualifications 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 the District.

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

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

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

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

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

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

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

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

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

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

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

**Request for Qualifications (RFQ)**- 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 qualifications. Material respects of a request for qualifications include, but are not limited to price, quality, quantity or delivery requirements.

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

**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. E-mail communications are permitted as long as there is a written confirmation of the receipt of said e-mails. Responsibility for the proof of delivery or receipt of an e-mail shall be with the party sending the e-mail.
II. OVERVIEW OF PROJECT

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish an indefinite delivery and indefinite quantity (IDIQ) contract through negotiations for the procurement of on-call engineering services inclusive of planning, design, environmental, inspection, and construction administration and management for North Central Regional Transit District (NCRTD or “the District”) for next 4 years.

This is a solicitation for qualification based competitive proposals pursuant to section 82 of the District’s procurement policy.

Because this solicitation is for Architectural Engineering (A&E) Services and Other Services. The Federal Transit Administration’s (FTA’s) enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, but also for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services.

Qualifications-Based Procurement Procedures. The following procedures apply to qualifications-based procurements:
(a) Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
(b) Price. Price is excluded as an evaluation factor.
(c) Most Qualified. Negotiations are first conducted with only the most qualified offeror.
(d) Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

A cost reimbursement type contract utilizing individual task orders by the District and project specific purchase orders will be utilized.

B. BACKGROUND INFORMATION

The District is soliciting statements of qualifications from engineering firms which have experience creating design packages, surveying, and construction management in accordance with federal grants, and preparation of transit infrastructure related studies for grant submission. The District operates 27 fixed routes, 3 on-demand routes, with over 449 bus stops, and 48 of those stops have shelters. The District services 10,079 square miles, serving an estimated population of 289,292. It provides predominately free bus transit connecting communities and pueblos throughout the counties of north central New Mexico including Los Alamos, Rio Arriba, Santa Fe and Taos. Further expanding its reach, the signature RTD Blue Buses provide riders with connections to New Mexico Rail Runner, Santa Fe Trails, New Mexico Park and Ride, Los Alamos Atomic City Transit, Taos and Red River
Miner’s Transit. All of its buses are ADA accessible and equipped with bicycle racks. It provides services as far north as Costilla near the Colorado border and as far south as the Town of Edgewood.

C. SCOPE OF PROCUREMENT

The level of effort for all potential projects over the four-year contract term are currently undeterminable, so potential Offerors are being asked to provide job classifications for all potential personnel used under this contract as well as labor hours, overhead and materials of the estimated cost of services.

The potential projects/grants over the next 4 years that could require engineering services by NCRTD, but are not guaranteed by NCRTD are as follows:

1. Provide construction management of Phase VI-A Transportation Alternative Project (TAP) (Funded).

2. Create design package for Phase VII Transportation Alternative Project (TAP) to construct or reconstruct more ADA compliant bus shelters (Likely to Occur-Funded).

3. Provide construction management of Phase VIII Transportation Alternative Project (TAP) (Likely to Occur-Funded).

4. Create design package for Phase IX Transportation Alternative Project (TAP) to construct or reconstruct more ADA compliant bus shelters (Likely to Occur).

5. Provide construction management of Phase X Transportation Alternative Project (TAP) (Likely to Occur).

6. Provide future design package and construction management for any additional phases of Transportation Alternative Project (TAP) funding (Not Guaranteed).

7. Provide future engineering estimates, plans, studies, and construction management for shelters, buildings, and site improvements on a case by case basis within the four-year contract (Not Guaranteed).

It is anticipated that the District will enter into a Professional Services Agreement (PSA) with the selected Contractor to provide professional engineering services on an On-Call basis. The term of the PSA will be: a) one year from the date of execution with the option for 3 additional one-year extensions; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the contract expiration date. An example PSA has been included in this RFQ.

The District may request the Engineering Firm provide a proposal to complete a scope of work for select engineering projects as defined by the District. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. The scope of work and fee for individual Assigned Task Orders shall be approved by the Project
Manager and Executive Director. Execution of the PSA and/or the submission of proposals for Task Orders do not guarantee the award of any Assigned Task Orders.

In summary, the On-Call Engineering will take the form of the following structure:

- **Project Task Orders:** (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services precludes reasonable estimates of time to complete. Engineering Firm shall be required to submit detailed time records, documentation for other expenses, and such other evidence.

- The District will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Engineering Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm’s contract rates, for accomplishing the work. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules.

- All proposals under this Agreement must reference the Agreement/Contract number on the proposal, to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Firm’s Terms and Conditions rather than those negotiated as part of the contract will not be accepted.

- Each Project Task Order will be reviewed and approved in writing by the District representative prior to Engineering Firm initiating any work. The Firm shall be Responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. Firm shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.

- Following successful negotiations, the District will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Purchasing Office. Once the Purchasing Office has processed the purchase order (and assigned a number) specific to the Task order, the District may authorize the Firm to proceed with the work.

- The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Finance Department and without a written Notice to Proceed from the District’s representative (Project Manager). The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
o The Firm’s services shall be considered complete upon satisfactory completion and acceptance by the District’s Representative of the services outlined in the Project Order.

o The successful Firm(s) shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Firm or any employee, agent, or subcontractor of the Firm under this Agreement. The Firm shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in its employee’s, agent’s or subcontractor’s designs, drawings, specifications, reports and other services.

o The Engineering Firm must acknowledge that approval by the District of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Engineering Firm of its responsibility for the technical accuracy and adequacy of the work. The Engineering Firm shall be and remain liable in accordance with applicable law for all damages to the District caused by the Engineering Firm.

o All work will be subjected to the performance audit and indirect cost analysis required by 49 U.S.C. Section 5325(b)(2).

D. TIMETABLE AND BUDGET

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

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

E. AUDITS AND INDIRECT COSTS

As required by 49 U.S.C. Section 5325(b)(2), the following requirements apply to a third-party contract for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services:

(a) Performance of Audits. The third-party contract or subcontract must be performed and audited in compliance with FAR Part 31 cost principles.

(b) Indirect Cost Rates. The recipient and the third-party contractor, its subcontractors and subrecipients, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute.
(c) Application of Rates. After a firm’s indirect cost rates established as described in subparagraph 3.f(4)(b) of FTA Circular 4220.1F are accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.

(d) Prenotification; Confidentiality of Data. Before requesting or using cost or rate data described in subparagraph 3.f(4)(c) above, a recipient must notify the affected firm(s). That data must be kept confidential and may not be accessible by or provided by the agency or group of agencies that share cost data under this subparagraph, except by written permission of the audited firm. If prohibited by law, that cost, and rate data may not be disclosed under any circumstances. FTA recognizes that many States have “Open Records” laws that may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using a firm’s cost or rate data, not only should a recipient notify the affected firm, but it must also obtain permission to provide that data in response to a valid request under applicable State law. The confidentiality requirements of 49 U.S.C. 5325(b)(2)(D) cannot be waived, even if those confidentiality requirements conflict with State law or regulations.

F. CHIEF PROCUREMENT OFFICER

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

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

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

   Name: Tim Mildren, Chief Procurement Officer  
   Reference RFQ Name: On Call Engineering  
   RFQ # 2020-001  
   Address: 1327 N. Riverside Drive  
             Española, NM 87532

3. All correspondence, communication and contact regarding any aspect of this solicitation or offers shall be only with the Chief Procurement Officer identified above. Unless otherwise instructed by the CPO, the offeror and their representatives shall not make any contact with or try to communicate with any member of District, its employees and/or consultants, regarding any aspect of this solicitation or offers. At any time during this procurement up to the time specified in the procurement schedule, offerors may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFQ, or any addenda to the RFQ.
4. Any revisions to the RFQ will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the abovementioned person by 5:00 p.m., April 9, 2019.
III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFQ contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The CPO will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates Sample Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Qualifications Issued</td>
<td>NCRTD</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications due to NCRTD</td>
<td>Potential Offerors</td>
<td>May 8, 2020</td>
</tr>
<tr>
<td>NCRTD Responds to Questions and Clarifications</td>
<td>NCRTD</td>
<td>May 12, 2020</td>
</tr>
<tr>
<td>Responses to Solicitation Due Date</td>
<td>Potential Offerors</td>
<td>June 5, 2020</td>
</tr>
<tr>
<td>Evaluation of Qualification Received</td>
<td>NCRTD</td>
<td>June 9, 2020</td>
</tr>
<tr>
<td>Proposer Presentations/Interviews</td>
<td>Potential Offerors</td>
<td>TBD</td>
</tr>
<tr>
<td>Anticipated Award by Board of Directors</td>
<td>NCRTD</td>
<td>August 7, 2020</td>
</tr>
<tr>
<td>Protest Deadline</td>
<td>NCRTD</td>
<td>August 24, 2020</td>
</tr>
<tr>
<td>Submit Responsibility Determination Form</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. Cost Analysis and Price Analysis

2 CFR Parts 200 and 1201, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance) requires the District (also referred to as the “recipient”) to perform a cost analysis or price analysis in connection with every procurement that exceeds the federal simplified acquisition threshold and contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.

a. Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market...
price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

(1) Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.

(2) Profit. FTA expects the recipient to negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor’s investment, the amount of subcontracting, the quality of the contractor’s record of past performance, and industry profit rates in the surrounding geographical area for similar work.

b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. As discussed previously in subsection 3.a of this Chapter, the price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services. Guidance on Cost and Price Analysis. FTA recognizes that some recipients may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA nor DOT may change the Uniform Guidance’s requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the FAR.

The recipient may use the following resources as guidance in preparing cost or price analyses:

(1) FTA’s “Best Practices Procurement Manual,” Chapter 5,
(2) The National Transit Institute Course, “Cost or Price Analysis and Risk Assessment,”
(4) FAR Part 31, Contract Cost Principles and Procedures, and

2. Issuance of RFQ

This RFQ is being issued on behalf of NCRTD as indicated in the sequence of events.
3. Question Submittals

Potential Offeror(s) are encouraged to submit written questions prior to the date indicated in the sequence of events to allow potential offerors enough time to complete a responsive and responsible offer.

All written questions will be addressed in writing on the District’s website by the date listed in the Sequence of Events. The submission of questions is not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the CPO as to the intent to provide clarification of this RFQ until close of business the day indicated in the sequence of events. All written questions must be addressed and will be responded by the CPO. Questions emailed shall be clearly labeled “IMPORTANT- [NAME OF OFFEROR] RFQ# 2020-001 QUESTION”

5. 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.

6. Submission of RFQ

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CPO OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN DAYLIGHT TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after these deadlines will not be accepted. The date and time of receipt will be recorded on each proposal.

Documents must be addressed and delivered to the CPO at the address listed in Section I. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ# 2020-001. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Qualifications. Awarded in this context means the final required signature on the contracts resulting from the procurement has been obtained.

7. 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.

8. Selection of Finalists

RFQs will be evaluated using the Evaluation Criteria presented within this document. An Evaluation Committee comprised District employees will review and rank the proposals from most qualified to least qualified to perform the scope of services based on the number of points accumulated on the evaluation form.

If necessary, interviews with up to three (3) of the highest ranked firms may be scheduled and conducted by the Evaluation Committee to further differentiate among respondents’ qualifications to further inform final rankings. Each firm will be responsible for all costs (e.g., travel, staff time, and presentation materials) related to any interviews conducted.

Based on the Evaluation Committee’s ranking of the respondents, in conjunction with the results of interviews, the highest ranked firm will be notified by the District’s CPO of an intent to award the contract and will enter into contract negotiations for the project.

The District and the Evaluation Committee reserve the right to reject any and/or all submissions if deemed in its best interests of the District or if they don’t comply with the parameters or requirements set forth in this RFQ. In the same manner the District and the Evaluation Committee reserve the right to waive any irregularities or technicalities when it deems the public interest will be served.

Thereby, the Evaluation Committee will select, and the CPO notify, the finalist Offerors by the deadline of Sequence of Events or before when possible.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFQ 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.

10. Contract Awards

If, and when, the District and the selected firm arrive at a mutually acceptable scope and commensurate fee, the District will present the selected firm and proposed contract to the Board of Directors for approval.
After review of the signed contractual agreement, the CPO and/or a member of the evaluation team will recommend for award to the Board of Directors as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the CPO.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFQ.

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 RFQ.

11. 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 Qualifications. 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 Daylight Time on the 15th day. Protests must be written and shall include the name and address of the protestor, the request for proposal number, a statement of the grounds for protest including appropriate supporting exhibits and specify the ruling requested from the party listed below. The protest must be delivered to CPO before the deadline. Protests received after the deadline will not be accepted.
IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF COPIES

Proposers shall submit one (1) original-unbound and four (4) bound copies of their proposal. The proposal submittal must be clearly labeled and numbered and indexed and submitted as outlined herein. 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. 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):

- List
- Proposal - Binder 1
- Confidential Information - Binder 2

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.

Responses containing confidential information must be submitted as two separate binders:
- Unredacted version for evaluation purposes
- Redacted version (information blacked out and not omitted or removed) for the public file

Any proposal that does not adhere to the requirements of this Section and Section IV Proposal Content and Organization, may be deemed non-responsive and rejected on that basis.

B. RESPONSE FORMAT

1. Proposal Content and Organization

Proposal (Binder 1):
A. Signed Letter of Transmittal
B. Table of Contents
C. Response Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror’s Additional Terms and Conditions
F. Response to Specifications
   1. Organizational Experience
   2. Organizational References
   3. Financial Stability - Financial information considered confidential should be placed in the Confidential Information binder.
   4. Signed Campaign Contribution Form
G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFQ must be thoroughly completed and included in the appropriate section of the proposal.

The response summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s response.

2. Confidential Information Binder 2
   a) Financial Stability Information
   b) Signed Campaign Contribution Form
V. SPECIFICATIONS

Offerors should respond in a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DEMONSTRATION OF RESPONSIBILITY TO PERFORM THE WORK

The prospective contractor must demonstrate affirmatively to the District that it qualifies as “responsible” under the standards of 49 U.S.C. Section 5325.

49 U.S.C. Section 5325 requires that FTA assisted contract awards be made only to “responsible” contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the recipient that it qualifies as “responsible” under the standards of 49 U.S.C. Section 5325, and that its proposed subcontractors also qualify as “responsible.” Before making an award to a contractor a recipient shall consider:

A. the integrity of the contractor
B. the contractor’s compliance with public policy
C. the contractor’s past performance
D. the contractor’s financial and technical resources

Only responsible offerors will be considered for award of the contract. Firms not meeting the definition of responsible or failing to meet the “Business Specifications of subsection C. shall not be considered for award of the contract.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience Expertise and Qualifications

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, FHWA, AASHTO, PROWAG, Buy America and other appropriate requirements.

2. Project Management System

In the Project Management System Area, it is highly recommended that the Offeror provide sufficient content and detail to answer completely the following:
1. Describe the firm’s Quality Assurance and Quality Control procedures.
2. Describe the firm’s tracking system to monitor project budget and scope.
3. Provide the firm’s scheduling program/process and identify the type of software or process and list up to three (3) projects where this software has been utilized successfully.
4. Describe the firm’s process for interacting with their internal project team.
5. Describe the firm’s ability to provide interaction with clients and stakeholders.

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 April 6, 2020 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; (5) Staff assigned to referenced engagement that will be designated for work per this RFQ; and (6) Client project manager name, telephone number, fax number and e-mail address.

4. Project Specific Qualifications

Demonstrate specific qualifications to perform work on the potential projects/grants over the next 4 years that could require engineering services by NCRTD but are not guaranteed by NCRTD Including all items listed in Section II, C Above.

The level of effort for all potential projects over the four-year contract term are currently undeterminable, so potential Offerors are being asked to provide job classifications for all potential personnel used under this contract.

5. Organizational Personnel and Resources

Demonstrate that the organization has the personnel and capacity to timely complete all projects without diverting resources or personnel from other clients.
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 RFQ. The Evaluation Committee may request an Offeror to provide an IN PERSON oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and/or seek clarifications.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10-K, as well as financial statements for the preceding two years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D&B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

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 RFQ; and
      1. Acknowledge receipt of any and all amendments to this RFQ.
      2. Be signed by the person identified in letter “b)” above.

3. Campaign Contribution Disclosure Form
The Offeror must complete an unaltered Campaign Contribution Disclosure Form “APPENDIX A” and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made.
VI. EVALUATION

A. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFQ by an evaluation committee. Proposals deemed non-responsive or detrimental to the best interest of the District under subsections A or C above 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 section B above. The District will accept responses 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. In general, the top 3 offerors will be deemed “finalists.” The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award.

Table 1: Evaluation Point Summary

<table>
<thead>
<tr>
<th>Factors</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Experience Expertise and Qualifications:</td>
<td>20 Points</td>
</tr>
<tr>
<td>Project Management System:</td>
<td>15 Points</td>
</tr>
<tr>
<td>Organizational References</td>
<td>10 Points</td>
</tr>
<tr>
<td>Project Specific Qualifications</td>
<td>20 Points</td>
</tr>
<tr>
<td>Organizational, Personnel and Resources:</td>
<td>20 Points</td>
</tr>
<tr>
<td>Oral Presentation</td>
<td>15 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 RFQ.

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 RFQ shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFQ 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 RFQ. 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 Responses

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 Response
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. Offeror’s Offer Firm

Responses to this RFQ, 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 Response 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 RFQ 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 RFQ 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 RFQ 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 RFQ. Any Offeror’s concerns must be promptly submitted in writing to the attention of the CPO.

14. **Governing Law**

This RFQ 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 RFQ 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 RFQ (Sample Contract) with any Offeror. The contents of this RFQ, 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 RFQ 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 RFQ “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 RFQ 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 RFQ 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 RFQ 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 Policy 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 RFQ. Failure to disclose any of the aforementioned and/or any other legal actions will disqualify an offeror from the selection process.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities and/or informalities. The Evaluation Committee also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives
The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

22. Notice of Penalties

The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. District Rights

The District in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

The District reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the District.

The District reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFQ to be nonresponsive.

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 RFQ 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 RFQ 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 RFQ

This RFQ is being made available by electronic means. In the event of conflict between a version of the RFQ 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. Disclosure Regarding Responsibility

a) Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
   i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
   ii. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      2. Violation of federal or state antitrust statutes related to the submission of offers; or
      3. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
iii. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

iv. Has, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds $3,000 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:

1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

c) The Contractor shall provide immediate written notice to the CPO if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement.

e) Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

g) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other
party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Purchasing Agent may terminate the involved contract for cause. Still further the Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Purchasing Agent.

31. Conflict of Interest

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 result in construction work, series 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.

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 RFQ 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 qualifications and ending with the award of the contract or the cancellation of the request for qualifications.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Name of Applicable Public Official: _________________________________________

Date Contribution(s) Made: __________________________________________

Amount(s) of Contribution(s) __________________________________________

Nature of Contribution(s) __________________________________________

Purpose of Contribution(s) __________________________________________

(Attach extra pages if necessary)

__________________________________________

Signature    Date

__________________________________________

Title (position)

—OR—
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_________________________________________  _______________________
Signature       Date

_________________________________________
Title (Position)
This AGREEMENT (this “Agreement”) is entered into by and between the North Central Regional Transit District, a duly formed subdivision of the State of New Mexico, ("NCRTD or District"), and ________________(hereinafter collectively the "Parties") to be effective for all purposes as of March 30, 2020.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, District and Contractor agree as follows:

SECTION A. SERVICES: This is an Agreement for on-call engineering and architectural services.

1. Contractor Services. District, at its sole discretion, will notify Contractor when Contractor services are required. Tasks shall be submitted by the District to the Contractor on a form substantially consistent with the specimen attached hereto as Exhibit A. The Services will include:

   a. Continue to provide all services contained in their response to the RFQ and the Scope of Work from the 2016 solicitation and any and all addenda as described in the NCRTD’s RFQ and as outlined in the task order.

   b. Deliver completed project in a timely manner with all work to be done in cooperation with the District’s project coordinator and in accordance with the task order.

   c. Submit invoices as outlined in Contractor’s proposal, containing a detailed report of work performed. Invoices shall be substantially in the form outlined in Contractor’s proposal, and shall contain a detailed report of work performed sufficient to meet New Mexico Department of Transportation, Federal Highway Administration requirements and Federal Transit Administration requirements in Appendix A. Contractor recognizes and acknowledges that the District must make reports of progress including actual costs and expenses incurred as of the reporting date. Contractor’s failure to timely submit information sufficient for this purpose may compromise the District’s ability to obtain federal funds and may in turn compromise payments by the District to the Contractor for amounts otherwise compensable under this Agreement.

   d. Contractor may be required to attend NCRTD Board meetings and provide advice to the full NCRTD Board if requested to do so by the Executive Director.

   e. Contractor may be required to perform such acts and render such services as are reasonably necessary to complete the work contemplated under this Agreement.
f. Contractor understands and agrees that the professional services covered by this scope of work are to be performed and delivered by the principal professionals within the Contractor’s firm and those listed in its response to the RFQ and that substitution of subcontractors or delegation of critical work to subordinates needs prior approval from the NCRTD.

g. All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

2. Contractor General Requirements.

   a. Contractor shall supply all equipment and labor necessary to perform the scope of work as described above.

   b. If notified by District to perform Services identified herein, standard work hours shall be from 8:00 a.m. to 5:00 p.m. during normal business days, Monday through Friday.

SECTION B. TERM: The term of this Agreement shall commence effective March 30, 2020 and shall continue to June 30, 2021. The contract may terminate sooner if the aggregate compensation of $100,000 is exhausted prior to the expiration of the term of this Agreement.

SECTION C. COMPENSATION:

1. The NCRTD shall pay to the Contractor a fee consistent with the fee schedule attached hereto as Exhibit B and the agreed upon task order plus New Mexico gross receipts tax. Said amount shall be paid per the terms of the task orders. The agreed upon amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act or as set forth below.

2. Payment shall be made upon receipt of invoice from the Contractor in accordance with the task order. All invoices shall contain a detailed report of work performed and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.

3. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility. The New Mexico Gross Receipts Tax (NMGRT) levied on the amounts payable
under this Agreement shall be paid by the District to the Contractor and have not been incorporated into the fee amounts listed on the task orders.

4. Contractor agrees to refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

5. Total compensation for all Agreements, including all possible extensions, shall not exceed a combined total of ____________________ ($________000.00), excluding NMGRT.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from District; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

SECTION H. EMPLOYEES AND SUBCONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or subcontractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold
harmless District for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to District. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to District’s obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. District may require certificates of insurance or other evidence acceptable to District that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General liability insurance and automobile liability insurance shall name District as an additional insured and provide that District will be notified no less than thirty (30) days in advance of cancellation. These insurance requirements may only be waived by the Executive Director of the District who shall not be deemed to have waived any such requirement unless the waiver specifies the specific insurance coverage requirement waived and is in writing.

1. **General Liability Insurance:** $1,000,000 combined single limit per occurrence.

2. **Workers’ Compensation:** In an amount as may be required by law. District may immediately terminate this Agreement if Contractor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so.

3. **Automobile Liability Insurance for Contractor and its Employees:** An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the 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.

SECTION K. 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 the staff 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 staff has no obligation to seek or obtain approval for any amendment, extension, or other charges.

SECTION L. RECORDS AND AUDITS: 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 District all records, books of account, memoranda,
and other documents pertaining to District 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.

**SECTION M. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION N. INDEMNITY AND RELEASE:** Contractor shall indemnify, hold harmless and defend District, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys’ fees, of any kind or nature, arising from Contractor’s performance hereunder or breach hereof and the performance of Contractor’s employees, agents, representatives and subcontractors. The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all contract 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.

**SECTION O. FORCE MAJEURE:** Neither District nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION P. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

**SECTION Q. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor’s employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION R. 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.

**SECTION S. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico, New Mexico.
SECTION T. PROHIBITED INTERESTS: Contractor agrees 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 of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement.

SECTION U. TERMINATION:

1. Generally. District may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

2. Funding. This Agreement shall terminate without further action by District on the first day of any District or federal fiscal year for which funds to pay compensation hereunder are not appropriated by the District or the federal government. District shall make reasonable efforts to give Contractor advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by electronic transmission or three (3) days after deposit in the United States mail:

NCRTD:
Anthony Mortillaro
Executive Director
1327 N. Riverside Drive
Espanola, NM 87532
Anthonym@ncrtd.org

Contractor:

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on District until approved in writing by both District and Contractor.

SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

1. 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.

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

a. 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;

b. 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;

c. 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;

d. 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; and

e. 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.

3. Contractor’s representations and warranties in Paragraphs A and B of this Article 10 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 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in
Paragraphs A and B of this Article 12 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.

4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 10.

5. A Campaign Contribution Disclosure Form may be required for any contribution to elected officials serving on the District’s Board consistent with the local governing bodies respective requirements. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION Y. 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.

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

**BUY AMERICA REQUIREMENTS**

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

Although this is a design contract and therefore does not directly require compliance with Buy America, the A/E firm shall design the project in such a way as to take into account the requirements of Federal Transit Administration's Buy America requirements upon the construction of the maintenance facility.

**LOBBYING**

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

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

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

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 Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

NOTIFICATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify NCRTD so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

BY: _____________________ ________________  DATE
ANTHONY J. MORTILLARO  EXECUTIVE DIRECTOR

Approved as to form:

______________________________
PETER DWYER  CONTRACTOR:
LEGAL COUNSEL

BY: _____________________ ________________  DATE
NAME:__________________________  TITLE:__________________________
APPENDIX C

LETTER OF TRANSMITTAL FORM
APPENDIX C
Letter of Transmittal Form

RFQ#: _____________________________

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 RFQ.
   ____ I acknowledge receipt of any and all amendments to this RFQ.

________________________________________________ _____________________, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

RTD
SERVING NORTH CENTRAL NEW MEXICO
NCRTD, as a part of the RFQ 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 Tim Mildren, CPO  
1327 N. Riverside Drive  
Española, NM 87532

by June 1, 2020 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.
RFQ # 2020-???
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to North Central Regional Transit District, c/o Purchasing Agent via facsimile or e-mail at:

Name: Tim Mildren
Address: 1327 N. Riverside Drive
        Española, NM 87532

Telephone: (505)629-4701
Fax: (505)747-6647
Email: timm@ncrtd.org

no later than June 1, 2020 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Purchasing Agent listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending)</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this Company in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with documentation and/or materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   Name: ___________________________ Rating: ___________________________
   Name: ___________________________ Rating: ___________________________
   Name: ___________________________ Rating: ___________________________
   Name: ___________________________ Rating: ___________________________
   COMMENTS:

7. How satisfied are you with the products developed by the vendor?
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
   COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
   COMMENTS:

10. Would you recommend this vendor's services to your organization again?
APPENDIX E
CERTIFICATIONS
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
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 ________________________________________________

(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 RFQ 202-??? On Call Engineering

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: _____________________
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 market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).
Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make
them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;

8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at https://nmdot.dbesystem.com

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.
VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient’s DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors
A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT’s prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**IX. Bidders List (§26.11)**

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

**X. Reporting**

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.
Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

**XI. Incorporation of Agreement**

This Agreement is incorporated into Subrecipient’s financial assistance agreement with NMDOT by reference and made a part of that agreement.

<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>
Letter of Transmittal
June 5, 2020

North Central Regional Transit District
Tim Mildren, Chief Procurement Officer
1327 N. Riverside Drive
Espanola, NM 87532

RE: Proposal for NCRTD On-Call Engineering Services and Associated Services, RFQ # 2020-001

Dear Mr. Mildren,

Wilson & Company has assembled a complete team of experts that includes award-winning transportation engineers, designers, construction administrators, planners, environmentalists, and surveyors, as well as experienced grant writers. Together we will develop the right solutions within the constraints of each on-call task’s schedule and budget. The most important point in this response referenced throughout our submittal is: **We can integrate the tasks and requirements for your On-Call Engineering Services and Associated Services contract in a flexible, efficient, and technically astute manner.**

It is this integration capability that makes the Wilson & Company team the right choice for the North Central Regional Transit District (NCRTD). Our project approach, previous experience and people will be featured in this response; our team has collaborated on a number of on-calls. Our knowledge and dedication to create successful projects are important – but it is how we integrate this expertise that make us stand out. We offer:

- **Local Presence/Quick Response:** Our Project Manager, Conrad Ley is a short drive away. He has over 10+ years of experience and is committed to ensuring immediate response to the NCRTD staff.

- **Successful Project History.** Our team has completed numerous projects for the NCRTD including their Americans with Disabilities Act (ADA) Transition Plan, several phases of transit stop improvements, and several other small tasks. Through our work on these projects we have established a positive working relationship with the NCRTD and have become very familiar with the NCRTD’s infrastructure. We have also completed several projects for many of the NCRTD’s community members.

- **Extensive On-call Project Experience.** Our team has assisted numerous New Mexico communities and agencies with on-call engineering services. Our experience will assure your task orders move quickly and efficiently towards completion.

- **Resources.** With over 500 A/E staff members, we have the resources to meet challenging schedules. I, Conrad Ley, will serve as the Project Manager but we have provided you a team of Task Managers that are proven leaders in completing work in their respective fields.

- **Effective “Higher Relationships” Management:** Conrad Ley and our principal in charge, Edward Cordova, will provide “hands on” leadership with a clear understanding of NCRTD’s goals and priorities.

This team provides local understanding, specialized technical expertise and national experience. We offer you perspectives that only our team can provide. If you have any questions, please do not hesitate to contact me at 505-205-4445, or Conrad.Ley@wilsonco.com.

We acknowledge there was no addendum published on the NCRTD website.
We encourage you to contact us for any other information or questions. We look forward to continuing our work with the NCRTD.

The following information complies with the Request for Proposal (RFP).

a) Wilson & Company, Inc., Engineers & Architects is the submitting organization.
b) Edward Cordova, PE, PTOE, is authorized to contractually obligate Wilson & Company.
c) Conrad Ley, PE is authorized to negotiate the contract on behalf of Wilson & Company; Conrad.Ley@wilsonco.com; 505 205 4445.
d) Please contact Conrad Ley, PE for clarification; Conrad.Ley@wilsonco.com; 505 205 4445.
e) We are teaming with T2 and Terracon as our sub-contractors.
f) Wilson & Company has a great working relationship with the NMDOT staff as well as several local governments throughout Northern New Mexico.
g) Identify the following with a check mark and signature where required:

i. Wilson & Company accepts the Conditions Governing the Procurement stated in Section III;

ii. Wilson & Company accepts of Section IV of this RFQ; and

1. There were no issued addendum for this RFQ.

2. Signed below by Edward Cordova and Conrad Ley

Wilson & Company takes pride in partnering with NCRTD and serving as an extension of your staff. As you review our qualifications and experience, you will agree that our team is highly competent and committed to providing the results you want. We share in your vision to “set the standard for a safe, reliable and efficient transportation system”. We look forward to continuing our strong working relationship with NCRTD, and ask you to select Wilson & Company.

Sincerely,

Edward Cordova, PE, PTOE
Vice President
505 259 7259
Edward.Cordova@wilsonco.com

Conrad Ley, PE
Project Manager
505 205 4445
Conrad.Ley@wilsonco.com

Wilson & Company, Inc., Engineers & Architects
discipline | intensity | collaboration | shared ownership | solutions
APPENDIX C

Letter of Transmittal Form

RFQ#: 2020-001

Offeror Name: Wilson & Company FED ID# 48-1176300

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:
   
   Wilson & Company, Inc., Engineers & Architects
   
   4401 Masthead Street NE, Suite 150
   
   Albuquerque, NM 87109

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   
   Name: Edward Cordova
   
   Title: Vice President
   
   E-Mail Address: Edward.Cordova@wilsonco.com
   
   Telephone Number: 505-259-7259

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   
   Name: Conrad Ley
   
   Title: Project Manager
   
   E-Mail Address: Conrad.Ley@wilsonco.com
   
   Telephone Number: 505-205-4445

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   
   Name: Conrad Ley
   
   Title: Project Manager
   
   E-Mail Address: Conrad.Ley@wilsonco.com
   
   Telephone Number: 505-205-4445

5. Use of Sub-Contractors (Select one)
   
   X The following sub-contractors will be used in the performance of any resultant contract:
   
   T2 Utility Engineers for SUE and Terracon for Geotechnical services.

   (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.

   Wilson & Company has a great working relationship and successfully completed several task with the NMDOT staff and several local governments throughout Northern New Mexico as well as NCRTD's community members.

7. X 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.

   X I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFQ.

   X I acknowledge receipt of any and all amendments to this RFQ.

   ________________________________  June 5, 2020

   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
Table of Contents
Letter of Transmittal

Table of Contents

RESPONSE SUMMARY ................................................................. i
RESPONSE TO CONTRACT TERMS AND CONDITIONS ................. 1
OFFEROR'S ADDITIONAL TERMS AND CONDITIONS .................. 2
RESPONSE TO SPECIFICATIONS .................................................. 3
Organizational Experience ......................................................... 3
Project Management System ..................................................... 5
Organizational References ......................................................... 7
Project Specific Qualifications ................................................... 8
Organizational Personnel and Resources .................................... 11
Response Summary
Response Summary

Founded in 1932, Wilson & Company is a multidisciplinary engineering, architecture, surveying, mapping, environmental, and planning firm employing staff throughout 14 offices in 9 states.

We have 500 professionals, 170 in New Mexico, including planners; civil, mechanical, electrical, and structural engineers; architects; environmental specialists; surveyors; mappers; GIS specialists; right-of-way (ROW) agents; financial analysts; program and construction managers; grant administrators; and construction observers.

Wilson & Company represents quality services, and we are proud of the capabilities of our staff members and their achievements in the industry. We believe that close working relationships with our clients and the quality of our work products are key to the high percentage of repeat clientele we maintain. From the earliest stage of planning through project completion, our staff works to ensure that the aesthetic, functional, and financial requirements of our projects are met. Our dedication to our clients represents the ultimate in customer service, and distinguishes Wilson & Company from the rest.

The NCRTD serves a diverse traveling demographic as users travel between home and work, activities, or to visit family and friends in northern New Mexico. For those who have a disability, facilities that accommodate their unique needs are of extreme importance just to get to and from commonly visited destinations. As such, being transit dependent means that their quality of life is greatly impacted by the design of infrastructure in and around every transit stop, and how those stops interact with the activities that are the destination of the trip.

We provide services to a diverse client base including tribal, federal, and municipal governments; public transportation agencies; railroad companies; industrial and commercial corporations; private developers; institutional, primary, and secondary education; health care; and renewable energy companies.

Wilson & Company is proactive in staying abreast of state and federal guidelines. We do this by staying knowledgeable in the latest standards, and then testing those standards through critical thinking, innovative planning and design. Our project manager, Conrad Ley, has worked with the New Mexico Department of Transportation (NMDOT) to develop manuals and standard details that incorporate current American with Disabilities Act (ADA)-compliant design practices and successful implemented multiple ADA improvement projects for local governments throughout New Mexico.
Response to Contract Terms and Conditions
Wilson & Company Inc., Engineers & Architects accepts the conditions laid out in the contract for federal funding of the Request for Qualification #2020-001.
Offeror’s Additional Terms and Conditions
Wilson & Company Inc., Engineers & Architects does not have any additional terms and conditions.
Response to Specifications
GENERAL INFORMATION

Principal Member: Edward Cordova, PE, PTOE, (NMPE# 15788) is the principal-in-charge and responsible for the administration of this contract.

Direct Responsible Charge: Conrad Ley, PE, (NMPE# 21229) is the project manager.

All work performed for this contract will be completed from Wilson & Company’s main office in Albuquerque:

4401 Masthead St. NE
Suite 150
Albuquerque, NM 87109
505 348 4000

Subconsultants:
Wilson & Company selected the following subconsultants based on their successful past performance and specialized skill sets.

T2 Utility Engineers (SUE)
815 Broadbent Ave. NE, Suite A
Albuquerque, NM 87107
505 345 7538

Terracon (Geotechnical)
6805 Academy Parkway West NE
Albuquerque, NM 87109
505 797 4287

ORGANIZATIONAL EXPERIENCE

NCRTD Projects

Wilson & Company has had the privilege to work with NCRTD to make ADA improvement to their bus stops throughout Northern New Mexico. The improvements to the bus stops began with the completion of the 2015 NCRTD ADA transition plan. This plan included the inspection of NCRTD’s current stops throughout northern New Mexico. Each stop was evaluated with an ADA compliance check list. All the data collected was used to generate a matrix, which included the ADA compliance and ridership data.

This matrix was used to prioritize the improvements for NCRTD. The improvements to the bus stops have been grouped, based on geographic locations and are being completed in phases as funding is available.

The first phase of construction was in 2016 with improvements to nine stops (81, 82, 83, 84, 85, 86, 99, 101, and 102) within the City of Española. The design process included close coordination with the NMDOT District 5, Federal Highway Administration (FHWA), City of Española officials, and NCRTD staff. In 2017, the ADA improvements included the stops 88, 96, 100, and 264 also located in Española. The funding was moved from FHWA to Federal Transit Authority (FTA) but coordination still involved the City, NMDOT and NCRTD staff.
Stop 100 was one of the more comprehensive stops that included a pull out in front of the Jim West Building. In 2018, Wilson & Company completed an update to the NCRTD ADA Transition plan to include additional stops that the NCRTD had acquired since 2014 and needed to be inspected for ADA compliance. Based off the ADA Transition Plan update, the improvements moved to the newly acquired Chile Line in Taos for 2019.

These improvements were to stops 10, 435, 151, 31, 443 and a new CID’s Food Market southbound stop. The improvements included the replacement of existing shelters and bus pads to make them ADA compliant. Stop 10 included the construction of an 80 stall parking lot for a park and ride to the Taos Ski Valley. The CID’s Food Market south bound stop included a pull out for the bus stop off of US 64. Wilson & Company is currently working on the design phase for the next round of proposed stops 5, 7, 49, 52, 95, 13, 305 and 412 in Northern New Mexico.

Los Alamos County On Call Engineering and Construction, Canyon Rim Trail

Wilson & Company was selected by Los Alamos County in 2015 to provide On-call Engineering and Construction Management Services. Since being selected for the services, Wilson & Company has performed several tasks for the County. One of the first tasks that began in 2015, was to complete the design for the Canyon Rim Trail Pedestrian Bridge Project (Phase II). The pedestrian bridge was a continuation to the Canyon Rim Trail and connected to the recently completed phase that Wilson & Company had completed the design and construction management on in 2014. The design for the pedestrian bridge was completed in 2016 and construction began in the fall of 2017. The project was highly successful, winning the American Council of Engineering Consultants award in 2018 for structural systems due to the complexity of the 180-ft long and 50 foot high pedestrian bridge.

Another task that Wilson & Company completed for Los Alamos County was to assess and document the County’s ADA facilities with an ADA Transition Plan. This was very similar to the work that had been performed for the NCRTD ADA Transition Plan by reviewing facilities and documenting their compliance.

The latest task that Wilson & Company is performing for Los Alamos County through the On-call is another phase of the Canyon Rim Trail. We are currently finishing the design portion of the Canyon Rim Trail Underpass that will connect the trail to the Entrada Development area. The underpass will be an 84-foot long, 12-foot wide by 10-foot high precast concrete box culvert under NM 502. The construction of the underpass project is anticipated to be completed by the summer of 2021.
City of Albuquerque’s Neighborhood Traffic Management Program

The City of Albuquerque’s Neighborhood Traffic Management Program (NTMP) seeks to address traffic issues on residential streets throughout the city. The NTMP allows residents to petition the City to study neighborhood streets if traffic problems are suspected. If certain criteria thresholds, such as for speeding or cut-through traffic, are met, the City will recommend traffic calming improvements. Since 2018 Wilson & Company has been the on-call engineer for the NTMP program. As part of their contract, Wilson & Company has performed studies on 40+ residential corridors in Albuquerque to date. Each study includes one or more traffic analysis (including speed, volume, crash analysis, and origin-destination studies), a public engagement process to solicit residents’ input about traffic concerns and proposed improvements, and engineering estimates for recommended improvements.

PROJECT MANAGEMENT SYSTEM

Quality Assurance and Quality Control procedures

Upon receiving a scope of work identified by the NCRTD, each project will be analyzed by Conrad to assess the specific personnel, man-hours, and time requirements necessary to complete the task. Our first step is to discuss the project with NCRTD’s team to assure we fully understand and develop the project scope. The proposed scope, schedule, and man-hours will then be submitted to NCRTD for review and approval. This will ensure that all items for each project have been identified and will meet the time frame needed. Regular interface with NCRTD staff as well as the NMDOT during the project duration will result in a quality product that meets federal and local requirements.

Depending on the on-call task, we will coordinate accordingly with NCRTD staff, City of Espanola, Town of Taos, FTA, NMDOT, and any other stakeholders necessary. In the past, these meetings have been conducted over the phone, in person or via email exchanges. This has proven successful but recently we have added a new tool with virtual meetings using WebEx or GoTo Meetings. Customer service is extremely important to our team as we always are available for telephone calls, meetings, site visits, or to initiate contact with stakeholders or agencies. One of our major goals for this contract is to continue and provide the NCRTD with a quick and effective response to the project needs. With this contract, the Wilson & Company team will continue to be an extension of the NCRTD’s staff and will be at their disposal for any engineering service that NCRTD may require.

Efficient & effective

One of Wilson & Company’s plan is to provide innovative and proven solutions to complex problems.
We have the capacity and resources to respond to any task assigned (a sample task order development process is shown in Figure 1).

After receiving a signed task order from NCRTD, we will utilize our internal software, Deltek, to establish a project number and assign budgets for the various milestones required to complete the task. Our task manager, will be established and can review and track the project status along with budget as the project develops. In addition, to the use of Deltek the transportation group meets every Friday morning as a team to review current projects status, discuss issues or concerns, review resources, and budgets. Our weekly staff meetings allow us to review workloads for staff on current projects but ensures discussion is occurring for future needs and resources.

The previous NCRTD on-call contract, our current Los Alamos County Engineering On-Call, and City of Albuquerque On-Call Contracts all use the Deltek software for project tracking and scheduling. We look forward to continuing to build our relationship with NCRTD and deliver successful improvements to their facilities throughout Northern NM.
Quality Control Program

Wilson & Company adopted a thorough QA/QC procedure. Team member Edward Cordova is assigned as QA/QC Manager with duties including:

- Project manager and QA/QC manager set up a separate fee and phase/task for the QA/QC efforts.
- The design schedule will contain tasks and dates for when the QA/QC process is to occur.
- Project manager will provide the QC reviewer with a clean report or set of plans at the appropriate stage of the study and/or design (i.e. 30%, 60%, 90% and PS&E).
- QC reviewer provides report/plan comments and review each stage of the plans against the appropriate client specific plan checklist.

Project manager or design staff reviews and addresses the QC reviewer's comments and highlights comments addressed. Appropriate legend on the cover/title sheet contains the following:

Checked ___________ Date _______

Backchecked ___________ Date _______

Corrected ___________ Date _______

Verified ___________ Date _______

QA/QC manager verifies that all QC reviewer comments have been addressed before sending to client.

Project manager scans and saves the QC reviewer's comments into the project specific QA/QC folder.

---

ORGANIZATIONAL REFERENCES

Wilson & Company has provided three (3) references from similar projects performed for private, state or large local government clients within the last three years. The three references listed below will submit APPENDIX D, Organization Reference Questionnaire directly to the CPO. Conrad has ensured the completed forms will be received by June 1, 2020 to be included in the evaluation process.

1. **Rodrigo Eichwald, Bernalillo County, E-mail: rleichwald@berncogov, Phone: 505-301-6933**

2. **Lisa Manwill, Bernalillo County, E-mail: lmanwill@berncogov, Phone: 505-301-6920**

3. **Manuelito Maestas, PE, NMDOT, E-mail: manuelito.maestas@state.nm.us, Phone: 505-629-7251**
PROJECT SPECIFIC QUALIFICATIONS

Provide construction management of Phase VI-A, VIII and X

Wilson & Company can provide the construction management for Phase VI-A, Phase VIII and potentially Phase X of the Transportation Alternative Project (TAP). Wilson & Company would provide a construction observer to document and inspect the construction of the project. As part of our construction services, we would complete all construction documentation for the project. Documents include the construction contract book, wage rates forms, pay applications, daily construction reports, contractor’s certifications and submittal approve for construction materials. Since Wilson & Company will complete the design phases we can easily make adjustments during construction should any field conditions change. Wilson & Company has completed the construction management for three previous phases of the ADA transition improvement project. With the construction of these projects, Wilson & Company has gained experience on the process to successfully construct ADA compliant bus stops for NCRTD.

Create design package for Phase VII and IX

Wilson & Company will continue to execute the established process of selecting bus stops to form a design package for Phase VII and potentially Phase IX of the TAP funds. This method of establishing the project consists of coordinating with NCRTD staff to review a decision matrix that helps recommend which stops to improve and construct. The matrix is based on criteria that include ridership data, stop deficiencies, location, route projections, and cost. Wilson & Company’s prior studies and assessments of NCRTD’s inventory has made this process a fluid and successful one. This knowledge of NCRTD’s existing framework has proven to be a major asset in developing phases of design projects that align with NCRTD’s long term goals. Wilson & Company has proven experience delivering these design projects on time and within budget. Close coordination with the NMDOT during the design process is imperative, since a majority of NCRTD’s bus stops are within NMDOT’s public right of way. Wilson & Company is well versed in navigating the design process and has displayed an outstanding working relationship with NMDOT District 5 and the NMDOT Transit and Rail division to ensure successful coordination. Wilson & Company’s design packages have produced competitive construction bids that
have resulted in keeping construction costs affordable for the available TAP funding. This result had an instrumental effect on the long term goals of NCRTD’s mission to update all of its stops to ADA compliance in addition to providing a quality service for its riders.

**Provide future design package and construction management**

Wilson & Company stands ready to continue and provide support to NCRTD, whether it be for ADA improvements to their facilities throughout Northern New Mexico or any other design task. We would continue to assist and advise NCRTD on which bus stops are in the need of ADA improvements based on the matrix completed for the NCRTD ADA Transition Plan.

**Provide future engineering estimates, plans, studies, and construction management**

Wilson & Company is experienced in providing responsive planning, design, and construction management support for variety of services including building-related projects. The listed civil personnel are experienced in performing timely and comprehensive engineering estimates and preliminary designs. Our planning staff have successfully completed a variety of plans/studies relevant to transit facilities, such as site master plans, site circulation plans, and transit access studies, including ADA compliance analysis and “last mile” studies. The Wilson & Company environmental team is accomplished in performing analyses required to ensure that projects are in compliance with the National Environmental Policy Act (NEPA). Construction management staff implement projects of varying complexity, recently including NCRTD’s latest shelter and park & ride facilities. Our in house staff also includes seasoned and knowledgeable architects, mechanical, electrical, and plumbing staff to perform any task that NCRTD may have such as a new facility in Taos.
Grant writing and applications

Wilson & Company is a proven leader in assisting New Mexico communities with funding and grant applications. As a professional consultant and designated grant writers, we can help you compete for grant money from both private foundations and government entities. We have over 21 years of grant experience to give you the professional committed support needed to a successful completion of the grant application.

We offer our clients assistance with funding applications for numerous funding agencies including the New Mexico Finance Authority, New Mexico Department of Finance & Administration, NMDOT, and several others.

We have also prepared committee briefing packets for clients requesting legislative appropriations for project construction. We take pride in our ability to work with our clients to find sources of funding so they can pursue much-needed infrastructure projects. A sample of funding programs/applications our staff has experience with include:

- Water Trust Board
- Community Development Block Grant Program
- Colonias Infrastructure Fund
- Clean Water State Revolving Fund
- US DOT Tiger Discretionary Grant
- US DOT FASTLANE Grant
- Federal Emergency Management Agency Restoration and Mitigation Assistance
- Capital Outlay Request
- Local Government Planning Fund
- Local Economic Development Plan Act
- Local Government Road Fund Program
- Municipal Arterial Pavement
- Public Project Revolving Fund
- Safe Routes to Schools
- Tribal Infrastructure Program
- USDA – Rural Utility Services
- Rural Infrastructure Revolving Loan
- USDA Water & Wastewater Disposal Loan and Grant
- Rural Infrastructure Revolving Loan
ORGANIZATIONAL PERSONNEL AND RESOURCES

Organizational Chart
Wilson & Company’s team members are selected for their NCRTD experience, specialized skill set, problem-solving abilities, and successful past working relationships with NCRTD.

Resumes of key team members illustrating their qualifications and relevant experience follow:

The proposed team offer you extensive experience in both the state and private sector, and offer you expertise in ADA, FTA, FHWA, AASHTO, and PROWAG.

We have over 170 local staff members to assist with all task orders.
Conrad Ley, PE
Project Manager

Experience
Total: 12 With Firm: 12

Education
B.S., Civil Engineering, New Mexico State University

Registrations/certifications
NMPE# 21229

Memberships
Institute of Transportation Engineers
American Council of Engineering Consultants

Over the past 12 years, Conrad’s familiarity with a variety of projects allows him the unique expertise needed to lead a multi-disciplined team to produce high-quality, on-time, and on-budget projects that included roadway and drainage design, traffic control design, signing and striping, TESCPs, cost estimates, utility design and coordination, compilation of bid documents, construction inspection and management. His past involvement with NRTC provides him firsthand familiarity with NRTC’s processes and established relationships with current staff members. Conrad has been an integral part of the NMDOT on the US 64 Farmington to Bloomfield projects (both design and construction), and the NM 68 Española to Taos corridor study as well as several other local government projects that included design and construction services. Conrad is currently in charge of the NMDOT US 64 project under construction, the Los Alamos County Engineering and Construction Inspection Services contracts and North Central Regional Transit District On-call contract.

Edward Cordova, PE, PTOE
Principal-in-Charge, QA/QC, Public Involvement

Experience
Total: 23 With Firm: 23

Education
B.S., Civil Engineering, New Mexico State University

Registrations/certifications
NMPE# 15788, PTOE #1966

Memberships
Institute of Transportation Engineers
American Council of Engineering Consultants
Society of Military Engineers

Edward is a Vice President with over 20 years of experience. He is responsible for Southwest transportation operations in New Mexico, Arizona, and Texas. Edward has been responsible for the management of several different types of projects including transportation, traffic studies, signal design, safety studies, street designs and site development. Edward will be involved and available as Wilson & Company works to ensure we that our team is delivering excellent end product that exceeds our clients goals. Edward has managed numerous on-call contract for federal, state and local municipalities. Edward has been involved in the past transit stop projects we have completed for NRTC, providing QC and assisting with construction RFI responses.

Stephen Lujan, EIT
Civil Lead

Experience
Total: 6 With Firm: 6

Education
B.S., Civil Engineering, University of New Mexico

Registrations/certifications
NM EIT# 7258
NMPE license pending (exam was passed)
ATSSA Traffic Control Technician Certified

Memberships
American Society of Civil Engineers,
American Society of Highway Engineers,
Institute of Transportation Engineers

Stephen is a detail-oriented leader who thrives on collaboration and teamwork. He is driven to produce high quality projects and finds fulfillment in projects that improve the communities in which he works in. Stephen is well versed in the design of urban and rural streets, and has completed scoping studies, traffic studies, grading and drainage plans, public involvement and cost estimating. Stephen has had the privilege of being the project engineer for two phases of NRTC’s previous ADA Transition Plan bus stop construction projects, most notably Bus Stop 100 in front of NRTC’s Jim West Building.
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Experience</th>
<th>Total:</th>
<th>With Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Meyers</td>
<td>Construction Management Lead</td>
<td></td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Ben Bachwirtz</td>
<td>Planner Lead</td>
<td></td>
<td>3.5</td>
<td>2.5</td>
</tr>
<tr>
<td>Berenika Byszewski</td>
<td>Environmental Lead</td>
<td></td>
<td>20</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Meyers</td>
<td>B.S., Civil Engineering, New Mexico State University</td>
</tr>
<tr>
<td>Ben Bachwirtz</td>
<td>B.A., Urban Planning and Design; B.A., Foreign Languages &amp; Literatures – Spanish, University of Missouri</td>
</tr>
<tr>
<td>Berenika Byszewski</td>
<td>M.A. American Studies, Graduate Certificate Historic Preservation, B.A., Anthropology and Biology</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registrations/certifications</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Meyers</td>
<td>N/A</td>
</tr>
<tr>
<td>Ben Bachwirtz</td>
<td>N/A</td>
</tr>
<tr>
<td>Berenika Byszewski</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Memberships</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Meyers</td>
<td>American Society of Highway Engineers</td>
</tr>
<tr>
<td>Ben Bachwirtz</td>
<td>American Planning Association (APA)</td>
</tr>
<tr>
<td>Berenika Byszewski</td>
<td></td>
</tr>
</tbody>
</table>

Matthew Meyers has been with Wilson & Company since 2017. His previous experience includes 2 years of working as an Engineer Co-Op with the City of Las Cruces Public Works while earning his BSCE degree from New Mexico State University. Matthew worked in the Contacts Administration department where his responsibilities included client coordination and execution of project specific permits and documents. While working in the transportation group at Wilson & Company, Matthew has gained further experience in project management (including coordination with clients, review agencies, and utility owners), project design, preparation of project documents, and construction management and observation. Matthew was most recently involved in the planning and inspection of the NCRTD ADA Transition Plan Update project and the design and construction of the ADA Transition Plan Phase VI Bus Stop Improvement project.

Ben is community planner with Wilson & Company. His experience includes multimodal transportation planning, stakeholder and public engagement efforts, land use planning, and economic and community development work. Ben's key skillsets include project coordination, spatial analysis (GIS), bicycle/pedestrian planning, socioeconomic analysis, and graphic design. Ben has an understanding of how clear communication, quality analysis, and strong relationships form the impactful, actionable deliverables that Wilson & Company creates for its clients. Ben was recently involved in the NCRTD ADA Transition Plan Update.

Berenika is an environmental specialist with 20 years of experience in New Mexico. Her areas of expertise are NEPA project management, cultural resources management, and biological investigations. She is adept at managing multi-jurisdictional projects and balancing project needs, regulatory requirements, and community concerns. Her diverse skillset enables projects to move forward in compliance with agency regulations and requirements for natural, social, and cultural resources. She has extensive experience with the environmental compliance process required by various jurisdictional agencies, including the Federal Highway Administration, New Mexico Department of Transportation, US Army Corps of Engineers, Bureau of Indian Affairs, Rural Development, Bureau of Land Management, National Forest Service, Bureau of Indian Affairs, Indian Health Service, Navajo Nation, New Mexico Environment Department, and New Mexico State Land Office.
Other Supporting Material
RFQ 2020-001
On Call Engineering
Proposals received
June 5, 2020

The following proposal was received for RFQ# 2020-001 for On Call Engineering:

Wilson & Company

Proposals were received until Friday June 5, 2020 at 3:00pm and opened and read out loud on Friday June 5, 2020 at 3:45pm. There were no other proposals received and/or rejected for this project.

Timothy Mildren,
Director of Finance and Chief Procurement Officer
This AGREEMENT (this “Agreement”) is entered into by and between the North Central Regional Transit District, a duly formed subdivision of the State of New Mexico, ("NCRTD or District"), and Wilson and Company, Inc. (“Contractor”) (hereinafter collectively the "Parties") to be effective for all purposes as of July 1, 2020.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, District and Contractor agree as follows:

SECTION A. SERVICES: This is an Agreement for on-call engineering and architectural services.

1. Contractor Services. District, at its sole discretion, will notify Contractor when Contractor services are required. Tasks shall be submitted by the District to the Contractor on a form substantially consistent with the specimen attached hereto as Exhibit A. The Services will include:
   a. Continue to provide all services contained in their response to the RFP and the Scope of Work from the 2016 solicitation and any and all addenda as described in the NCRTD’s RFP and as outlined in the task order.
   b. Deliver completed project in a timely manner with all work to be done in cooperation with the District’s project coordinator and in accordance with the task order.
   c. Submit invoices as outlined in Contractor’s proposal, containing a detailed report of work performed. Invoices shall be substantially in the form outlined in Contractor’s proposal, and shall contain a detailed report of work performed sufficient to meet New Mexico Department of Transportation, Federal Highway Administration requirements and Federal Transit Administration requirements in Appendix A. Contractor recognizes and acknowledges that the District must make reports of progress including actual costs and expenses incurred as of the reporting date. Contractor’s failure to timely submit information sufficient for this purpose may compromise the District’s ability to obtain federal funds and may in turn compromise payments by the District to the Contractor for amounts otherwise compensable under this Agreement.
   d. Contractor may be required to attend NCRTD Board meetings and provide advice to the full NCRTD Board if requested to do so by the Executive Director.
   e. Contractor may be required to perform such acts and render such services as are reasonably necessary to complete the work contemplated under this Agreement.
   f. Contractor understands and agrees that the professional services covered by this scope of work are to be performed and delivered by the principal professionals within the Contractor’s firm and those listed in its response to the RFP and that substitution of
subcontractors or delegation of critical work to subordinates needs prior approval from the NCRTD.

g. All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

2. Contractor General Requirements.

   a. Contractor shall supply all equipment and labor necessary to perform the scope of work as described above.
   b. If notified by District to perform Services identified herein, standard work hours shall be from 8:00 a.m. to 5:00 p.m. during normal business days, Monday through Friday.

SECTION B. TERM: The term of this Agreement shall commence effective July 1, 2020 and shall continue to June 30, 2021. The contract may terminate sooner if the aggregate compensation of $249,000 is exhausted prior to the expiration of the term of this Agreement.

SECTION C. COMPENSATION:

1. The NCRTD shall pay to the Contractor a fee consistent with the fee schedule attached hereto as Exhibit B and the agreed upon task order plus New Mexico gross receipts tax. Said amount shall be paid per the terms of the task orders. The agreed upon amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act or as set forth below.

2. Payment shall be made upon receipt of invoice from the Contractor in accordance with the task order. All invoices shall contain a detailed report of work performed and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.

3. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility. The New Mexico Gross Receipts Tax (NMGRT) levied on the amounts payable under this Agreement shall be paid by the District to the Contractor and have not been incorporated into the fee amounts listed on the task orders.

4. Contractor agrees to Refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.
5. Total compensation for all Agreements, including all possible extensions, shall not exceed a combined total of Two Hundred and Forty Nine Thousand Dollars ($249,000), excluding NMGRT.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from District; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

SECTION H. EMPLOYEES AND SUBCONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or subcontractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless District for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to District. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to District’s obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. District may require certificates of insurance or other evidence acceptable to District that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General liability insurance and automobile liability insurance shall name District as an additional insured and provide that District will be notified no less than thirty (30) days in advance of cancellation. These insurance requirements may only be waived by the Executive Director of the District who shall not be deemed to have waived any such requirement unless the waiver specifies the specific insurance coverage requirement waived and is in writing.

1. General Liability Insurance: $1,000,000 combined single limit per occurrence.
2. Workers’ Compensation: In an amount as may be required by law. District may immediately terminate this Agreement if Contractor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so.
3. Automobile Liability Insurance for Contractor and its Employees: An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the 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.

SECTION K. 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 the staff 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 staff has no obligation to seek or obtain approval for any amendment, extension, or other charges.

SECTION L. RECORDS AND AUDITS: 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 District all records, books of account, memoranda, and other documents pertaining to District 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.

**SECTION M. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION N. INDEMNITY AND RELEASE:** Contractor shall indemnify, the District, its Council members, employees, agents and representatives, from and against all liabilities, damages, and costs and expenses, including without limitation attorneys’ fees, arising from Contractor’s performance and the performance of Contractor’s employees, agents, representatives and subcontractors. The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all contract 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.

**SECTION O. FORCE MAJEURE:** Neither District nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION P. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

**SECTION Q. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor’s employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION R. 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.

**SECTION S. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico, New Mexico.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees 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 of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement.

SECTION U. TERMINATION:

1. **Generally.** District may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

2. **Funding.** This Agreement shall terminate without further action by District on the first day of any District or federal fiscal year for which funds to pay compensation hereunder are not appropriated by the District or the federal government. District shall make reasonable efforts to give Contractor advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by electronic transmission or three (3) days after deposit in the United States mail:

**NCRTD:**
- Anthony Mortillaro
- Executive Director
- 1327 N. Riverside Drive
- Espanola, NM 87532
- AnthonyM@ncrtd.org

**Contractor:**
- Wilson & Company Inc., Engineers & Architects
- 4401 Masthead St. NE
- Albuquerque, NM 87109
- Edward.Cordova@wilsonco.com

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on District until approved in writing by both District and Contractor.

SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

1. 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.

2. 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:
a. 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;
b. 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;
c. 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;
d. 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; and
e. 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.

3. Contractor’s representations and warranties in Paragraphs A and B of this Article 10 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 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 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.
4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 10.

5. A Campaign Contribution Disclosure Form may be required for any contribution to elected officials serving on the District’s Board consistent with the local governing bodies respective requirements. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION Y. 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.

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 NCRTD. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to NCRTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.
BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Although this is a design contract and therefore does not directly require compliance with Buy America, the A/E firm shall design the project in such a way as to take into account the requirements of Federal Transit Administration's Buy America requirements upon the construction of the maintenance facility.

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

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

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

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 Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

NOTIFICATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify NCRTD so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

BY: ________________________________
ANTHONY MORTILLARO
EXECUTIVE DIRECTOR

DATE

Approved as to form:

__________________________
PETER DWYER
LEGAL COUNSEL

CONTRACTOR:

BY: ________________________________
NAME: ________________________________
TITLE: ________________________________

DATE
Title: Discussion and Consideration of Resolution No. 2020-20 Approving the FY 2020 4th Quarter Financial Report for Conveyance to the New Mexico Department of Finance (DFA).

Prepared By: Timothy Mildren, Finance Director

Summary: The District submitted its FY 2020 4th quarter financial report to the Local Government Division (LGD) of the Department of Finance and Administration (DFA) on July 27th, 2020. DFA requires that the report be submitted with a resolution to the Board of Directors by July 31st each year. Due to the timing of the deadline and the Board of Director’s Meeting date, the signed resolution will not be submitted until August 7th, but all other materials will be submitted by the deadline with an unsigned copy of resolution.

The amounts on the attached report are not final and are expected to change as revenue and expenses projections and estimates were used to complete it; however, we don’t anticipate these reports to change significantly. Final amounts will not be available until the FY 2020 audit its completed.

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

Recommended Action: It is recommended that the Board move to adopt Resolution No. 2020-20 adopting the FY 2020 4th quarter financial report

Options/Alternatives: None

Fiscal Impact: N/A

Attachments:
- Resolution No. 2020-20
- DFA FY 2020 4th Quarter Financial Report
North Central Regional Transit District (NCRTD)
Resolution No. 2020-20

APPROVING THE 4TH QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2020

WHEREAS, the Governing body in and for the NCRTD, is required to approve the 4th quarter financial report as of June 30, 2020; and

WHEREAS, said financial report shows revenues, transfers and expenditures (as reflected on the attached pages and incorporated herein by reference) as of June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT after conducting a public hearing the Board of Directors of the NCRTD, hereby approves the 4th quarter financial report as of June 30, 2020 to be submitted to the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF AUGUST, 2020.

__________________________
Daniel Barrone, Chair

Approved as to form:

__________________________
Peter Dwyer, Counsel
**SPECIAL DISTRICT FINANCIAL QUARTERLY REPORT FORM**

**Special District:** North Central Regional Transit District  
**Quarter Ending:** 6/30/2020  
**Prepared by:** Andrew Resnick, Sr. Accountant

---

### QUARTERLY YEAR TO DATE TRANSACTIONS PER BOOKS

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>FUND NUMBER</th>
<th>UNAUDITED BEGINNING CASH BALANCE @ JULY 1 (or JAN, 1)</th>
<th>INVESTMENTS</th>
<th>REVENUES TO DATE</th>
<th>NET TRANSFERS</th>
<th>EXPENDITURES TO DATE</th>
<th>BOOK BALANCE END OF PERIOD</th>
<th>ADD: OUTSTANDING CHECKS</th>
<th>LESS: DEPOSITS IN TRANSIT</th>
<th>ADJUSTMENTS</th>
<th>ADJUSTED BALANCE END OF PERIOD</th>
<th>BALANCE PER BANK STATEMENTS</th>
<th>DIFFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND - Operating (GF)</td>
<td>101</td>
<td>$2,597,768.00</td>
<td>$5,369,420.00</td>
<td>$13,676,419.00</td>
<td>$-</td>
<td>$13,703,856.00</td>
<td>$7,935,751.00</td>
<td>$69,467.00</td>
<td>$-</td>
<td>$545,616.00</td>
<td>$8,554,834.00</td>
<td>$8,554,834.00</td>
<td>-</td>
</tr>
<tr>
<td>INTERGOVERNMENTAL GRANTS</td>
<td>218</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>OTHER</td>
<td>299</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DEBT SERVICE</td>
<td>400</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td>$2,597,768.00</td>
<td>$3,369,420.00</td>
<td>$13,676,419.00</td>
<td>$-</td>
<td>$13,703,856.00</td>
<td>$7,935,751.00</td>
<td>$69,467.00</td>
<td>$-</td>
<td>$545,616.00</td>
<td>$8,554,834.00</td>
<td>$8,554,834.00</td>
<td>-</td>
</tr>
</tbody>
</table>
## REVENUES

### General Fund 101 (enter items below)

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds</td>
<td>1,866,167</td>
<td>3,791,738</td>
<td>9,408,964</td>
<td>40%</td>
</tr>
<tr>
<td>State Capital and Local Contributions</td>
<td>118,481</td>
<td>1,226,770</td>
<td>1,643,221</td>
<td>75%</td>
</tr>
<tr>
<td>GRT, Cash Balance &amp; Miscellaneous</td>
<td>2,109,195</td>
<td>8,657,911</td>
<td>10,001,243</td>
<td>87%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Transfers</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

| Subtotal General Fund Revenues        | $ 4,093,843     | $ 13,676,419 | $ 21,053,428    | 65%             |

### Intergovernmental Grants 218 (enter items below)

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Obligation Bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue Bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous (NMFA, BOF, etc.)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Subtotal Intergovernmental Grants Revenues | $               | $            | $               | $               |

### Other 299 (enter items below)

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Obligation - (Property tax)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Investment Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other - Misc</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Subtotal Other 299 Revenues           | $               | $            | $               | $               |

### Debt Service 400

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Obligation Bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue Bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous (NMFA, BOF, etc.)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Subtotal Debt Service Fund Revenues   | $               | $            | $               | $               |

### Total Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General Fund Revenues</td>
<td>$ 4,093,843</td>
<td>$ 13,676,419</td>
<td>$ 21,053,428</td>
<td>65%</td>
</tr>
</tbody>
</table>

### Total Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Current Quarter</th>
<th>Year To Date</th>
<th>Approved Budget</th>
<th>YTD % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Intergovernmental Grants Revenues</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total Intergov. Grant Revenues        | $               | $            | $               | $               |

| Subtotal Other 299 Revenues           | $               | $            | $               | $               |

| Total Other Revenues                  | $               | $            | $               | $               |

| Total Debt Service Revenues           | $               | $            | $               | $               |

| Total Debt Service Revenues           | $               | $            | $               | $               |

<p>| Grand Total Revenues                  | $ 4,093,843     | $ 13,676,419 | $ 21,053,428    | 65%             |</p>
<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT QUARTER</th>
<th>YEAR TO DATE</th>
<th>APPROVED BUDGET</th>
<th>YTD % OF BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund 101 ( enter items below )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries/Employee Benefits</td>
<td>1,179,003</td>
<td>4,504,343</td>
<td>4,860,295</td>
<td>93%</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>2,875,385</td>
<td>6,638,743</td>
<td>7,123,004</td>
<td>93%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>795,132</td>
<td>2,560,770</td>
<td>9,070,129</td>
<td>28%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL GENERAL FUND EXPENDITURES</td>
<td>$4,849,520</td>
<td>$13,703,856</td>
<td>$21,053,428</td>
<td>65%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental Grants 218 ( enter items below )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL INTERGOV. GRANT EXPENDITURES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other 299 ( enter items below )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OTHER EXPENDITURES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service 400</td>
<td>Bond Payments Principal</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Bond Payments- Interest</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Other Debt Service</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL DEBT SERVICE EXPENDITURES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL EXPENDITURES</td>
<td>$4,849,520</td>
<td>$13,703,856</td>
<td>$21,053,428</td>
<td>65%</td>
</tr>
</tbody>
</table>
## DEBT SERVICE

**SPECIAL DISTRICT:** North Central Regional Transit District  
**Fund Number:** 400  
**Quarter Ending:** 6/30/20

<table>
<thead>
<tr>
<th>(A) NAME AND TYPE</th>
<th>(B) DATE OF ISSUE</th>
<th>(C) ORIGINAL FACE AMOUNT OF ISSUE</th>
<th>(D) OUTSTANDING PRINCIPAL AMOUNT (Unpaid)</th>
<th>(E) COUPON RATE OF INTEREST</th>
<th>(F) PRINCIPAL DUE</th>
<th>(G) INTEREST DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0/00/0000</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS - SCHEDULE OF BONDS & LONG TERM LOANS**

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

All amounts in \( \text{USD} \).
### BUDGETED TRANSFERS *

<table>
<thead>
<tr>
<th>OTHER FINANCING SOURCES/ USES</th>
<th>Current Quarter</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In Fund 101 (e.g. 500)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers In Fund 218</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers In Fund 299</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers In Fund 400</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>A SUB-TOTAL</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out Fund 101 (e.g. 500)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out Fund 218</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out Fund 299</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out Fund 400</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>B SUB-TOTAL</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>A - B Total Net Transfers</strong></td>
<td>$</td>
<td>- $</td>
</tr>
</tbody>
</table>

**Note:** The A-B Total Net Transfers must always equal zero (0).

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

A fund is a group (or umbrella), of self-balancing accounts
Title: Discussion and consideration of adoption of Resolution No. 2020-21 adopting the FY 21 Service Plans from the Los Alamos County and acknowledging the Service Plan from the County of Santa Fe.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

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

Background: Pursuant to the adopted Financial Policies of the District, Regional Transit (RT) Gross Receipts Tax (GRT) is to be used to expand regional public transit in the four county areas. Furthermore, the Financial Policies indicate that RT GRT revenues should be used to implement service plans approved by the Board. The Financial Policies include the definition of a regional route eligible for funding by RT GRT. Only two member entities operate their own transit system and provide routes that meet the definition of regional routes as defined in the Financial Policies: the City of Santa Fe and Los Alamos County. The attached resolution, submitted by Los Alamos County, requests that RT GRT be provided for the same regional routes that were funded in prior years. No expansion routes are requested. The funding allocation that was utilized to determine the amount of RT GRT that would be available in FY 2021 was the same allocation method used in prior years. Due to a staffing transition in the City of Santa Fe Transit Division the City’s resolution will be provided in September for the Board’s consideration.

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

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2020-21.

Options/Alternatives: The Board may consider the following options/alternatives:
1. Take no action; or
2. Adoption of the recommendation; or
3. Provide further direction in relation to adoption of the service plans and then take action to adopt the resolution.

**Fiscal Impact:** The fiscal impact of adoption of the Los Alamos County service plan for the provision of regional services is reflected in the following chart which shows both current and historical allocations.

<table>
<thead>
<tr>
<th>Route</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
<th>Total (since 2011)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Fe Trails</td>
<td>$993,300</td>
<td>$1,011,150</td>
<td>$1,026,620</td>
<td>$1,051,855</td>
<td>$778,776</td>
<td>$10,857,351</td>
</tr>
<tr>
<td>Atomic City Transit</td>
<td>$1,419,000</td>
<td>$1,444,500</td>
<td>$1,466,600</td>
<td>$1,502,650</td>
<td>$1,112,537</td>
<td>$14,906,552</td>
</tr>
<tr>
<td>Rail Runner</td>
<td>$2,295,859</td>
<td>$2,458,051</td>
<td>$2,539,683</td>
<td>$2,306,250</td>
<td>$1,650,794</td>
<td>$23,686,742</td>
</tr>
<tr>
<td>Total</td>
<td>$4,708,159</td>
<td>$4,913,701</td>
<td>$5,032,903</td>
<td>$4,860,755</td>
<td>$3,542,107</td>
<td>$49,450,645</td>
</tr>
</tbody>
</table>

Costs associated with the funded routes in the County of Santa Fe provided by the District are integrated into the District's consolidated budget which also provides for routes in Rio Arriba County, Taos County and Los Alamos County. These funds have been budgeted and utilize a combination of RT GRT, Federal funds, and Los Alamos County contribution funds. The Fiscal Year 2021 budget provided funding for all existing routes.

**Attachments:**

- NCRTD Board Resolution No. 2020-21
- Los Alamos County Resolution No. 20-10
- County of Santa Fe Resolution No. 2020-52
North Central Regional Transit District (NCRTD)
Resolution No. 2020-21

ADOPTION OF THE FISCAL YEAR 2021 ANNUAL SERVICE PLAN SUBMITTED BY THE LOS ALAMOS COUNTY PROVIDING FOR SPECIFIC REGIONAL ROUTES FUNDED BY NCRTD REGIONAL TRANSIT GROSS RECEIPTS TAX (RTGRT)

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

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

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

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

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

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

WHEREAS, the NCRTD Board of Directors approved on March 4, 2011 the standardization of the cost allocation methodology which is a nationally recognized method for determining administrative and operating costs associated with the delivery of transit routes and which is utilized by Los Alamos County and the NCRTD; and,

WHEREAS, the NCRTD Board of Directors adopted Resolution No. 2013-04 on March 1, 2013 amending its Financial Policies to incorporate a formula for the annual allocation of RTGRT for existing regional services it approves on an annual basis; and

WHEREAS, the NCRTD Board of Directors has also allocated in its Fiscal Year 2021 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $1,112,537.00 for existing Los Alamos County routes that have been deemed to meet the definition of regional services, which are incorporated into the Los Alamos County adopted 2021
Service Transit Plan by Resolution No. 20-10 subject to budgetary restricts and reconsideration as identified in the NCRTD adopted Fiscal Year 2021 Budget; and,

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

WHEREAS, the NCRTD Board of Directors acknowledges Santa Fe County Resolution No. 2020-52 and their conveyance letter submitting their recommended transit service plan to the North Central Regional Transit District which is inclusive of existing NCRTD provided routes servicing Santa Fe County; and,

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

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

WHEREAS, the NCRTD Board of Directors in adoption of its Fiscal Year 2021 budget has provided funding from various revenue sources for the provision of and continuation of all existing routes and trial routes provided by the NCRTD serving the Counties of Santa Fe, Rio Arriba, Taos and Los Alamos.

NOW THEREFORE BE IT RESOLVED THAT,

Section 1. The NCRTD adopts the regional service plan submitted by Los Alamos County for FY 2021; and

Section 2. The NCRTD acknowledges the Transit Service Plan and associated requests submitted by Santa Fe County and directs staff to take appropriate action to assess and respond to County request.

PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST 2020 BY THE BOARD OF DIRECTORS FOR THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 20-10

A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT’S FY2021 BUDGET PROPOSAL, APPROVING THE FY2021 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN, AND DIRECTING STAFF TO SUBMIT THE FY2021 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL

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

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

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

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

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

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

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

WHEREAS, NCRTD has identified funding in its FY2021 budget proposal to keep the aforementioned regional services, operated by County, funded and running through FY 2021; and

WHEREAS, NCRTD shall reimburse County for said regional transit services, upon receipt of invoices for services delivered in FY2021 up to a total of ONE MILLION ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED THIRTY SEVEN DOLLARS ($1,112,537.00).
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS that the Council hereby endorses the proposed FY2021 NCRTD budget that continues to fund regional transit services, as identified above, that the Incorporated County of Los Alamos currently provides on behalf of NCRTD, and that the regional services are composed of and are approved as the Los Alamos County Regional Transit Plan for FY2021, and upon approval by the NCRTD Board of Directors, are incorporated in the NCRTD Regional Service Plan.

PASSED AND ADOPTED this 14th day of July, 2020.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

Sara C. Scott
Council Chair

ATTEST: (Seal)

Naomi D. Maestas
Los Alamos County Clerk

Incorporated County of Los Alamos Resolution No. 20-10 2
Los Alamos County (LAC) FY21 Service Plan
Submitted to the North Central Regional Transit District (NCRTD)
for the Distribution of Transit Gross Receipts Tax

**DATE June 17, 2020**

### Continuation of Existing NCRTD Funded Routes

<table>
<thead>
<tr>
<th>Route Description</th>
<th>FY20 Cost Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 2 White Rock (Park &amp; Ride, White Rock &amp; NCRTD Linked)</td>
<td>$ 700,000</td>
</tr>
<tr>
<td>Enhanced Services (Park &amp; Ride and White Rock Linked)</td>
<td>$ 600,000</td>
</tr>
<tr>
<td>Note: 30 minute service all day Route 3 &amp; 4 Peak Service on Route 6 and Route 1</td>
<td></td>
</tr>
<tr>
<td>Route 11 Afternoon Express (White Rock to Los Alamos)</td>
<td>$ 80,000</td>
</tr>
</tbody>
</table>

Continuation of Existing NCRTD Routes: $ 1,380,000

### LAC FY20 Billable Capital

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

$ 250,000

**FY21 ESTIMATED BILLABLE:** $ 1,630,000

<table>
<thead>
<tr>
<th>FY21 NCRTD GRT BUDGETED FOR LAC:</th>
<th>$ 1,112,537</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Amount Underfunded in FY21:</td>
<td>$(517,463)</td>
</tr>
</tbody>
</table>

**Notes:** Cost of routes and capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.
A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE PLAN FOR FY 2021 AND TO DIRECT STAFF TO SUBMIT THAT TRANSIT SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS, Santa Fe County Resolution 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health;

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

WHEREAS, Santa Fe County Ordinance 2008-14, which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (0.125%) states that “[r]evenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act”;

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

WHEREAS, the 2015 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolution 2015-155 states under Policy 33.3 “Coordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use”;

WHEREAS, for FY 2020 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2020 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe;

WHEREAS, in 2014, the NCRTD adopted a Short Range Transit Service Plan identifying new and future transit services, and the NCRTD is currently updating that Short Range Transit Service Plan for the 2020-2028 timeframe, and the routes described in the FY 2021 Santa Fe County Regional Transit Service Plan are consistent with those Short-Range Transit Plans;
WHEREAS, the NCRTD requested that the County submit its FY 2021 Santa Fe County Regional Service Plan by July 29, 2020, and this Resolution is designed to respond to that request;

WHEREAS, Santa Fe County has considered the existing NCRT Service Plan and the proposed NCRTD budget for FY 2021, which indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

WHEREAS, the Board of County Commissioners of Santa Fe County (BCC) desires for staff to submit to the NCRTD a Santa Fe County Regional Transit Plan which includes all routes existing in the County.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The BCC hereby adopts the FY 2021 Santa Fe County Regional Transit Plan attached hereto as Exhibit A;

2. The BCC hereby directs staff to submit the FY 2021 Santa Fe County Regional Transit Plan to the NCRTD.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF JULY, 2020.

SANTA FE BOARD OF COUNTY COMMISSIONERS

Henry P. Roybal
Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney
Exhibit A
Santa Fe County Transit Plan for FY 2021

ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

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

ROUTES FUNDED AND OPERATED BY NCRTD

ROUTE 150- CHIMAYO
ROUTE 160- SANTA CLARA
ROUTE 200- SANTA FE
DIAL-A-RIDE- POJOAQUE & NAMBE PUEBLOS
ROUTE 220- TESUQUE
ROUTE 230- SAN ILDEFONSO
ROUTE 255- MOUNTAIN TRAIL
ROUTE 260- LA CIENEGA
ROUTE 270- TURQUOISE TRAIL
ROUTE 280- ELDORADO
ROUTE 290- EDGEOWOOD
ROUTE 400- LOS ALAMOS
Exhibit B Route Description for Santa Fe County Transit Service Plan

Routes Operated by the City of Santa Fe

**Route 2:** This route begins at the transit center on Sheridan Street and terminates at the Santa Fe Place Mall with stops on Guadalupe St. and Cerrillos Road. The route connects with the NM Rail Runner Express at the Santa Fe Depot and the South Capital Station. FY19 ridership was 28,966.

**Route 4:** This route begins at the Sheridan St. Transit Center and terminates at the Santa Fe Place Mall. It has stops along St. Francis Dr., Siringo Rd. and Camino Carlos Rey. The route connects with the NM Rail Runner Express at the Santa Fe Depot and the South Capital Station. FY19 ridership was 4,992.

**Route 22:** This route serves the Santa Fe Place Mall-Santa Fe Community College corridor. Stops include Rancho Viejo, IAIA, the NM Human Services Dept., Super Walmart on Cerrillos Road, and the NM 599 Rail Runner Station. This route connects with other routes at the Santa Fe Place Mall transit hub. FY19 ridership was 5,158.

**Santa Fe Pick-Up: Specials, Downtown and Museum Hill Loop Shuttles:** The Santa Fe Pick-Up is a free downtown shuttle. It is a circular route with stops at the Capitol, Cathedral, Main Library, City Hall, Convention Center, Plaza, Eldorado and Hilton Hotels, Canyon Rd., Alameda St. and Paseo de Peralta. The Shuttle service meets weekday and Saturday Rail Runner trains at the Depot. The Museum Shuttle is a circular route that provides service to Museum Hill, St. Johns College, the Children’s Museum and connects with the Downtown Shuttle. Downtown Shuttle headways are every 10 minutes, Museum Shuttle headways are every 30 minutes. FY19 ridership was 82,993.

Routes Operated by NCRTD

**Route 150 Chimayo:** This route serves the Espanola-Chimayo corridor, with stops at the Espanola Transit Center, Sombrillo, Santa Cruz, La Puebla, Chimayo, Cordova, Truchas and Las Trampas. For westbound travel from El Santuario de Chimayo parking lot, there are 5 morning and 4 evening trips. For eastbound travel from the El Santuario de Chimayo parking lot, there are 4 morning and 4 evening trips. FY19 ridership was 9,359.

**Route 160-Santa Clara:** This route serves the Santa Clara Pueblo, Española, Hernández, Chamita, Ohkay Owingeh Pueblo, Pojoaque Pueblo and Santa Fe. It connects with many other transit agency routes, including Ohkay Owingeh’s Po’pay Messenger. The route has 22 stops with two morning and two evening runs. The first morning run and the last evening run provides transit connections at the Sheridan St. Transit Center and at the South Capital Station. These runs also have stops at the Santa Fe Indian School and the Santa Fe Indian Hospital on Cerrillos Road. FY19 ridership was 5,299.

**Route 200 Santa Fe:** This route serves the Espanola-Santa Fe corridor, with stops at the Espanola Transit Center, Pojoaque Cities of Gold Casino, Sheridan St. Transit Center, and the South Capital Station. The route connects with other NCRTD Routes, NMDOT Park and Ride, NM Rail Runner Express and Santa Fe Trails. FY19 ridership was 17,602.

**Pojoaque & Nambé Pueblos Dial-A-Ride and Demand Response:** The dial-a-ride service provides more flexibility in trip scheduling than its preceding Route 210 fixed-route service. The service operates subscription and reservation-based transportation within the Pueblos from 8:00am to
4:00pm, Monday through Friday. FY19 ridership was 821. Demand Response ridership for FY19 was 3,330.

**Route 220 Tesuque:** This route serves the Tesuque-Santa Fe corridor. The AM peak hour, the PM peak hour and midday service each have a southbound and northbound trip that operates between Santa Fe and the Española Transit Center. Commute options are provided with connections to Santa Fe Route 200 and Santa Clara Route160. FY19 ridership was 7,637.

**Route 230 San Ildefonso:** This route serves the San Ildefonso-Pojoaque corridor. It has two westbound trips in the morning and evening. It has two eastbound trips in the morning and one in the evening. This route has stops in the San Ildefonso Pueblo, along County Road 84, and in Pojoaque. Connections to NMDOT Park and Ride and other RTD routes are available at the Pojoaque Cities of Gold Casino. FY19 ridership was 4,925.

**Route 255 Mountain Trail:** The Mountain Trail route is a recreation-based route which operates a winter and a non-winter scheduled service to support camping, skiing and cycling activities. The non-winter schedule is from Apr. 2 (last day of ski season) to Nov./Dec. (opening of ski season) and has two runs a day during the week and three runs a day on the weekend. The winter schedule is from Nov./Dec. to Apr. 2, has three runs a day during the week and six runs a day on the weekends. This route has stops at the South Capital Station, downtown Santa Fe, Fort Marcy Park, Black Canyon Campground, Hyde Memorial State Park, Ten Thousand Waves resort, Aspen Vista Picnic Ground and Ski Santa Fe. The $5.00 fare for this route is currently waived but reservations are required. FY19 ridership was 8,483.

**Route 260 La Ciénega:** The La Ciénega Route serves La Cieneguilla, La Ciénega, and Santa Fe, with stops at the La Ciénega Community Center, Los Pinos Road, NM Human Services Dept., the VA Clinic, Super Walmart and the Santa Fe Place mall. There are three roundtrips per day: morning, midday, and afternoon, Monday through Friday. FY19 ridership was 1,879.

**Route 270 Turquoise Trail:** This route serves the Madrid-Cerrillos-Santa Fe corridor, with stops at the NM599 Rail Runner Station, the National Guard complex, the State Penitentiary, the Santa Fe County Detention facility, the Turquoise Trail Fire Department and the towns of Cerrillos and Madrid. There are two morning round trips and two evening round trips. FY19 ridership was 3,970.

**Route 280 Eldorado:** This route serves the Eldorado-Santa Fe corridor, with stops at the Agora shopping center in El Dorado, St. Vincent’s hospital, South Capitol Station, State Capitol and the Sheridan St. Transit Center. There are three morning roundtrips and two afternoon roundtrips. FY19 ridership was 5,012.

**Route 290 Edgewood:** This route serves the Edgewood-Santa Fe corridor, with stops at the Edgewood Senior Center, the towns of Moriarty, Stanley and Galisteo, the Sheridan Ave. Transit Center, and the Santa Fe Detention Center. There is one northbound trip in the morning and one southbound trip in the evening. FY19 ridership was 4,532.

**Route 400 Los Álamos:** This route serves the communities of Los Álamos, San Ildefonso Pueblo, Pojoaque Pueblo, Santa Clara Pueblo and Española. The route has one morning eastbound run and one afternoon westbound run, with connections to other NCRTD routes, Atomic City Transit and NMDOT Park and Ride. FY19 ridership was 1,846.
Title: Discussion and Consideration of Resolution No. 2020-22 Authorizing and Approving Staff Efforts to Seek Such Additional Financing as May be Reasonably Necessary to Fund Project Costs for the Taos Operations and Maintenance Facility, the Purchase of Electric Buses and Associated Charging Infrastructure and the Renovation of the Jim West Transit Center

Prepared By: Timothy J Mildren, NCRTD Finance Director

Summary: The attached resolution authorizes the District staff to seek financing options for the $5,319,623 "gap" between the federal grants and the anticipated project costs for the new Taos Maintenance Facility, Electric Buses and Charging Infrastructure, and Jim West Building renovation.

Background: The current project plans call for a total project cost of $13,490,714. Federal grants have been secured in the amounts of $5,251,091 and $2,920,000. The difference between the federal grant amounts awarded and the project costs is $5,319,623 The District's primary option for financing the difference is to seek legislative approval of state funds in the 2021 session of the New Mexico State Legislature. Considering the economic impact of the COVID-19 pandemic and fluctuations in Oil and Gas revenues it’s unlikely that Capital Legislative Outlay funding would be available in FY 2022, therefore the District needs to consider financing options including bonding for and borrowing the needed amounts.

A primary option would be to borrow the amount from the New Mexico Finance Authority (NMFA). The attached resolution is based upon a form provided by NMFA, but any actual application to NMFA will require another resolution with the specific amounts requested and additional details regarding the specific application.

Other options include the District issuing bonds independently or paying the amount from reserves. Because the District staff does not know yet, whether State of New Mexico appropriations will be made available or the total amount of any prospective appropriation, the staff is proceeding on the assumption that financing may be required to complete the projects. The attached resolution authorizes the staff to take the necessary steps to seek financing while the project is moving forward to prevent delays while waiting to see if any State appropriations are made available.

A critical component of the process in seeking bond financing through New Mexico Finance Authority (NMFA) is to get an opinion from Bond Counsel retained by the District regarding the
non-taxable status of the projects. Therefore, this action by the Board will also authorize staff to engage the services of Bond Counsel for this matter.

**Recommended Action:** It is recommended that the Board move to approve the attached resolution to authorize staff to seek financing options while simultaneously seeking legislative appropriations to close the funding gap for the project. Furthermore, it is recommended that the Board move to authorize staff to retain Bond Counsel.

**Options/Alternatives:** Do not pass the resolution and await a decision from the New Mexico State Legislature. This alternative could result in delays in the financing process.

**Fiscal Impact:** The adoption of the resolution only authorizes the staff to initiate the process of seeking financing. However, the ancillary motion for Bond Counsel does involve the expenditure of up to $60,000 for those services. Any final decision on funding or financing the project will be brought back to the Board for approval once the total funding picture becomes clearer.

**Attachments:**
- Resolution 2020-22
A RESOLUTION AUTHORIZING AND APPROVING STAFF EFFORTS TO SEEK SUCH ADDITIONAL FINANCING AS MAY BE REASONABLY NECESSARY TO FUND PROJECT COSTS FOR THE TAOS OPERATIONS AND MAINTENANCE FACILITY, THE PURCHASE OF ELECTRIC BUSES AND ASSOCIATED CHARGING INFRASTRUCTURE AND THE RENOVATION OF THE JIM WEST TRANSIT CENTER

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

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

WHEREAS, it is lawful for the NCRTD to finance the construction of needed facilities and capital programs (NMSA 1978, Section 73-25-6 (A) (6)); and

WHEREAS, the NCRTD Board has the non-delegable authority under NMSA 1978, Section 73-25-6 (A) 3, 4 and 5, to enter into such agreements and financial commitments as may be necessary to finance District improvements; and

WHEREAS, the District (the "Governmental Unit"), in the State of New Mexico (the "State"), is a Regional Transit District duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Governmental Unit Board of Directors (the "Governing Body") is the governing body of the Governmental Unit; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of the existing Jim West Regional Transit Center located at 1327 North Riverside Drive in Espanola, New Mexico, the for the benefit of the Governmental unit and its citizens; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of a new Taos Operation and Maintenance Facility located on Salazar Road in Taos, New Mexico for the benefit of the Governmental unit and its citizens; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of electric buses, electric charging infrastructure and related facilities; and
WHEREAS, the Governing Body has determined that it is in the best interest of the Governmental Unit to seek financing alternatives for the cost of designing, building, equipping and commissioning the proposed capital projects; and

WHEREAS, the District will need to retain bond counsel in order to facilitate the transaction contemplated in this resolution; and

WHEREAS, the District currently has federal grants in the amount $8,151,091 for the project; and

WHEREAS, the matching amounts of $2,037,773 for the federal grants must be paid from non-federal funding sources; and

WHEREAS, the anticipated total project cost with contingency of building the project is currently estimated to be $13,490,714; and

WHEREAS, the difference between the current identified funding for the project and the project cost is currently $5,319,623; and

WHEREAS, the project amounts set forth herein are subject to change and the actual amount borrowed may be more or less than $5,319,623; and

WHEREAS, the Board of Directors wishes to explore options for financing or funding the amounts set forth herein.

NOW, THEREFORE BE IT RESOLVED THAT,

Section 1. All action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the District Staff is directed to seek alternatives for financing or funding the balance of the project costs not already funded through federal grants.

Section 3. That the officers and employees of the District are hereby directed to assess options to finance the project including potential bond financing and report back to the Board with alternatives.

Section 4. That the Executive Director is authorized to expend budgeted funds to retain bond counsel.
PASSED APPROVED AND ADOPTED THIS 7th DAY OF August 2020 by the Board of Directors for the North Central Regional Transit District.

Daniel Barrone, Chair

Approved as to form:

__________________________
Peter Dwyer, Legal Counsel
Title: Discussion and Consideration of Resolution No. 2020-23 Repealing Resolution No. 2008-15 and Directing Staff to Update Existing Safety and Security Plans.

Prepared By: Peter Dwyer, Legal Counsel

Summary: When the District was just beginning to formally adopt policies for its operations in 2008, it adopted Transportation Operating Procedures for Safety and Security (TOPSS) which was a generic statewide policy form covering myriad transit issues. Many are now redundant or out of date.

Background: The TOPSS plan was a good way to cover a lot of transit policy issues in a single document when the District was getting started. But the District has grown tremendously since 2008 and has adopted much more specific and detailed policies for each of the Departments that have formed. The TOPSS is now out of date and conflicts with more specific policies such as the District’s Personnel Rules. By repealing the TOPSS policy the District can avoid issues with redundant and conflicting policies. There are portions of the TOPSS that should be used to amend existing policies such as the newly adopted Safety and Security policies. Staff should go through the TOPSS and identify which provisions would be good additions to existing policies.

Recommended Action: Staff recommends approval of Resolution No. 2020-23, repeal of the old TOPSS plan and follow up action to amend existing policies by adding provisions of the TOPSS plan that are useful.

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):
- Resolution No. 2020-23
- Resolution No. 2008-15
North Central Regional Transit District (NCRTD)
Resolution No. 2020-23

REPEALING RESOLUTION No. 2008-15 AND DIRECTING STAFF TO UPDATE EXISTING SAFETY AND SECURITY PLANS

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

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

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

WHEREAS, the NCRTD adopted Resolution 2008-15 on December 19, 2008, at a time when the District was just beginning to establish itself as a professionally staffed and operational transit system; and,

WHEREAS, the NCRTD adopted 2008-15 in order to put in place a series of general policies that were standardized Transportation Operating Procedures for Safety and Security (TOPSS); and,

WHEREAS, the NCRTD has subsequently adopted more specific policies for topics such as hiring, training and security that are custom tailored to the District’s needs; and,

WHEREAS, the NCRTD Board of Directors now wishes to repeal Resolution 2008-15 in order to ensure that District policies are clear and consistent and not subject to challenge based upon old and redundant policy provisions contained in the TOPSS policy; and,

WHEREAS, the NCRTD Board of Directors recognizes that some portions of the TOPSS policy may augment existing District policies and directs the staff to review the TOPSS policy and come back to the Board with recommendations on integrating such provisions into the District’s existing policies.

NOW THEREFORE BE IT RESOLVED THAT,

Section 1. The Board hereby repeals Resolution 2008-15.

Section 2. The Board directs staff to review the TOPSS policy for provisions that may enhance existing District policies and to propose such revisions as are necessary or desirable.
PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST, 2020 by the Board of Directors for the North Central Regional Transit District.

Daniel Barrone, Chair

Approved as to form:

________________________
Peter Dwyer, Counsel
North Central Regional Transit District
Resolution 2008-15

A RESOLUTION ADOPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S ("NCRTD"): TRANSIT OPERATING PROCEDURES FOR SAFETY AND SECURITY ("TOPSS")

WHEREAS, the NCRTD is concerned about the safety and security of its passengers; and,

WHEREAS, the Department of Transportation (DOT) has standardized the elements of transit operations; and,

WHEREAS, the adoption of the TOPSS will increase the NCRTD's safety and security procedures; and,

NOW, THEREFORE, BE IT RESOLVED that the North Central Regional Transit District Board of Directors hereby adopts the Transit Operating Procedures for Safety and Security.
PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 19th DAY OF
DECEMBER, 2008

Alfred Herrera, Chairman

Approved as to form:

Mark A. Basham, Legal Counsel


**Title:** Discussion and Consideration of Resolution No. 2020-24 Authorizing NCRTD Staff to Collaborate with Nambé Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Purchase a Replacement Vehicle  

**Prepared By:** Emma Polhemus, Grants and Projects Specialist

**Summary:** On May 26, 2020, the Federal Transit Administration (FTA) published a Notice of Funding Opportunity (NOFO) for the Federal Fiscal Year (FFY) 2020 Tribal Transit Program (TTP) Competitive Grant Program. TTP Competitive Grants are awarded to tribal governments to support public transportation projects. Grant recipients are selected based on FTA evaluation of project proposals in the grant application.

Nambé Pueblo and NCRTD Staff and are seeking Board approval to collaborate in applying for funding to purchase an additional vehicle for the Pojoaque/Nambé Dial-A-Ride Service through the FFY 2020 TTP Competitive Grant Program.

**Background:** The TTP is federal public transportation funding specifically for tribal entities. For FFY 2020, the TTP consists of a $30 million Formula Grant Program and a $5 million Competitive Grant Program. TTP Formula Grants are allocated based on information reported to the National Transit Database and can be used for public transportation capital, planning, administrative and operating expenses. TTP Competitive Grants are allocated based on FTA assessment of competing grant applications and can only be used for the specific purposes requested in the application. TTP Competitive Grants do not replace or reduce TTP Formula Grants or other federal funding.

The Pojoaque/Nambé Dial-a-Ride Service currently operates with one wheelchair-accessible van. A second wheelchair-accessible van is required to improve operational reliability and to allow for possible expansion of the service. There are no spare wheelchair-accessible vans in NCRTD fleet that could be used Pojoaque/Nambe Dial-a-Ride Service. There are some spare vehicles in the NCRTD fleet with higher passenger capacity than a van, but these spare vehicles are also unsuitable for use because they are too large to navigate roads in the area. Additionally, most of the spare vehicles are stationed in remote garages, serving as the spare vehicle for other routes. The project is eligible for a TTP Competitive Grant under the project eligibility criteria.

**Recommended Action:** Staff recommends collaborating with Nambé Pueblo to apply for funding the purchase of a vehicle for the Pojoaque/Nambé Dial-a-Ride Service through the TTP
Competitive Grant Program. As Nambé Pueblo is the eligible applicant (and therefore will be the official submitter), it is necessary to collaborate on the submittal of an application. If funding is awarded, Nambé Pueblo and NCRTD will enter into a Memorandum of Agreement (MOA) that outlines the vehicle purchase.

**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:**
It is anticipated that the vehicle purchased will be a wheelchair-accessible van equipped with standard NCRTD equipment. The cost is estimated to be approximately $75,000.

The TTP Competitive Grant Program requires a 10% local match. NCRTD, on behalf of its member, Nambé Pueblo, is committed to providing the 10% local match if the TTP competitive grant is awarded. The 10% match is estimated to be $7,500.

**Attachment(s):**
- Resolution No. 2020-24
- Notice of Funding Opportunity (NOFO)
North Central Regional Transit District (NCRTD)
Resolution No. 2020-24

A RESOLUTION AUTHORIZING NCRTD STAFF TO COLLABORATE WITH NAMBE PUEBLO IN APPLYING FOR FFY2020 TRIBAL TRANSIT PROGRAM (TTP) COMPETITIVE GRANT TO PURCHASE A VEHICLE

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 is authorized to exercise cooperative powers pursuant to NMSA 1978, Section 73-25-12 "regarding the financing, construction, operation or maintenance of a specified regional transit system"; and

WHEREAS, the NCRTD has as a stated goal that it should participate in partnerships and regional collaboration on transit service needs and investments by establishing stronger working relationships with local municipalities, tribes, and government agencies (Long Range Strategic Plan Objective 4.2); and

WHEREAS, the NCRTD can fulfill this goal by cooperating with Nambe Pueblo in applying for and potentially implementing projects using TTP Competitive Grant funds to purchase a vehicle; and

WHEREAS, in furtherance of the NCRTD's goals and for the benefit of the NCRTD, Nambe Pueblo, and the travelling public, the NCRTD is committed to providing the necessary ten percent (10%) local match of the estimated $75,000.00 total project cost in the amount of $7,500.00.

NOW, THEREFORE, BE IT RESOLVED THAT, the NCRTD Commits to provide a local match of $7,500.00 for TTP Competitive Grant funding (if awarded) to purchase a vehicle for Nambe Pueblo.
PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST 2020 by the Board of Directors for the North Central Regional Transit District.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
2. Administrative and National Policy Requirements

a. Pre-Award Authority
FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. FTA does not provide pre-award authority for competitive funds until projects are selected and then, Federal requirements must be met before costs are incurred. Preparation of proposals is not an eligible pre-award expense.

b. Grant Requirements
Successful proposals will be awarded through FTA’s Transit Award Management System (TraMS) as Cooperative Agreements.

c. Planning
The FTA encourages applicants to engage the appropriate State Departments of Transportation, Regional Transportation Planning Organizations, or Metropolitan Planning Organizations in areas likely to be served by the project funds made available under this program.

d. Standard Assurances
The applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

e. Buy America
FTA requires that all capital procurements meet FTA’s Buy America requirements per 49 U.S.C. 5323(f), which require that all iron, steel, or manufactured products be produced in the United States. Federal public transportation law provides for a phased increase in the domestic content for rolling stock between FY 2016 and FY 2020. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of rolling stock must occur in the United States. FTA issued guidance on the implementation of the phased increase in domestic content on September 1, 2016 (81 FR 60278). Applicants should read the policy guidance carefully to determine the applicable domestic content requirement for their project. Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted. Consistent with Executive Order 13838 Strengthening Buy-American Preferences for Infrastructure Projects, signed by President Trump on January 31, 2019, applicants should maximize the use of goods, products, and materials produced in the United States, in Federal procurements and through the terms and conditions of Federal financial assistance awards. Additional information on Buy America requirements can be found at https://www.transit.dot.gov/buyamerica.

f. Reporting
Post-award reporting requirements include submission of Federal Financial Reports and Milestone Reports in FTA’s electronic grants management system on a quarterly basis for all projects.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the FTA Real-Time Transit Infrastructure and Rolling Stock Condition Assessment Demonstration Program Manager Sam Yimer at samuel.yimer@dot.gov or 202–366–1321. A TDD is available for individuals who are deaf or hard of hearing at 1–800–877–8339.

Issued in Washington, DC.

K. Jane Williams,
Acting Administrator.

[FR Doc. 2020–11129 Filed 5–22–20; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration
FY 2020 Competitive Funding Opportunity: Public Transportation on Indian Reservations Program; Tribal Transit Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the availability of approximately $5 million in funding, for the Public Transportation on Indian Reservations Program (Tribal Transit Program). This notice is a national solicitation for project proposals and includes the selection criteria and program eligibility information for Fiscal Year (FY) 2020 projects. FTA may fund the program for more or less than the full year appropriation, and may include other funding if available from prior fiscal years toward project proposals received in response to this Notice of Funding Opportunity (NOFO). This announcement is available on the FTA website at: http://www.transit.dot.gov. Additionally, a synopsis of the funding opportunity, FTA–2020–007–TR, will be posted in the FIND module of GRANTS.GOV at http://www.grants.gov. The program is located in the Catalog of Federal Domestic Assistance under 20.509.

DATES: Complete proposals for the Tribal Transit Program announced in this Notice must be submitted by 11:59 p.m. Eastern time on August 24, 2020. All proposals must be submitted electronically through the GRANTS.GOV APPLY function. Any applicant intending to apply should initiate the process of registering on the GRANTS.GOV site immediately to ensure completion of registration before the submission deadline. Instructions for applying can be found on FTA’s website at http://www.transit.dot.gov and in the FIND module of GRANTS.GOV. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Contact the appropriate FTA Regional Office at http://www.transit.dot.gov for proposal-specific information and issues. For general program information, contact Amy Fong, Office of Program Management, (202) 366–0876, email: amy.fong@dot.gov A TDD is available at 1–800–877–8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION:

Table of Contents

A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration Information
G. Federal Awarding Agency Contacts

A. Program Description
The Tribal Transit Program is authorized by Federal public transit law at 49 U.S.C. 5311(c)(1)(A). The program authorizes grants ‘‘under such terms and
II. Program Information

Specific project services distributed to Indian tribes under the Tribal Transit Program do not replace or reduce funds that Indian tribes receive from States through FTA's Formula Grants for Rural Areas Program. Specific project eligibility under this competitive allocation in FY 2020 to projects is described in Section C of this notice.

B. Federal Award Information

Five million dollars is authorized for the Tribal Transit Program competitive allocation in FY 2020 to projects selected pursuant to the process described in the following sections. Federal awards under this competitive program will be in the form of grants. Additionally, there is a $25,000 cap on planning grant awards, and FTA has the discretion to cap capital and operating awards.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include federally recognized Indian tribes or Alaska Native villages, groups, or communities as identified by the U.S. Department of the Interior (DOI) Bureau of Indian Affairs (BIA). As evidence of Federal recognition, an Indian tribe may submit a copy of the most up-to-date Federal Register notice published by BIA: Eligible applicants must have the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program. Additionally, applicants must be located and provide service in a rural area with a population of 50,000 or less. A service area can include some portions of urban areas, as long as the tribal transit service begins in and serves rural areas. An applicant must be registered in the System for Award Management (SAM) database and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by FTA.

2. Cost Sharing or Matching

There is a 90 percent Federal share for projects selected under the Tribal Transit Program competitive program, unless the Indian tribe can demonstrate a financial hardship in its application. FTA is interested in the Indian tribe's financial commitment to the proposed project; thus, the proposal should include a description of the Indian tribe's financial commitment. Tribes may use any eligible local match under Chapter 53.

3. Eligible Projects

Eligible projects include public transportation planning and capital expenses. Operating projects are eligible in limited circumstances. In FY 2020, FTA will only consider operating assistance requests from tribes without existing transit service, or those tribes who received a Tribal Transit Program formula allocation of less than $20,000 in FY 2019.

Public transportation includes regular, continuing shared-ride surface transportation services open to the public or open to a segment of the public defined by age, disability, or low income. FTA will award grants to eligible Indian tribes located in rural areas. Applicants must submit one proposal for each project. Specific types of projects include: Capital projects for start-ups, replacement, or expansion needs; operating assistance for start-ups; and planning projects up to $25,000. Indian tribes applying for capital replacement or expansion needs must demonstrate a sustainable source of operating funds for existing or expanded services.

D. Application and Submission Information

1. Address To Request Application Package

A complete proposal submission will consist of at least two files: (1) The SF-424 Mandatory form (downloaded from GRANTS.GOV); and (2) the Tribal Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The Tribal Transit supplemental form provides guidance and a consistent format for applicants to respond to the criteria outlined in this NOFO.

2. Content and Form of Application Submission

A strong transportation network is critical to the functioning and growth of the American economy. The nation's industry depends on the transportation network to move the goods that it produces, and facilitate the movements of the workers who are responsible for that production. When the nation's highways, railways, and ports function well, that infrastructure connects people to jobs, increases the efficiency of delivering goods and thereby cuts the costs of doing business, reduces the burden of commuting, and improves overall well-being.
into the form. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

Complete instructions on the application process can be found at http://www.transit.dot.gov. Important: FTA urges applicants to submit their project proposals at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. FTA will not accept submissions after the stated submission deadline. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website at http://www.GRANTS.GOV. The deadline will not be extended due to scheduled maintenance or outages.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the SAM is renewed annually; and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions. Applicants must submit one proposal for each project.

Information such as applicant name, Federal amount requested, description of areas served, and other information may be requested in varying degrees of detail on both the SF 424 form and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

(ii) Application Content

The SF–424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Name of federally recognized tribe and, if appropriate, the specific tribal agency submitting the application.

b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number if available.

c. Contact information including: Contact name, title, address, phone number, and email address.

d. Description of public transportation services, including areas currently served by the tribe, if any.

e. Name of person(s) authorized to apply on applicant’s behalf must accompany the proposal (attach a signed transmittal letter).

f. Complete Project Description: Indicate the category for which funding is requested (i.e., project type: capital, operating, or planning), and then indicate the project purpose (i.e., start-up, expansion, or replacement). Describe the proposed project and what it will accomplish (e.g., number and type of vehicles, routes, service area, schedules, type of services, fixed route or demand responsive, safety aspects), route miles (if fixed route), ridership numbers expected (actual if an existing system, estimated if a new system), major origins and destinations, population served, and whether the tribe provides the service directly or contracts for services, and note vehicle maintenance plans.

g. Project Timeline: Include significant milestones such as date of contract for purchase of vehicles, actual or expected delivery date of vehicles; facility project phases (e.g., environmental reviews, design, construction); or dates for completion of planning studies. If applying for operational funding for new services, indicate the period of time that funds would be used to operate the system (e.g., one year). This section should also include any needed timelines for tribal council or project approvals, if applicable.

h. Budget: Provide a detailed budget for each proposed purpose, noting the Federal amount requested and any additional funds that will be used. An Indian tribe may use up to fifteen percent of a grant award for capital projects for specific project-related planning and administration, and the indirect cost rate may not exceed ten percent (if necessary, add as an attachment) of the total amount requested/awarded. Indian tribes must also provide their annual operating budget as an attachment or under the Financial Commitment and Operating Capacity section of the supplemental form.

i. Technical, Legal, Financial Capacity: Applicants may be able to demonstrate adequate technical, legal, and financial capacity to be considered for funding. Every proposal MUST describe this capacity to implement the proposed project.

1. Technical Capacity: Provide examples of management of other Federal projects, including previously funded FTA projects and/or similar types of projects for which funding is being requested. Describe the resources available to implement the proposed transit project.

2. Legal Capacity: Provide documentation or other evidence to demonstrate status as a federally recognized Indian tribe. Further, demonstrate evidence of an authorized representative with authority to bind the applicant and execute legal agreements with FTA. If applying for capital or operating funds, identify whether appropriate Federal or State operating authority exists.

3. Financial Capacity: Provide documentation or other evidence demonstrating current adequate financial systems to receive and manage a Federal grant. Fully describe: (1) All financial systems and controls; (2) other sources of funds currently managed; and (3) the long-term financial capacity to maintain the proposed or existing transit services.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant: (1) is an individual; (2) is excepted from the requirements under 2 CFR 25.110(b) or (c); or (3) has an exception approved by FTA under 2 CFR 25.110(d). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.

4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by 11:59 p.m. Eastern time on August 24, 2020. Mail and fax submissions will not be accepted. Proposals submitted after
the deadline will not be considered under any circumstance. Applications are time and date stamped by
GRANTS.GOV upon successful submission.
5. Funding Restrictions

Funds must be used only for the specific purposes requested in the application. Funds under this NOPO cannot be used to reimburse projects for otherwise eligible expenses incurred prior to an FTA award under this program. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement. FTA does not provide pre-award authority for competitive funds until projects are selected and even then, there are Federal requirements that must be met before costs are incurred. For more information about FTA’s policy on pre-award authority, please see the FY 2019 Apportionment Notice published on July 3, 2019. https://www.govinfo.gov/content/pkg/FR-2019-07-03/pdf/2019-14246.pdf.

E. Application Review Information
1. Selection Criteria

FTA will use the following primary selection criteria when evaluating competing capital and operating assistance projects eligible under this program. Applications will be evaluated based on the quality and extent to which the following evaluation criteria are addressed. Consistent with the Department’s R.O.U.T.E.S. Initiative (https://www.transportation.gov/rural), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in the section above, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

(i.) Planning and Local/Regional Prioritization

Applications will be evaluated based on the degree to which the applicant: (1) Describes how the proposed project was developed; (2) demonstrates that a sound basis for the project exists; and (3) demonstrates that the applicant is ready to implement the project if funded. Information may vary depending upon how the planning process for the project was conducted and what is being requested. Planning and local/regional prioritization should:

a. Describe the planning document and/or the planning process conducted to identify the proposed project;

b. Provide a detailed project description, including the proposed service, vehicle and facility needs, and other pertinent characteristics of the proposed or existing service implementation;
c. Identify existing transportation services in and near the proposed service area, and document in detail whether the proposed project will provide opportunities to coordinate service with existing transit services, including human service agencies, intercity bus services, or other public transit providers;
d. Discuss the level of support by the community and/or tribal government for the proposed project;
e. Describe how the mobility and client-access needs of tribal human services agencies were considered in the planning process;
f. Describe what opportunities for public participation were provided in the planning process and how the proposed transit service or existing service has been coordinated with transportation provided for the clients of human services agencies, with intercity bus transportation in the area, or with any other rural public transit providers;
g. Describe how the proposed service complements rather than duplicates any currently available services;
h. Describe the implementation schedule for the proposed project, including time period, staffing, and procurement; and
i. Describe any other planning or coordination efforts not mentioned above.

(ii.) Project Readiness

Applications will be evaluated on the degree to which the applicant describes readiness to implement the project. The project readiness factor involves assessing whether:

a. The project is a Categorical Exclusion or the required environmental work has been initiated or completed, for construction projects requiring an Environmental Assessment or Environmental Impact Statement under, among others, the National Environmental Policy Act of 1969, as Amended;
b. Project implementation plans are complete, including initial design of facilities projects;
c. Project funds can be obligated and the project can be implemented quickly, if selected; and
d. The applicant demonstrates the ability to carry out the proposed project successfully.

(iii.) Demonstration of Need

Applications will be evaluated based on the degree to which the applicant identifies the need for transit resources. In addition to project-specific criteria, FTA will consider the project’s impact on service delivery and whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA program formula allocations or State and/or local resources. FTA will evaluate how the proposal demonstrates the transit needs of the Indian tribe as well as how the proposed transit improvements or the new service will address identified transit needs.

Proposals should include information such as destinations and services not currently accessible by transit; needs for access to jobs or health care; safety enhancements; special needs of elders or individuals with disabilities; behavioral health care needs of youth; income-based community needs; or other mobility needs. If an applicant received a planning grant in previous fiscal years, the proposal should indicate the status of the planning study and how the proposed project relates to that study.

Applicants applying for capital expansion or replacement projects should also address the following factors in their proposal. If the proposal is for capital funding associated with an expansion or expanded service, the applicant should describe how current or growing demand for the service necessitates the expansion and/or the degree to which the project is addressing a current capacity constraint. Capital replacement projects should include information about the age, condition, and performance of the asset to be replaced by the proposed project and/or how the replacement may be necessary to maintain the transit system in a state of good repair.

(iv.) Demonstration of Benefits

Applications will be evaluated based on the degree to which the applicant identifies expected or, in the case of existing service, achieved project benefits. FTA is particularly interested in how these investments will improve the quality of life for the tribe and surrounding communities in which it is located. Applicants should describe how the transportation service or capital investment will provide greater access to employment opportunities, educational centers, healthcare, or other needs that impact the quality of life for
the community, as described in the program purpose above. Possible examples include: increased or sustained ridership and daily trips; improved service; elimination of gaps in service; improved operations and coordination; increased reliability; and health care, education, and economic benefits to the community. Benefits can be demonstrated by identifying the population of tribal members and non-tribal members in the proposed project service area and estimating the number of daily one-way trips the proposed transit service will provide or the actual number of individual riders served.

Applicants are encouraged to consider qualitative and quantitative benefits to the Indian tribe and to the surrounding communities that are meaningful to them. Using the information provided under this criterion, FTA will rate proposals based on the quality and extent to which they discuss the following four factors:

a. The project's ability to improve transit efficiency or increase ridership;
b. Whether the project will improve or maintain mobility, or eliminate gaps in service for the Indian tribe;
c. Whether the project will improve or maintain access to important destinations and services;
d. Any other qualitative benefits, such as greater access to jobs, education, and health care services.

(vi.) Financial Commitment and Operating Capacity

Applications must identify the source of local match (a minimum of 10 percent is required for all operating and capital projects), and any other funding sources used by the Indian tribe to support proposed transit services, including human service transportation funding, the Federal Highway Administration’s Tribal Transportation Program funding, or other FTA programs. If requesting that FTA waive the local match based on financial hardship, the applicant must submit budgets and sources of other revenue to demonstrate hardship. FTA will review this information and notify a tribe at the time of award if the waiver is approved.

If applicable, the applicant also should describe how prior year Tribal Transit Program funds were spent to date to support the service. Additionally, Indian tribes applying to operate new services should provide a sustainable funding plan that demonstrates how it intends to maintain operations.

In evaluating proposals, FTA will consider any other resources the Indian tribe will contribute to the project, including in-kind contributions, commitments of support from local businesses, donations of land or equipment, and human resources. The proposal should describe to what extent the new project or funding for existing service leverages other funding. Based upon the information provided, the proposals will be rated on the extent to which the proposal demonstrates that:

a. Tribal Transit Program funding does not replace existing funding;
b. The Indian tribe will provide non-financial support to the project;
c. The Indian tribe is able to demonstrate a sustainable funding plan; and
d. Project funds are used in coordination with other services for efficient utilization of funds.

2. Review and Selection Process

An FTA technical evaluation committee will review proposals under the project evaluation criteria. Members of the technical evaluation committee and other involved FTA staff reserve the right to screen the applications and seek clarification about any statement in an application. After consideration of the findings of the technical evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project. Geographic diversity, the amount of local share, and the applicant’s receipt and management of other Federal transit funds may be considered in FTA’s award decisions.

After applying the above preferences, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;
(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;
(C) Accounting for the life-cycle costs of the project to promote the state of good repair;
(D) Using innovative approaches to improve safety and expedite project delivery; and
(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems accessible through SAM. An applicant may review and comment on any information about itself that a Federal awarding agency previously entered.

3. Review and Selection Process

FTA will publish a list of the selected projects, including Federal dollar amounts and award recipients, on FTA’s website. Project recipients should contact their FTA Regional Offices and tribal liaison for information about setting up grants in FTA’s Transit Award Management System (TrAMS).

4. Reporting

The post-award reporting requirements include submission of the Federal Financial Report (FFR) and Milestone Progress Report in TrAMS, and FTA’s National Transit Database (NTD) reporting as appropriate (see FTA Circular 9044). Reports to TrAMS and NTD are due annually.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact Amy Fong, Office of Program Management, 366-0876, email: amy.fong@dot.gov. A TDD is available at 1–800–877–8339 (TDD/FIRS).

H. Other Information

This program is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C of this Notice. Due to funding limitations, applicants that are selected for funding may receive less than the amount requested.
Additionally, to assist tribes with understanding requirements under the Tribal Transit Program, FTA has conducted Tribal Transit Technical Assistance Workshops and will continue those efforts in FY 2020. FTA has expanded its technical assistance to tribes receiving funds under this program. Through the Tribal Transit Technical Assistance Assessments Initiative, FTA collaborates with Tribal Transit Leaders to review processes and identify areas in need of improvement, and then assists to offer solutions to address these needs—all in a supportive and mutually beneficial manner that results in technical assistance. FTA has completed over fifty assessments to date and expects to conduct sixteen assessments in FY 2020. These assessments include discussions of compliance areas pursuant to the Master Agreement, a site visit, promising practices reviews, and technical assistance from FTA and its contractors. These workshops and assessments have received excellent feedback from Tribal Transit Leaders and provided FTA with invaluable opportunities to learn more about Tribal Transit Leaders' perspectives and better honor the sovereignty of tribal nations.

FTA will post information about upcoming workshops to its website and will disseminate information about the assessments through its regional offices. Contact information for FTA’s regional offices can be found on FTA’s website at www.transit.dot.gov.

Applicants may also receive technical assistance by contacting their FTA regional Tribal Liaison. A list of Tribal Liaisons is available on FTA’s website at www.transit.dot.gov.

K. Jane Williams,
Acting Administrator.

DEPARTMENT OF THE TREASURY
Financial Crimes Enforcement Network

Agency Information Collection Activities; Proposed Renewal; Comment Request; Renewal Without Change of the Bank Secrecy Act Reports by Financial Institutions of Suspicous Transactions at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320, and FinCEN Report 111—Suspicious Activity Report

AGENCY: Financial Crimes Enforcement Network (FinCEN), Treasury.

ACTION: Notice and request for comments.

SUMMARY: As part of its continuing effort to reduce paperwork and respondent burden, FinCEN invites comments on the proposed renewal, without change, of currently approved information collections relating to reports of suspicious transactions. Under the Bank Secrecy Act regulations, financial institutions are required to report suspicious transactions using FinCEN Report 111 (the suspicious activity report, or SAR). Although no changes are proposed to the information collections themselves, this request for comments covers a proposed updated burden estimate for the information collection. This request for comments is made pursuant to the Paperwork Reduction Act of 1995.

DATES: Written comments are welcome, and must be received on or before July 27, 2020.

ADDRESSES: Comments may be submitted by any of the following methods:

Please submit comments by one method only. Comments will also be incorporated into FinCEN’s review of existing regulations, as provided by Treasury’s 2011 Plan for Retrospective Analysis of Existing Rules. All comments submitted in response to this notice will become a matter of public record. Therefore, you should submit only information that you wish to make publicly available.

FOR FURTHER INFORMATION CONTACT: The FinCEN Regulatory Support Section at 1–800–767–2825 or electronically at frc@fincen.gov.

SUPPLEMENTARY INFORMATION:
I. Statutory and Regulatory Provisions


The BSA authorizes the Secretary of the Treasury, inter alia, to require financial institutions to keep records and file reports that are determined to have a high degree of usefulness in criminal, tax, and regulatory matters, or in the conduct of intelligence or counter-intelligence activities, to protect against international terrorism, and to implement counter-money laundering programs and compliance procedures. Regulations implementing Title II of the BSA appear at 31 CFR Chapter X. The authority of the Secretary to administer the BSA has been delegated to the Director of FinCEN.

Under 31 U.S.C. 5318(g), the Secretary of the Treasury is authorized to require financial institutions to report any suspicious transaction relevant to a possible violation of law or regulation. Regulations implementing 31 U.S.C. 5318(g) are found at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, 1029.320, and 1030.320. The information collected under these requirements are made available to appropriate agencies and organizations as disclosed in FinCEN’s Privacy Act System of Records Notice relating to BSA Reports.

II. Paperwork Reduction Act (PRA)5

Title: Reports by Financial Institutions of Suspicious Transactions (31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320).


1Section 358 of the USA PATRIOT Act added language expanding the scope of the BSA to intelligence or counter-intelligence activities to protect against international terrorism.
2Treasury Order 180–01 (re-affirmed January 14, 2020).
3FinCEN’s System of Records Notice for the BSA Reports System was most recently published at 79 FR 20609 (April 14, 2014).
5The SAR regulatory reporting requirements are currently covered under the following OMB control numbers: 1506–0001 (31 CFR 1020.320—Reports by banks of suspicious transactions); 1506–0006 (31 CFR 1021.320—Reports by casinos of suspicious transactions); 1506–0015 (31 CFR 1022.320—Reports by money services businesses of suspicious transactions); 1506–0019 (31 CFR 1023.320—Reports by brokers or dealers in securities of suspicious transactions, 31 CFR 1024.320—Reports by dealers in precious metals, stones, and jewelry of suspicious transactions, and 31 CFR 1026.320—Reports by insurance companies of suspicious transactions).
Title: Discussion and Consideration of Resolution No. 2020-25 Authorizing NCRTD Staff to Collaborate with Pojoaque Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Purchase a Replacement Vehicle

Prepared By: Emma Polhemus, Grants and Projects Specialist

Summary: On May 26, 2020, the Federal Transit Administration (FTA) published a Notice of Funding Opportunity (NOFO) for the Federal Fiscal Year (FFY) 2020 Tribal Transit Program (TTP) Competitive Grant Program. TTP Competitive Grants are awarded to tribal governments to support public transportation projects. Grant recipients are selected based on FTA evaluation of project proposals in the grant application.

Pojoaque Pueblo and NCRTD Staff and are seeking Board approval to collaborate in applying for funding to purchase an additional vehicle for the Pojoaque/Nambé Dial-a-Ride Service through the FFY 2020 TTP Competitive Grant Program.

Background: The TTP is federal public transportation funding specifically for tribal entities. For FFY 2020, the TTP consists of a $30 million Formula Grant Program and a $5 million Competitive Grant Program. TTP Formula Grants are allocated based on information reported to the National Transit Database and can be used for public transportation capital, planning, administrative and operating expenses. TTP Competitive Grants are allocated based on FTA assessment of competing grant applications and can only be used for the specific purposes requested in the application. TTP Competitive Grants do not replace or reduce TTP Formula Grants or other federal funding.

The Pojoaque/Nambé Dial-a-Ride Service currently operates with one wheelchair-accessible van. A second wheelchair-accessible van is required to improve operational reliability and to allow for possible expansion of the service. There are no spare wheelchair-accessible vans in NCRTD fleet that could be used Pojoaque/Nambe Dial-a-Ride Service. There are some spare vehicles in the NCRTD fleet with higher passenger capacity than a van, but these spare vehicles are also unavailable for use because they are too large to navigate roads in the area. Additionally, most of the spare vehicles are stationed in remote garages, serving as the spare vehicle for other routes. The project is eligible for a TTP Competitive Grant under the project eligibility criteria.

Recommended Action: Staff recommends collaborating with Pojoaque Pueblo to apply for funding the purchase of a vehicle for the Pojoaque/Nambé Dial-a-Ride Service through the TTP
Competitive Grant Program. As Pojoaque Pueblo is the eligible applicant (and therefore will be the official submitter), it is necessary to collaborate on the submittal of an application. If funding is awarded, Pojoaque Pueblo and NCRTD will enter into a Memorandum of Agreement (MOA) that outlines the vehicle purchase.

**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:**
It is anticipated that the vehicle purchased will be a wheelchair-accessible van equipped with standard NCRTD equipment. The cost is estimated to be $75,000.

The TTP Competitive Grant Program requires a 10% local match. NCRTD, on behalf of its member, Pojoaque Pueblo, is committed to providing the 10% local match if the TTP competitive grant is awarded. The 10% match is estimated to be $7,500.

**Attachment(s):**
- Resolution No. 2020-25
- Notice of Funding Opportunity (NOFO)
North Central Regional Transit District (NCRTD)
Resolution No. 2020-25

A RESOLUTION AUTHORIZING NCRTD STAFF TO COLLABORATE WITH POJOAQUE PUEBLO IN APPLYING FOR FFY2020 TRIBAL TRANSIT PROGRAM (TTP) COMPETITIVE GRANT TO PURCHASE A VEHICLE

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 is authorized to exercise cooperative powers pursuant to NMSA 1978, Section 73-25-12 "regarding the financing, construction, operation or maintenance of a specified regional transit system"; and

WHEREAS, the NCRTD has as a stated goal that it should participate in partnerships and regional collaboration on transit service needs and investments by establishing stronger working relationships with local municipalities, tribes, and government agencies (Long Range Strategic Plan Objective 4.2); and

WHEREAS, the NCRTD can fulfill this goal by cooperating with Pojoaque Pueblo in applying for and potentially implementing projects using TTP Competitive Grant funds to purchase a vehicle; and

WHEREAS, in furtherance of the NCRTD's goals and for the benefit of the NCRTD, Pojoaque Pueblo, and the travelling public, the NCRTD is committed to providing the necessary ten percent (10%) local match of the estimated $75,000.00 total project cost in the amount of $7,500.00.

NOW, THEREFORE, BE IT RESOLVED THAT, the NCRTD Commits to provide a local match of $7,500.00 for TTP Competitive Grant funding (if awarded) to purchase a vehicle for Pojoaque Pueblo.
PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST, 2020 by the Board of Directors for the North Central Regional Transit District.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
2. Administrative and National Policy Requirements
   a. Pre-Award Authority

   FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. FTA does not provide pre-award authority for competitive funds until projects are selected and even then, Federal requirements must be met before costs are incurred. Preparation of proposals is not an eligible pre-award expense.

   b. Grant Requirements

   Successful proposals will be awarded through FTA’s Transit Award Management System (TrAMS) as Cooperative Agreements.

   c. Planning

   The FTA encourages applicants to engage the appropriate State Departments of Transportation, Regional Transportation Planning Organizations, or Metropolitan Planning Organizations in areas likely to be served by the project funds made available under this program.

   d. Standard Assurances

   The applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

   e. Buy America

   FTA requires that all capital procurements meet FTA’s Buy America requirements per 49 U.S.C. 5323(i), which require that all iron, steel, or manufactured products be produced in the United States. Federal public transportation law provides for a phased increase in the domestic content for Rolling Stock between FY 2016 and FY 2020. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of Rolling Stock must occur in the United States. FTA issued guidance on the implementation of the phased increase in domestic content on September 1, 2016 (81 FR 60278). Applicants should read the policy guidance carefully to determine the applicable domestic content requirement for their project. Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted.

   f. Reporting

   Post-award reporting requirements include submission of Federal Financial Reports and Milestone Reports in FTA’s electronic grants management system on a quarterly basis for all projects.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the FTA Real-Time Transit Infrastructure and Rolling Stock Condition Assessment Demonstration Program Manager Sam Yimer at samuel.yimer@dot.gov or 202-366-1321. A TDD is available for individuals who are deaf or hard of hearing at 1-800-877-8339.

Issued in Washington, DC.
K. Jane Williams,
Acting Administrator.

[FR Doc. 2020-11129 Filed 5-22-20; 8:45 am]

DEPARTMENT OF TRANSPORTATION
Federal Transit Administration
FY 2020 Competitive Funding Opportunity: Public Transportation on Indian Reservations Program; Tribal Transit Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the availability of approximately $5 million in funding, for the Public Transportation on Indian Reservations Program (Tribal Transit Program). This notice is a national solicitation for project proposals and includes the selection criteria and program eligibility information for Fiscal Year (FY) 2020 projects. FTA may fund the program for more or less than the full year appropriation, and may include other funding if available from prior fiscal years toward project proposals received in response to this Notice of Funding Opportunity (NOFO). This announcement is available on the FTA website at: http://www.transit.dot.gov. Additionally, a synopsis of the funding opportunity, FTA-2020-007-TR, will be posted in the FIND module of GRANTS.GOV at http://www.grants.gov. The program is located in the Catalog of Federal Domestic Assistance under 20.509.

DATES: Complete proposals for the Tribal Transit Program announced in this Notice must be submitted by 11:59 p.m. Eastern time on August 24, 2020. All proposals must be submitted electronically through the GRANTS.GOV APPLY function. Any applicant intending to apply should initiate the process of registering on the GRANTS.GOV site immediately to ensure completion of registration before the submission deadline. Instructions for applying can be found on FTA’s website at http://www.transit.dot.gov and in the FIND module of GRANTS.GOV. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Contact the appropriate FTA Regional Office at http://www.transit.dot.gov for proposal-specific information and issues. For general program information, contact Amy Fong, Office of Program Management, (202) 366-0876, email: amy.fong@dot.gov A TDD is available at 1-800-877-8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION:

Table of Contents
A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration Information
G. Federal Awarding Agency Contacts

A. Program Description

The Tribal Transit Program is authorized by Federal public transit law at 49 U.S.C. 5311(c)(1)(A). The program authorizes grants “under such terms and
conditions as may be established by the Secretary" to Indian tribes for any purpose eligible under FTA’s Formula Grants for Rural Areas Program, 49 U.S.C. 5311. Tribes may apply for this funding directly.

The primary purpose of these competitively selected grants is to support planning, capital, and, in limited circumstances, operating assistance for tribal public transit services. Funds distributed to Indian tribes under the Tribal Transit Program do not replace or reduce funds that Indian tribes receive from States through FTA’s Formula Grants for Rural Areas Program. Specific project eligibility under this competitive allocation is described in Section C of this notice.

B. Federal Award Information

Five million dollars is authorized for the Tribal Transit Program competitive allocation in FY 2020 to projects selected pursuant to the process described in the following sections. Federal awards under this competitive program will be in the form of grants. Additionally, there is a $25,000 cap on planning grant awards, and FTA has the discretion to cap capital and operating awards.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include federally recognized Indian tribes or Alaska Native villages, groups, or communities as identified by the U.S. Department of the Interior (DOI) Bureau of Indian Affairs (BIA). As evidence of Federal recognition, an Indian tribe may submit a copy of the most up-to-date Federal Register notice published by BIA:

- Entities Recognized and Eligible to Receive Service from the United States Bureau of Indian Affairs (BIA). When the nation’s transportation infrastructure is critical to the Department, transportation networks play a vital role in supporting our national economic vitality. Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department encourages applicants to consider how the project will address the challenges faced by rural areas.

(i) Proposal Submission

The supplemental form and any supporting documents must be attached to the “Attachments” section of the SF-424. The application must include responses to all sections of the SF-424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice.

FTA will only accept one supplemental form per SF-424 submission. Applicants may attach additional supporting information to the SF-424 submission, including but not limited to letters of support, project budgets, fleet status reports, or excerpts from relevant planning documents. Supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF-424 and Supplemental Form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should not place N/A or “refer to attachment” in lieu of typing in responses in the field sections. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built
into the form. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

Complete instructions on the application process can be found at http://www.transit.dot.gov. Important: FTA urges applicants to submit their project proposals at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. FTA will not accept submissions after the stated submission deadline. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website at http://www.GRANTS.GOV. The deadline will not be extended due to scheduled maintenance or outages.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the SAM is renewed annually; and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions. Applicants must submit one proposal for each project.

Information such as applicant name, Federal amount requested, description of areas served, and other information may be requested in varying degrees of detail on both the SF 424 form and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

(ii) Application Content

The SF-424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Name of federally recognized tribe and, if appropriate, the specific tribal agency submitting the application.

b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number if available.

c. Contact information including: Contact name, title, address, phone number, and email address.

d. Description of public transportation services, including areas currently served by the tribe, if any.

e. Name of person(s) authorized to apply on applicant’s behalf must accompany the proposal (attach a signed transmittal letter).

f. Complete Project Description: Indicate the category for which funding is requested (i.e., project type: capital, operating, or planning), and then indicate the project purpose (i.e., startup, expansion, or replacement). Describe the proposed project and what it will accomplish (e.g., number and type of vehicles, routes, service area, schedules, type of services, fixed route or demand responsive, safety aspects), route miles (if fixed route), ridership numbers expected (actual if an existing system, estimated if a new system), major origins and destinations, population served, and whether the tribe provides the service directly or contracts for services, and note vehicle maintenance plans.

g. Project Timeline: Include significant milestones such as date of contract for purchase of vehicles, actual or expected delivery date of vehicles; facility project phases (e.g., environmental reviews, design, construction); or dates for completion of planning studies. If applying for operational funding for new services, indicate the period of time that funds would be used to operate the system (e.g., one year). This section should also include any needed timelines for tribal council project approvals, if applicable.

h. Budget: Provide a detailed budget for each proposed purpose, noting the Federal amount requested and any additional funds that will be used. An Indian tribe may use up to fifteen percent of a grant award for capital projects for specific project-related planning and administration, and the indirect cost rate may not exceed ten percent (if necessary, add as an attachment) of the total amount requested/awarded. Indian tribes must also provide their annual operating budget as an attachment or under the Financial Commitment and Operating Capacity section of the supplemental form.

i. Technical, Legal, Financial Capacity: Applicants must be able to demonstrate adequate technical, legal, and financial capacity to be considered for funding. Every proposal MUST describe this capacity to implement the proposed project.

1. Technical Capacity: Provide examples of management of other Federal projects, including previously funded FTA projects and/or similar types of projects for which funding is being requested. Describe the resources available to implement the proposed transit project.

2. Legal Capacity: Provide documentation or other evidence to demonstrate status as a federally recognized Indian tribe. Further, demonstrate evidence of an authorized representative with authority to bind the applicant and execute legal agreements with FTA. If applying for capital or operating funds, identify whether appropriate Federal or State operating authority exists.

3. Financial Capacity: Provide documentation or other evidence demonstrating current adequate financial systems to receive and manage a Federal grant. Fully describe: (1) All financial systems and controls; (2) other sources of funds currently managed; and (3) the long-term financial capacity to maintain the proposed or existing transit services.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant: (1) is an individual; (2) is excepted from the requirements under 2 CFR 25.110(b) or (c); or (3) has an exception approved by FTA under 2 CFR 25.110(d). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.

4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by 11:59 p.m. Eastern time on August 24, 2020. Mail and fax submissions will not be accepted. Proposals submitted after
the deadline will not be considered under any circumstance. Applications are time and date stamped by GRANTS.GOV upon successful submission.

5. Funding Restrictions

Funds must be used only for the specific purposes requested in the application. Funds under this NOFO cannot be used to reimburse projects for otherwise eligible expenses incurred prior to an FTA award under this program. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement. FTA does not provide pre-award authority for competitive funds until projects are selected and even then, there are Federal requirements that must be met before costs are incurred. For more information about FTA's policy on pre-award authority, please see the FY 2019 Apportionment Notice published on July 3, 2019. https://www.govinfo.gov/content/pkg/FR-2019-07-03/pdf/2019-14246.pdf.

E. Application Review Information

1. Selection Criteria

FTA will use the following primary selection criteria when evaluating competing capital and operating assistance projects eligible under this program. Applications will be evaluated based on the quality and extent to which the following evaluation criteria are addressed. Consistent with the Department’s R.O.U.T.E.S. Initiative (https://www.transportation.gov/rural), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in the section above, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

(i.) Planning and Local/Regional Prioritization

Applications will be evaluated based on the degree to which the applicant: (1) Describes how the proposed project was developed; (2) demonstrates that a sound basis for the project exists; and (3) demonstrates that the applicant is ready to implement the project if funded. Information may vary depending upon how the planning process for the project was conducted and what is being requested. Planning and local/regional prioritization should:

a. Describe the planning document and/or the planning process conducted to identify the proposed project;

b. Provide a detailed project description, including the proposed service, vehicle and facility needs, and other pertinent characteristics of the proposed or existing service implementation;

c. Identify existing transportation services in and near the proposed service area, and document in detail whether the proposed project will provide opportunities to coordinate service with existing transit services, including human service agencies, intercity bus services, or other public transit providers;

d. Discuss the level of support by the community and/or tribal government for the proposed project;

e. Describe how the mobility and client-access needs of tribal human services agencies were considered in the planning process;

f. Describe what opportunities for public participation were provided in the planning process and how the proposed transit service or existing service has been coordinated with transportation provided for the clients of human services agencies, with intercity bus transportation in the area, or with any other rural public transit providers;

g. Describe how the proposed service complements rather than duplicates any currently available services;

h. Describe the implementation schedule for the proposed project, including time period, staffing, and procurement; and

i. Describe any other planning or coordination efforts not mentioned above.

(ii.) Project Readiness

Applications will be evaluated on the degree to which the applicant describes readiness to implement the project. The project readiness factor involves assessing whether:

a. The project is a Categorical Exclusion or the required environmental work has been initiated or completed, for construction projects requiring an Environmental Assessment or Environmental Impact Statement under, among others, the National Environmental Policy Act of 1969, as Amended;

b. Project implementation plans are complete, including initial design of facilities projects;

c. Project funds can be obligated and the project can be implemented quickly, if selected; and

d. The applicant demonstrates the ability to carry out the proposed project successfully.

(iii.) Demonstration of Need

Applications will be evaluated based on the degree to which the applicant identifies the need for transit resources. In addition to project-specific criteria, FTA will consider the project’s impact on service delivery and whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA program formula allocations or State and/or local resources. FTA will evaluate how the proposal demonstrates the transit needs of the Indian tribe as well as how the proposed transit improvements or the new service will address identified transit needs.

Proposals should include information such as destinations and services not currently accessible by transit; needs for access to jobs or health care; safety enhancements; special needs of elders or individuals with disabilities; behavioral health care needs of youth; income-based community needs; or other mobility needs. If an applicant received a planning grant in previous fiscal years, the proposal should indicate the status of the planning study and how the proposed project relates to that study.

Applicants applying for capital expansion or replacement projects should also address the following factors in their proposal. If the proposal is for capital funding associated with an expansion or expanded service, the applicant should describe how current or growing demand for the service necessitates the expansion (and therefore, more capital) and/or the degree to which the project is addressing a current capacity constraint. Capital replacement projects should include information about the age, condition, and performance of the asset to be replaced by the proposed project and/or how the replacement may be necessary to maintain the transit system in a state of good repair.

(iv.) Demonstration of Benefits

Applications will be evaluated based on the degree to which the applicant identifies expected or, in the case of existing service, achieved project benefits. FTA is particularly interested in how these investments will improve the quality of life for the tribe and surrounding communities in which it is located. Applicants should describe how the transportation service or capital investment will provide greater access to employment opportunities, educational centers, healthcare, or other needs that impact the quality of life for
Applicants are encouraged to consider which they discuss the following four benefits to the community. Benefits can be demonstrated by identifying the population of tribal members and non-tribal members in the proposed project service area and estimating the number of daily one-way trips the proposed transit service will provide or the actual number of individual riders served. Applicants are encouraged to consider qualitative and quantitative benefits to the Indian tribe and to the surrounding communities that are meaningful to them.

Using the information provided under this criterion, FTA will rate proposals based on the quality and extent to which they discuss the following four factors:

a. The project’s ability to improve transit efficiency or increase ridership;
b. Whether the project will improve or maintain mobility, or eliminate gaps in service for the Indian tribe;
c. Whether the project will improve or maintain access to important destinations and services;
d. Any other qualitative benefits, such as greater access to jobs, education, and health care services.

vi. Financial Commitment and Operating Capacity

Applications must identify the source of local match (a minimum of 10 percent is required for all operating and capital projects), and any other funding sources used by the Indian tribe to support proposed transit services, including human service transportation funding, the Federal Highway Administration’s Tribal Transportation Program funding, or other FTA programs. In requesting that FTA waive the local match based on financial hardship, the applicant must submit budgets and sources of other revenue to demonstrate hardship. FTA will review this information and notify a tribe at the time of award if the waiver is approved. If applicable, the applicant also should describe how prior year Tribal Transit Program funds were spent to date to support the service. Additionally, Indian tribes applying to operate new services should provide a sustainable funding plan that demonstrates how it intends to maintain operations.

In evaluating proposals, FTA will consider any other resources the Indian tribe will contribute to the project, including in-kind contributions, commitments of support from local businesses, donations of land or equipment, and human resources. The proposal should describe to what extent the new project or funding for existing service leverages other funding. Based upon the information provided, the proposals will be rated on the extent to which the proposal demonstrates that:

a. Tribal Transit Program funding does not replace existing funding;
b. The Indian tribe will provide non-financial support to the project;
c. The Indian tribe is able to demonstrate a sustainable funding plan; and

d. Project funds are used in coordination with other services for efficient utilization of funds.

vii. Evaluation Criteria for Planning Proposals

For planning grants, the proposal must describe the need for and a general scope of the proposed study.

Applications will be evaluated based on the degree to which the applicant addresses the following:

a. The tribe’s long-term commitment to transit; and
b. The method used to implement the proposed study and/or further tribal transit.

2. Review and Selection Process

An FTA technical evaluation committee will review proposals under the project evaluation criteria. Members of the technical evaluation committee and other involved FTA staff reserve the right to screen the applications, and seek clarification about any statement in an application. After consideration of the findings of the technical evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project. Geographic diversity, the amount of local share, and the applicant’s receipt and management of other Federal transit funds may be considered in FTA’s award decisions.

After applying the above preferences, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;

(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;

(C) Accounting for the life-cycle costs of the project to promote the state of good repair;

(D) Using innovative approaches to improve safety and expedite project delivery; and

(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems accessible through SAM. An applicant may review and comment on any information about itself that a Federal awarding agency previously entered.

F. Federal Award Administration Information

1. Federal Award Notice

FTA will publish a list of the selected projects, including Federal dollar amounts and award recipients, on FTA’s website. Project recipients should contact their FTA Regional Offices for information about setting up grants in FTA’s Transit Award Management System (TrAMS).

2. Award Administration

Successful proposals will be awarded through FTA’s TrAMS as grant agreements. The appropriate FTA Regional Office and tribal liaison will manage project agreements.

3. Administrative and National Policy Requirements

Except as otherwise provided in this NOFO, Tribal Transit Program grants are subject to the requirements of 49 U.S.C. 5311(c)(1) as described in the latest FTA Circular 9040 for the Formula Grants for Rural Areas Program.

4. Reporting

The post-award reporting requirements include submission of the Federal Financial Report (FFR) and Milestone Progress Report in TrAMS, and FTA’s National Transit Database (NTD) reporting as appropriate (see FTA Circular 9040). Reports to TrAMS and NTD are due annually.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact Amy Fong, Office of Program Management, (202) 366-0876, email: amy.fong@dot.gov. A TDD is available at 1-800-877-8339 (TDD/FIRS).

H. Other Information

This program is not subject to Executive Order 12372, “Interagency Review of Federal Programs.” FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C of this Notice. Due to funding limitations, applicants that are selected for funding may receive less than the amount requested.
Additionally, to assist tribes with understanding requirements under the Tribal Transit Program, FTA has conducted Tribal Transit Technical Assistance Workshops and will continue those efforts in FY 2020. FTA has expanded its technical assistance to tribes receiving funds under this program. Through the Tribal Transit Technical Assistance Assessments Initiative, FTA collaborates with Tribal Transit Leaders to review processes and identify areas in need of improvement, and then assists to offer solutions to address these needs—all in a supportive and mutually beneficial manner that results in technical assistance. FTA has completed over fifty assessments to date and expects to conduct sixteen assessments in FY 2020. These assessments include discussions of compliance areas pursuant to the Master Agreement, a site visit, promising practices reviews, and technical assistance from FTA and its contractors. These workshops and assessments have received excellent feedback from Tribal Transit Leaders and provided FTA with invaluable feedback to learn more about Tribal Transit Leaders’ perspectives and better honor the sovereignty of tribal nations.

FTA will post information about upcoming workshops to its website and will disseminate information about the assessments through its regional offices. Contact information for FTA’s regional offices can be found on FTA’s website at www.transit.dot.gov.

Applicants may also receive technical assistance by contacting their FTA regional Tribal Liaison. A list of Tribal Liaisons is available on FTA’s website at www.transit.dot.gov.

K. Jane Williams, Acting Administrator.

(FR Doc. 2020-11126 Filed 3-22-20; 8:45 am)

BILLING CODE 4910-57-F

DEPARTMENT OF THE TREASURY

Financial Crimes Enforcement Network

Agency Information Collection Activities; Proposed Renewal; Comment Request; Renewal Without Change of the Bank Secrecy Act Reports by Financial Institutions of Suspicious Transactions at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320, and FinCEN Report 111—Suspicious Activity Report

AGENCY: Financial Crimes Enforcement Network (FinCEN), Treasury.

ACTION: Notice and request for comments.

SUMMARY: As part of its continuing effort to reduce paperwork and respondent burden, FinCEN invites comments on the proposed renewal, without change, of currently approved information collections relating to reports of suspicious transactions. Under the Bank Secrecy Act regulations, financial institutions are required to report suspicious transactions using FinCEN Report 111 (the suspicious activity report, or SAR). Although no changes are proposed to the information collections themselves, this request for comments covers a proposed updated burden estimate for the information collections. This request for comments is made pursuant to the Paperwork Reduction Act of 1995.

DATES: Written comments are welcome, and must be received on or before July 27, 2020.

ADDRESSES: Comments may be submitted by any of the following methods:


Please submit comments by one method only. Comments will also be incorporated into FinCEN’s review of existing regulations, as provided by Treasury’s 2011 Plan for Retrospective Analysis of Existing Rules. All comments submitted in response to this notice will become a matter of public record. Therefore, you should submit only information that you wish to make publicly available.

FOR FURTHER INFORMATION CONTACT: The FinCEN Regulatory Support Section at 1–800–767–2825 or electronically at frc@fincen.gov.

SUPPLEMENTARY INFORMATION:

I. Statutory and Regulatory Provisions


The BSA authorizes the Secretary of the Treasury, inter alia, to require financial institutions to keep records and file reports that are determined to have a high degree of usefulness in criminal, tax, and regulatory matters, or in the conduct of intelligence or counter-intelligence activities, to protect against international terrorism, and to implement counter-money laundering programs and compliance procedures. Regulations implementing Title II of the USA PATRIOT Act appear at 31 CFR Chapter X. The authority of the Secretary to administer the BSA has been delegated to the Director of FinCEN.

Under 31 U.S.C. 5318(g), the Secretary of the Treasury is authorized to require financial institutions to report any suspicious transaction relevant to a possible violation of law or regulation. Regulations implementing 31 U.S.C. 5318(g) are found at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, 1029.320, and 1030.320. The information collected under these requirements are made available to appropriate agencies and organizations as disclosed in FinCEN’s Privacy Act System of Records Notice relating to BSA Reports.

II. Paperwork Reduction Act (PRA)

Title: Reports by Financial Institutions of Suspicious Transactions (31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320)


1 Section 358 of the USA PATRIOT Act added language expanding the scope of the BSA to intelligence or counter-intelligence activities to protect against international terrorism.

2 Treasury Order 180–01 (re-affirmed January 14, 2020).

3 FinCEN’s System of Records Notice for the BSA Reports System was most recently published at 79 FR 20609 (April 14, 2014).

4 Public Law 104–13, 44 U.S.C. 3506(c)[2][A].

5 The SAR regulatory reporting requirements are currently covered under the following OMB control numbers: 1506–0001 (31 CFR 1020.320—Reports by banks of suspicious transactions); 1506–0006 (31 CFR 1021.320—Reports by casinos of suspicious transactions); 1506–0015 (31 CFR 1022.320—Reports by money services businesses of suspicious transactions); 1506–0019 (31 CFR 1023.320—Reports by brokers or dealers in securities of suspicious transactions); 1506–0029 (31 CFR 1024.320—Reports by brokers or dealers in securities of suspicious transactions); 1506–0061 (31 CFR 1025.320—Reports by appraisers involved in suspicious transactions); and 1506–0065 (31 CFR 1026.320—Reports by insurance companies of suspicious transactions).
Title: Discussion and Consideration of Resolution No. 2020-26 Authorizing NCRTD Staff to Collaborate with San Ildefonso Pueblo in Applying for FFY2020 Tribal Transit Program (TTP) Competitive Grant to Build Bus Stops

Prepared By: Emma Polhemus, Grants and Projects Specialist

Summary: On May 26, 2020, the Federal Transit Administration (FTA) published a Notice of Funding Opportunity (NOFO) for the Federal Fiscal Year (FFY) 2020 Tribal Transit Program (TTP) Competitive Grant Program. TTP Competitive Grants are awarded to tribal governments to support public transportation projects. Grant recipients are selected based on FTA evaluation of project proposals in the grant application.

San Ildefonso Pueblo and NCRTD Staff and are seeking Board approval to collaborate in applying for funding to build four ADA-compliant bus stops in San Ildefonso Pueblo through the FFY 2020 TTP Competitive Grant Program.

Background: The TTP is federal public transportation funding specifically for tribal entities. For FFY 2020, the TTP consists of a $30 million Formula Grant Program and a $5 million Competitive Grant Program. TTP Formula Grants are allocated based on information reported to the National Transit Database and can be used for public transportation capital, planning, administrative and operating expenses. TTP Competitive Grants are allocated based on FTA assessment of competing grant applications and can only be used for the specific purposes requested in the application. TTP Competitive Grants do not replace or reduce TTP Formula Grants or other federal funding.

San Ildefonso Pueblo and NCRTD aim to construct four ADA-compliant bus stops at the following four bus stops: San Ildefonso Visitors Center, San Ildefonso Governor’s Office, and Tunyo Po & Tunyo Loop Black Mesa Housing, and NM-30 & Battleship View Rd/Avanyu Po. All four stops are on route 230 San Ildefonso, and two stops (San Ildefonso Visitors Center and NM-30 & Battleship View Rd/Avanyu Po) are on route 400 Los Alamos. The four stops will include a paved landing pad, shelter, bench and other amenities that meet ADA and other standards. Developing bus stop infrastructure in San Ildefonso Pueblo will improve accessibility to service, passenger experience and ridership numbers. The project is eligible for a TTP Competitive Grant under the project eligibility criteria.
**Recommended Action:** Staff recommends collaborating with San Ildefonso Pueblo to apply for funding for four ADA-compliant bus stops through the TTP Competitive Grant Program. As San Ildefonso Pueblo is the eligible applicant (and therefore will be the official submitter), it is necessary to collaborate on the submittal of an application. If funding is awarded, San Ildefonso Pueblo and NCRTD will enter into a Memorandum of Agreement (MOA) that outlines the project financing and details.

**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:**
It is anticipated that the cost per stop is $40,000, which includes labor, design, environmental review and administration. The total cost for four stops is estimated to be approximately $160,000.

The TTP Competitive Grant Program requires a 10% local match. NCRTD, on behalf of its member, San Ildefonso Pueblo, is committed to providing the 10% local match if the TTP Competitive Grant is awarded.

**Attachment(s):**
- Resolution No. 2020-26
- Notice of Funding Opportunity (NOFO)
North Central Regional Transit District (NCRTD)  
Resolution No. 2020-26

A RESOLUTION AUTHORIZING NCRTD STAFF TO COLLABORATE WITH SAN ILDEFONSO PUEBLO IN APPLYING FOR FFY2020 TRIBAL TRANSIT PROGRAM (TTP) COMPETITIVE GRANT TO BUILD BUS STOPS

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 is authorized to exercise cooperative powers pursuant to NMSA 1978, Section 73-25-12 "regarding the financing, construction, operation or maintenance of a specified regional transit system"; and

WHEREAS, the NCRTD has as a stated goal that it should participate in partnerships and regional collaboration on transit service needs and investments by establishing stronger working relationships with local municipalities, tribes, and government agencies (Long Range Strategic Plan Objective 4.2); and

WHEREAS, the NCRTD can fulfill this goal by cooperating with San Ildefonso Pueblo in applying for and potentially implementing projects using TTP Competitive Grant funds to purchase and build ADA compliant bus stops within San Ildefonso pueblo; and

WHEREAS, in furtherance of the NCRTD's goals and for the benefit of the NCRTD, San Ildefonso Pueblo, and the travelling public, the NCRTD is committed to providing the necessary ten percent (10%) local match of the estimated $160,000.00 total project cost in the amount of $16,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT, the NCRTD Commits to provide a local match of $16,000.00 for TTP Competitive Grant funding (if awarded) to build ADA compliant bus stops in San Ildefonso Pueblo.
PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST, 2020 by the Board of Directors for the North Central Regional Transit District.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
2. Administrative and National Policy Requirements
   a. Pre-Award Authority
      FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. FTA does not provide pre-award authority for competitive funds until projects are selected and even then, Federal requirements must be met before costs are incurred. Preparation of proposals is not an eligible pre-award expense.
   b. Grant Requirements
      Successful proposals will be awarded through FTA’s Transit Award Management System (TrAMS) as Cooperative Agreements.
   c. Planning
      The FTA encourages applicants to engage the appropriate State Departments of Transportation, Regional Transportation Planning Organizations, or Metropolitan Planning Organizations in areas likely to be served by the project funds made available under this program.
   d. Standard Assurances
      The applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.
   e. Buy America
      FTA requires that all capital procurements meet FTA’s Buy America requirements per 49 U.S.C. 5323(j), which require that all iron, steel, or manufactured products be produced in the United States. Federal public transportation law provides for a phased increase in the domestic content for rolling stock between FY 2016 and FY 2020. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of rolling stock must occur in the United States. FTA issued guidance on the implementation of the phased increase in domestic content on September 1, 2016 (81 FR 60278). Applicants should read the policy guidance carefully to determine the applicable domestic content requirement for their project. Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted. Consistent with Executive Order 13838 Strengthening Buy-American Preferences for Infrastructure Projects, signed by President Trump on January 31, 2019, applicants should maximize the use of goods, products, and materials produced in the United States, in Federal procurements and through the terms and conditions of Federal financial assistance awards. Additional information on Buy America requirements can be found at https://www.transit.dot.gov/buyamerica.
   f. Reporting
      Post-award reporting requirements include submission of Federal Financial Reports and Milestone Reports in FTA’s electronic grants management system on a quarterly basis for all projects.

G. Federal Awarding Agency Contacts
   For further information concerning this notice please contact the FTA Real-Time Transit Infrastructure and Rolling Stock Condition Assessment Demonstration Program Manager Sam Yimer at samuel.yimer@dot.gov or 202–366–1321. A TDD is available for individuals who are deaf or hard of hearing at 1–800–877–8339.
   Issued in Washington, DC.
   K. Jane Williams, Acting Administrator.
   [FR Doc. 2020–11129 Filed 5–22–20; 8:45 am]
   BILLING CODE P

DEPARTMENT OF TRANSPORTATION
Federal Transit Administration
FY 2020 Competitive Funding Opportunity: Public Transportation on Indian Reservations Program; Tribal Transit Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the availability of approximately $5 million in funding, for the Public Transportation on Indian Reservations Program (Tribal Transit Program). This notice is a national solicitation for project proposals and includes the selection criteria and program eligibility information for Fiscal Year (FY) 2020 projects. FTA may fund the program for more or less than the full year appropriation, and may include other funding if available from prior fiscal years toward project proposals received in response to this Notice of Funding Opportunity (NOFO). This announcement is available on the FTA website at: http://www.transit.dot.gov. Additionally, a synopsis of the funding opportunity, FTA–2020–007–TR, will be posted in the FIND module of GRANTS.GOV at http://www.grants.gov. The program is located in the Catalog of Federal Domestic Assistance under 20.509.

DATES: Complete proposals for the Tribal Transit Program announced in this Notice must be submitted by 11:59 p.m. Eastern time on August 24, 2020. All proposals must be submitted electronically through the GRANTS.GOV APPLY function. Any applicant intending to apply should initiate the process of registering on the GRANTS.GOV site immediately to ensure completion of registration before the submission deadline. Instructions for applying can be found on FTA’s website at http://www.transit.dot.gov and in the FIND module of GRANTS.GOV. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT:
   Contact the appropriate FTA Regional Office at http://www.transit.dot.gov for proposal-specific information and issues. For general program information, contact Amy Fong, Office of Program Management, (202) 366–0876, email: amy.fong@dot.gov A TDD is available at 1–800–877–8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION:

Table of Contents
A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration Information
G. Federal Awarding Agency Contacts

A. Program Description
   The Tribal Transit Program is authorized by Federal public transit law at 49 U.S.C. 5311(c)(1)(A). The program authorizes grants “under such terms and
Areas Program. Specific project through FT A’s Formula Grants for Rural
U.S.C. 5311. Tribes may apply for this support planning, capital, and, in
services. Funds distributed to Indian tribes under the Tribal Transit Program
do not replace or reduce funds that Indian tribes receive from States
through FTA’s Formula Grants for Rural Areas Program. Specific project
eligibility under this competitive allocation is described in Section C of
this notice.
B. Federal Award Information
Five million dollars is authorized for the Tribal Transit Program competitive
allocation in FY 2020 to projects selected pursuant to the process
described in the following sections. Federal awards under this competitive
program will be in the form of grants. Additionally, there is a $25,000 cap on
planning grant awards, and FTA has the discretion to cap capital and operating
awards.
C. Eligibility Information
1. Eligible Applicants
Eligible applicants include federally recognized Indian tribes or Alaska
Native villages, groups, or communities as identified by the U.S. Department
of the Interior (DOI) Bureau of Indian Affairs (BIA). As evidence of Federal
recognition, an Indian tribe may submit a copy of the most up-to-date Federal
Register notice published by BIA: Entities Recognized and Eligible to
Receive Service from the United States Bureau of Indian Affairs. To be an
eligible recipient, an Indian tribe must have the requisite legal, financial,
and technical capabilities to receive and administer Federal funds under this
program. Additionally, applicants must be located and provide service in a rural
area with a population of 50,000 or less. A service area can include some
portions of urban areas, as long as the tribal transit service begins in and
serves rural areas. An applicant must be registered in the System for Award
Management (SAM) database and maintain an active SAM registration with
current information at all times during which it has an active Federal
award or an application or plan under consideration by FTA.
2. Cost Sharing or Matching
There is a 90 percent Federal share for projects selected under the Tribal
Transit Program competitive program, unless the Indian tribe can demonstrate
a financial hardship in its application. FTA is interested in the Indian tribe’s
financial commitment to the proposed project; thus, the proposal should
include a description of the Indian tribe’s financial commitment. Tribes
may use any eligible local match under Chapter 53.
3. Eligible Projects
Eligible projects include public transportation planning and capital
expenses. Operating projects are eligible in limited circumstances. In FY 2020,
FTA will only consider operating assistance requests from tribes without
existing transit service, or those tribes who received a Tribal Transit Program
formula allocation of less than $20,000 in FY 2019.
Public transportation includes regular, continuing shared-ride surface
transportation services open to the public or open to a segment of the
public defined by age, disability, or low income. FTA will award grants to
eligible Indian tribes located in rural areas. Applicants must submit one
proposal for each project. Specific types of projects include: Capital projects for
start-ups, replacement, or expansion needs; operating assistance for start-ups;
and planning projects up to $25,000. Indian tribes applying for capital
replacement or expansion needs must demonstrate a sustainable source of
operating funds for existing or expanded services.
D. Application and Submission
Information
1. Address To Request Application Package
A complete proposal submission will consist of at least two files: (1) The SF–
424 Mandatory form (downloaded from GRANTS.GOV); and (2) the Tribal
Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The Tribal Transit
supplemental form provides guidance and a consistent format for applicants to respond to the criteria outlined in this
NOFO.
2. Content and Form of Application Submission
A strong transportation network is critical to the functioning and growth of
the American economy. The nation’s industry depends on the transportation
network to move the goods that it produces, and facilitate the movements
of the workers who are responsible for that production. When the nation’s
highways, railways, and ports function well, that infrastructure connects people
to jobs, increases the efficiency of delivering goods and thereby cuts the
costs of doing business, reduces the burden of commuting, and improves
overall well-being.
Rural transportation networks play a vital role in supporting our national
economic vitality. Addressing the deteriorating conditions and-disproportionately high fatality rates on
our rural transportation infrastructure is of critical interest to the Department, as
rural transportation networks face unique challenges in safety,
infrastructure condition, and passenger and freight usage. Consistent with the
R.O.U.T.E.S. Initiative, the Department encourages applicants to consider how
the project will address the challenges faced by rural areas.
(i) Proposal Submission
The supplemental form and any supporting documents must be attached to the “Attachments” section of the SF–
424. The application must include responses to all sections of the SF-424
Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the
supplemental form will be used to determine applicant and project
eligibility for the program, and to evaluate the proposal against the
selection criteria described in part E of this notice.
FTA will only accept one supplemental form per SF–424
submission. Applicants may attach additional supporting information to the
SF-424 submission, including but not limited to letters of support, project
budgets, fleet status reports, or excerpts from relevant planning documents.
Supporting documentation must be described and referenced by file name
in the appropriate response section of the supplemental form, or it may not be
reviewed.
Information such as applicant name, Federal amount requested, local match
amount, description of areas served, etc., may be requested in varying degrees of
detail on both the SF-424 and
Supplemental Form. Applicants must
fill in all fields unless stated otherwise
on the forms. Applicants should not
place N/A or “refer to attachment” in
lieu of typing in responses in the field
sections. If information is copied into
the supplemental form from another
source, applicants should verify that
past text is fully captured on the
supplemental form and has not been
truncated by the character limits built
into the form. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

Complete instructions on the application process can be found at http://www.transit.dot.gov. Important: FTA urges applicants to submit their project proposals at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. FTA will not accept submissions after the stated submission deadline. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website at http://www.GRANTS.GOV. The deadline will not be extended due to scheduled maintenance or outages.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the SAM is renewed annually; and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions. Applicants must submit one proposal for each project.

Information such as applicant name, Federal amount requested, description of areas served, and other information may be requested in varying degrees of detail on both the SF 424 form and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

(ii) Application Content

The SF–424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Name of federally recognized tribe and, if appropriate, the specific tribal agency submitting the application.

b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number if available.

c. Contact information including: Contact name, title, address, phone number, and email address.

d. Description of public transportation services, including areas currently served by the tribe, if any.

e. Name of person(s) authorized to apply on applicant’s behalf must accompany the proposal (attach a signed transmittal letter).

f. Complete Project Description: Indicate the category for which funding is requested (i.e., project type: capital, operating, or planning), and then indicate the project purpose (i.e., startup, expansion, or replacement).

Describe the proposed project and what it will accomplish (e.g., number and type of vehicles, routes, service area, schedules, type of services, fixed route or demand responsive, safety aspects), route miles (if fixed route), ridership numbers expected (actual if an existing system, estimated if a new system), major origins and destinations, population served, and whether the tribe provides the service directly or contracts for services, and note vehicle maintenance plans.

g. Project Timeline: Include significant milestones such as date of contract for purchase of vehicles, actual or expected delivery date of vehicles; facility project phases (e.g., environmental reviews, design, construction); or dates for completion of planning studies. If applying for operational funding for new services, indicate the period of time that funds would be used to operate the system (e.g., one year). This section should also include any needed timelines for tribal council project approvals, if applicable.

h. Budget: Provide a detailed budget for each proposed purpose, noting the Federal amount requested and any additional funds that will be used. An Indian tribe may use up to fifteen percent of a grant award for capital projects for specific project-related planning and administration, and the indirect cost rate may not exceed ten percent (if necessary, add as an attachment) of the total amount requested/awarded. Indian tribes must also provide their annual operating budget as an attachment or under the Financial Commitment and Operating Capacity section of the supplemental form.

i. Technical, Legal, Financial Capacity: Applicants may be able to demonstrate adequate technical, legal, and financial capacity to be considered for funding. Every proposal MUST describe this capacity to implement the proposed project.

1. Technical Capacity: Provide examples of management of other Federal projects, including previously funded FTA projects and/or similar types of projects for which funding is being requested. Describe the resources available to implement the proposed transit project.

2. Legal Capacity: Provide documentation or other evidence to demonstrate status as a federally recognized Indian tribe. Further, demonstrate evidence of an authorized representative with authority to bind the applicant and execute legal agreements with FTA. If applying for capital or operating funds, identify whether appropriate Federal or State operating authority exists.

3. Financial Capacity: Provide documentation or other evidence demonstrating current adequate financial systems to receive and manage a Federal grant. Fully describe: (1) All financial systems and controls; (2) other sources of funds currently managed; and (3) the long-term financial capacity to maintain the proposed or existing transit services.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant: (1) is an individual; (2) is excepted from the requirements under 2 CFR 25.110(b) or (c); or (3) has an exception approved by FTA under 2 CFR 25.110(d). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.

4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by 11:59 p.m. Eastern time on August 24, 2020. Mail and fax submissions will not be accepted. Proposals submitted after
the deadline will not be considered under any circumstance. Applications are time and date stamped by GRANTS.GOV upon successful submission.

5. Funding Restrictions

Funds must be used only for the specific purposes requested in the application. Funds under this NOFO cannot be used to reimburse projects for otherwise eligible expenses incurred prior to an FTA award under this program. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement. FTA does not provide pre-award authority for competitive funds until projects are selected and even then, there are Federal requirements that must be met before costs are incurred. For more information about FTA's policy on pre-award authority, please see the FY 2019 Apportionment Notice published on July 3, 2019. https://www.govinfo.gov/content/pkg/FR-2019-07-03/pdf/2019-14248.pdf.

E. Application Review Information

1. Selection Criteria

FTA will use the following primary selection criteria when evaluating competing capital and operating assistance projects eligible under this program. Applications will be evaluated based on the quality and extent to which the following evaluation criteria are addressed. Consistent with the Department’s R.O.U.T.E.S. Initiative (https://www.transportation.gov/rural), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in the section above, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

(i.) Planning and Local/Regional Prioritization

Applications will be evaluated based on the degree to which the applicant: (1) Describes how the proposed project was developed; (2) demonstrates that a sound basis for the project exists; and (3) demonstrates that the applicant is ready to implement the project if funded. Information may vary depending upon how the planning process for the project was conducted and what is being requested. Planning and local/regional prioritization should:

a. Describe the planning document and/or the planning process conducted to identify the proposed project;

b. Provide a detailed project description, including the proposed service, vehicle and facility needs, and other pertinent characteristics of the proposed or existing service implementation;

c. Identify existing transportation services in and near the proposed service area, and document in detail whether the proposed project will provide opportunities to coordinate service with existing transit services, including human service agencies, intercity bus services, or other public transit providers;

d. Discuss the level of support by the community and/or tribal government for the proposed project;

e. Describe how the mobility and client-access needs of tribal human services agencies were considered in the planning process;

f. Describe what opportunities for public participation were provided in the planning process and how the proposed transit service or existing service has been coordinated with transportation provided for the clients of human services agencies, with intercity bus transportation in the area, or with any other rural public transit providers;

g. Describe how the proposed service complements rather than duplicates any currently available services;

h. Describe the implementation schedule for the proposed project, including time period, staffing, and procurement; and

i. Describe any other planning or coordination efforts not mentioned above.

(ii.) Project Readiness

Applications will be evaluated on the degree to which the applicant describes readiness to implement the project. The project readiness factor involves assessing whether:

a. The project is a Categorical Exclusion or the required environmental work has been initiated or completed, for construction projects requiring an Environmental Assessment or Environmental Impact Statement under, among others, the National Environmental Policy Act of 1969, as Amended;

b. Project implementation plans are complete, including initial design of facilities projects;

c. Project funds can be obligated and the project can be implemented quickly, if selected; and

d. The applicant demonstrates the ability to carry out the proposed project successfully.

(iii.) Demonstration of Need

Applications will be evaluated based on the degree to which the applicant identifies the need for transit resources. In addition to project-specific criteria, FTA will consider the project’s impact on service delivery and whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA program formula allocations or State and/or local resources. FTA will evaluate how the proposal demonstrates the transit needs of the Indian tribe as well as how the proposed transit improvements or the new service will address identified transit needs.

Proposals should include information such as destinations and services not currently accessible by transit; needs for access to jobs or health care; safety enhancements; special needs of elders or individuals with disabilities; behavioral health care needs of youth; income-based community needs; or other mobility needs. If an applicant received a planning grant in previous fiscal years, the proposal should indicate the status of the planning study and how the proposed project relates to that study.

Applicants applying for capital expansion or replacement projects should also address the following factors in their proposal. If the proposal is for capital funding associated with an expansion or expanded service, the applicant should describe how current or growing demand for the service necessitates the expansion (and therefore, more capital) and/or the degree to which the project is addressing a current capacity constraint. Capital replacement projects should include information about the age, condition, and performance of the asset to be replaced by the proposed project and/or how the replacement may be necessary to maintain the transit system in a state of good repair.

(iv.) Demonstration of Benefits

Applications will be evaluated based on the degree to which the applicant identifies expected or, in the case of existing service, achieved project benefits. FTA is particularly interested in how these investments will improve the quality of life for the tribe and surrounding communities in which it is located. Applicants should describe how the transportation service or capital investment will provide greater access to employment opportunities, educational centers, healthcare, or other needs that impact the quality of life for
Applicants are encouraged to consider qualitative and quantitative benefits to the Indian tribe and to the surrounding communities that are meaningful to them. Using the information provided under this criterion, FTA will rate proposals based on the quality and extent to which they discuss the following four factors:

a. The project’s ability to improve transit efficiency or increase ridership;

b. Whether the project will improve or maintain mobility, or eliminate gaps in service for the Indian tribe;

c. Whether the project will improve or maintain access to important destinations and services;

d. Any other qualitative benefits, such as greater access to jobs, education, and health care services.

(v.) Financial Commitment and Operating Capacity

Applications must identify the source of local match (a minimum of 10 percent is required for all operating and capital projects), and any other funding sources used by the Indian tribe to support proposed transit services, including human service transportation funding, the Federal Highway Administration’s Tribal Transportation Program funding, or other FTA programs. If requesting that FTA waive the local match based on financial hardship, the applicant must submit budgets and sources of other revenue to demonstrate hardship. FTA will review this information and notify a tribe at the time of award if the waiver is approved. If applicable, the applicant also should describe how prior year Tribal Transit Program funds were spent to date to support the service. Additionally, Indian tribes applying to operate new services should provide a sustainable funding plan that demonstrates how it intends to maintain operations.

In evaluating proposals, FTA will consider any other resources the Indian tribe will contribute to the project, including in-kind contributions, commitments of support from local businesses, donations of land or equipment, and human resources. The proposal should describe to what extent the new project or funding for existing service leverages other funding. Based upon the information provided, the proposals will be rated on the extent to which the proposal demonstrates that:

a. Tribal Transit Program funding does not replace existing funding;

b. The Indian tribe will provide non-financial support to the project;

c. The Indian tribe is able to demonstrate a sustainable funding plan; and

d. Project funds are used in coordination with other services for efficient utilization of funds.

(vi.) Evaluation Criteria for Planning Proposals

For planning grants, the proposal must describe the need for and a general scope of the proposed study. Applications will be evaluated based on the degree to which the applicant addresses the following:

a. The tribe’s long-term commitment to transit; and

b. The method used to implement the proposed study and/or further tribal transit.

2. Review and Selection Process

An FTA technical evaluation committee will review proposals under the project evaluation criteria. Members of the technical evaluation committee and other involved FTA staff reserve the right to screen the applications, and seek clarification about any statement in an application. After consideration of the findings of the technical evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project. Geographic diversity, the amount of local share, and the applicant’s receipt and management of other Federal transit funds may be considered in FTA’s award decisions.

After applying the above preferences, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;

(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;

(C) Accounting for the life-cycle costs of the project to promote the state of good repair;

(D) Using innovative approaches to improve safety and expedite project delivery; and

(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awarder Performance and Integrity Information Systems accessible through SAM. An applicant may review and comment on any information about itself that a Federal awarding agency previously entered.

F. Federal Award Administration Information

1. Federal Award Notice

FTA will publish a list of the selected projects, including Federal dollar amounts and award recipients, on FTA’s website. Project recipients should contact their FTA Regional Offices and tribal liaison for information about setting up grants in FTA’s Transit Award Management System (TrAMS).

2. Award Administration

Successful proposals will be awarded through FTA’s TrAMS as grant agreements. The appropriate FTA Regional Office and tribal liaison will manage project agreements.

3. Administrative and National Policy Requirements

Except as otherwise provided in this NOFO, Tribal Transit Program grants are subject to the requirements of 49 U.S.C. 5311(c)(1) as described in the latest FTA Circular 9040 for the Formula Grants for Rural Areas Program.

4. Reporting

The post-award reporting requirements include submission of the Federal Financial Report (FFR) and Milestone Progress Report in TrAMS, and FTA’s National Transit Database (NTD) reporting as appropriate (see FTA Circular 9040). Reports to TrAMS and NTD are due annually.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact Amy Fong, Office of Program Management, (202) 366–0876, email: amy.fong@dot.gov. A TDD is available at 1–800–877–8339 (TDD/FIRS).

H. Other Information

This program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.” FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C of this Notice. Due to funding limitations, applicants that are selected for funding may receive less than the amount requested.
Additionally, to assist tribes with understanding requirements under the Tribal Transit Program, FTA has conducted Tribal Transit Technical Assistance Workshops and will continue those efforts in FY 2020. FTA has expanded its technical assistance to tribes receiving funds under this program. Through the Tribal Transit Technical Assistance Assessments Initiative, FTA collaborates with Tribal Transit Leaders to review processes and identify areas in need of improvement, and then assists to offer solutions to address these needs—all in a supportive and mutually beneficial manner that results in technical assistance. FTA has completed over fifty assessments to date and expects to conduct sixteen assessments in FY 2020. These assessments include discussions of compliance areas pursuant to the Master Agreement, a site visit, promising practices reviews, and technical assistance from FTA and its contractors. These workshops and assessments have received excellent feedback from Tribal Transit Leaders and provided FTA with invaluable opportunities to learn more about Tribal Transit Leaders’ perspectives and better honor the sovereignty of tribal nations.

FTA will post information about upcoming workshops to its website and will disseminate information about the assessments through its regional offices. Contact information for FTA’s regional offices can be found on FTA’s website at www.transit.dot.gov. Applicants may also receive technical assistance by contacting their FTA regional Tribal Liaison. A list of Tribal Liaisons is available on FTA’s website at www.transit.dot.gov.

K. Jane Williams,
Acting Administrator.

[FR Doc. 2020-11126 Filed 5-22-20; 8:45 am]
BILLING CODE 4910-57-P

DEPARTMENT OF THE TREASURY
Financial Crimes Enforcement Network

Agency Information Collection Activities; Proposed Renewal; Comment Request; Renewal Without Change of the Bank Secrecy Act Reports by Financial Institutions of Suspicious Transactions at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320, and FinCEN Report 111—Suspicious Activity Report

AGENCY: Financial Crimes Enforcement Network (FinCEN), Treasury.

ACTION: Notice and request for comments.

SUMMARY: As part of its continuing effort to reduce paperwork and respondent burden, FinCEN invites comments on the proposed renewal, without change, of currently approved information collections relating to reports of suspicious transactions. Under the Bank Secrecy Act regulations, financial institutions are required to report suspicious transactions using FinCEN Report 111 (the suspicious activity report, or SAR). Although no changes are proposed to the information collections themselves, this request for comments covers a proposed updated burden estimate for the information collections. This request for comments is made pursuant to the Paperwork Reduction Act of 1995.

DATES: Written comments are welcome, and must be received on or before July 27, 2020.

ADDRESSES: Comments may be submitted by any of the following methods:


Please submit comments by one method only. Comments will also be incorporated into FinCEN’s review of existing regulations, as provided by Treasury’s 2011 Plan for Retrospective Analysis of Existing Rules. All comments submitted in response to this notice will become a matter of public record. Therefore, you should submit only information that you wish to make publicly available.

FOR FURTHER INFORMATION CONTACT: The FinCEN Regulatory Support Section at 1–800–767–2825 or electronically on frc@fincen.gov.

SUPPLEMENTARY INFORMATION:

I. Statutory and Regulatory Provisions


The BSA authorizes the Secretary of the Treasury, inter alia, to require financial institutions to keep records and file reports that are determined to have a high degree of usefulness in criminal, tax, and regulatory matters, or in the conduct of intelligence or counter-intelligence activities, to protect against international terrorism, and to implement counter-money laundering programs and compliance procedures. The BSA authorizes the Secretary of the Treasury, inter alia, to require financial institutions to keep records and file reports that are determined to have a high degree of usefulness in criminal, tax, and regulatory matters, or in the conduct of intelligence or counter-intelligence activities, to protect against international terrorism, and to implement counter-money laundering programs and compliance procedures.

Regulations implementing Title II of the USA PATRIOT Act appear at 31 CFR Chapter X. The authority of the Secretary to administer the BSA has been delegated to the Director of FinCEN.

Under 31 U.S.C. 5318(g), the Secretary of the Treasury is authorized to require financial institutions to report any suspicious transaction relevant to a possible violation of law or regulation. Regulations implementing 31 U.S.C. 5318(g) are found at 31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, 1029.320, and 1030.320. The information collected under these requirements are made available to appropriate agencies and organizations as disclosed in FinCEN’s Privacy Act System of Records Notice relating to BSA Reports.

II. Paperwork Reduction Act (PRA) 4

Title: Reports by Financial Institutions of Suspicious Transactions 

[31 CFR 1020.320, 1021.320, 1022.320, 1023.320, 1024.320, 1025.320, 1026.320, and 1029.320]


1 Section 358 of the USA PATRIOT Act added language expanding the scope of the BSA to intelligence or counter-intelligence activities to protect against international terrorism.

2 Treasury Order 180–01 (re-affirmed January 14, 2020).

3 FinCEN’s System of Records Notice for the BSA Reports System was most recently published at 79 FR 20609 (April 14, 2014).


5 The SAR regulatory reporting requirements are currently covered under the following OMB control numbers: 1506–0001 (31 CFR 1020.320—Reports by banks of suspicious transactions); 1506–0006 (31 CFR 1021.320—Reports by casinos of suspicious transactions); 1506–0015 (31 CFR 1022.320—Reports by money services businesses of suspicious transactions); 1506–0019 (31 CFR 1023.320—Reports by brokers or dealers in securities of suspicious transactions, 31 CFR 1024.320—Reports
North Central Regional Transit District
Monthly Financial Report
As of June 30, 2020

Summary

The North Central Regional Transit District (NCRTD) is currently reporting twelve months of financial activity as of June 30, 2020. Expenses and Revenues reported for the period through June 30, 2019 represent 100% of the budget.

Total revenue received to date is $13,899,936 and $12,014,116 of expenses have incurred; meaning the District is currently projecting a surplus of $1,885,820 to the fund balance. Numbers are subject to change until the audit is completed in October.

The books for June were kept open longer than normal to address fiscal year end transactions. Revenue in June was $1,712,109 while a typical month has revenue of approximately $1 million. Expenses in June were $1,249,312, while in a typical month expense is also about $1 million.

June Variances

- **Revenues** –
  - Total GRT booked in June was $445,089 from April collections. Despite this low GRT in June, we end the year over budget for GRT by $1,170,120.
  
  - Federal grant revenue totaled $1,128,041 in June, much of this increase was due to CARES act funding increases in reimbursements beginning in March, and NMDOT was very quick to process our cost claims for the past couple of months.
  
  - In June we also picked up additional tribal transit grants as well as some state funding for the Espanola maintenance facility.

- **Expenses** –
  
  - In June operating expenses were lower primarily due to delays in invoicing for GRT contributions.
  
  - There were three payrolls booked in the month of June instead of the usual two. This added about $100,000 to expenses in June.
  
  - The approximate cost of payments to employees under the COVID paid administrative leave policy were $126,000 during the April to June time frame. Additional janitorial supplies due to COVID totaled about $10,000 during the same time frame. Approximately 90% of this was for cleaning and sanitizing the buses.
**GRT Revenue:**
The following table shows GRT for each county for each of the last few months. Although the amount posted this month for April was lower, the numbers received for May that will be reported next month rebounded well.

<table>
<thead>
<tr>
<th></th>
<th>Santa Fe</th>
<th>Los Alamos</th>
<th>Rio Arriba</th>
<th>Taos</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>382,917</td>
<td>150,870</td>
<td>39,468</td>
<td>78,898</td>
<td>652,153</td>
</tr>
<tr>
<td>April</td>
<td>315,567</td>
<td>34,745</td>
<td>36,871</td>
<td>57,907</td>
<td>445,090</td>
</tr>
<tr>
<td>May</td>
<td>356,571</td>
<td>247,763</td>
<td>39,118</td>
<td>67,317</td>
<td>710,768</td>
</tr>
</tbody>
</table>

**Expense Categories:**

All expense categories ended up below budget for the year. All department spending was below budget for the year as well.

Notable expenses which occurred in June are as follows:
- Purchase of the Taos property $300,000
- Design of the Espanola maintenance facility $80,558
- Project management for the Espanola maintenance facility (Northstar) $8,740
- Bus ancillary equipment $39,430
- Bus shelter TAP/ADA improvements $22,562
## North Central Regional Transit District

**Statement of Revenues, Expenses and Change in Net Position - (Cash Basis)**

**As of June 30, 2020**

**For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)**

<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 vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Receipt</td>
<td>7,870,998</td>
<td>7,513,250</td>
<td>8,683,370</td>
<td>$812,372</td>
<td>116%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>2,166,301</td>
<td>9,327,784</td>
<td>3,791,738</td>
<td>1,625,437</td>
<td>41%</td>
</tr>
<tr>
<td>5311c/Member Contributions</td>
<td>187,731</td>
<td>257,813</td>
<td>412,606</td>
<td>224,875</td>
<td>160%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>0</td>
<td>1,049,332</td>
<td>252,000</td>
<td>252,000</td>
<td>24%</td>
</tr>
<tr>
<td>Local Match</td>
<td>487,251</td>
<td>768,264</td>
<td>562,164</td>
<td>74,913</td>
<td>73%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>1,922,875</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>56,382</td>
<td>49,010</td>
<td>47,493</td>
<td>(8,889)</td>
<td>97%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>130,546</td>
<td>165,100</td>
<td>150,565</td>
<td>20,019</td>
<td>91%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$10,899,209</td>
<td>$21,053,428</td>
<td>$13,899,936</td>
<td>$3,000,727</td>
<td>66%</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>2,412,507</td>
<td>3,213,643</td>
<td>2,924,798</td>
<td>512,291</td>
<td>91%</td>
</tr>
<tr>
<td>Overtime</td>
<td>205,840</td>
<td>147,319</td>
<td>219,756</td>
<td>13,437</td>
<td>149%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>1,071,011</td>
<td>1,537,831</td>
<td>1,359,790</td>
<td>288,779</td>
<td>88%</td>
</tr>
<tr>
<td>Contributions to Other Transit Agencies</td>
<td>3,636,335</td>
<td>4,860,755</td>
<td>3,200,755</td>
<td>(1,659,200)</td>
<td>66%</td>
</tr>
<tr>
<td>Office</td>
<td>37,703</td>
<td>63,894</td>
<td>69,294</td>
<td>31,591</td>
<td>108%</td>
</tr>
<tr>
<td>Utilities</td>
<td>55,983</td>
<td>87,946</td>
<td>72,568</td>
<td>16,585</td>
<td>83%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>342,755</td>
<td>683,556</td>
<td>573,593</td>
<td>230,838</td>
<td>84%</td>
</tr>
<tr>
<td>Advertising</td>
<td>92,138</td>
<td>113,230</td>
<td>107,273</td>
<td>15,135</td>
<td>95%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>16,126</td>
<td>33,700</td>
<td>30,285</td>
<td>14,160</td>
<td>90%</td>
</tr>
<tr>
<td>Insurance</td>
<td>91,783</td>
<td>111,811</td>
<td>107,800</td>
<td>16,017</td>
<td>96%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>29,949</td>
<td>58,381</td>
<td>41,373</td>
<td>11,424</td>
<td>71%</td>
</tr>
<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>29,123</td>
<td>83,878</td>
<td>41,597</td>
<td>12,474</td>
<td>50%</td>
</tr>
<tr>
<td>Fuel</td>
<td>369,484</td>
<td>440,000</td>
<td>364,915</td>
<td>(4,569)</td>
<td>83%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>339,158</td>
<td>369,840</td>
<td>330,672</td>
<td>(8,468)</td>
<td>89%</td>
</tr>
<tr>
<td>Other</td>
<td>2,044</td>
<td>18,785</td>
<td>14,475</td>
<td>12,431</td>
<td>77%</td>
</tr>
<tr>
<td>Capital</td>
<td>264,108</td>
<td>9,228,859</td>
<td>2,555,172</td>
<td>2,291,064</td>
<td>28%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$8,996,047</td>
<td>$21,053,428</td>
<td>$12,014,116</td>
<td>$3,018,069</td>
<td>57%</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>$1,903,162</td>
<td>-</td>
<td>$1,885,820</td>
<td>$(17,342)</td>
<td></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Gross Receipts Revenue - By Month (Cash Basis)
As of June 30, 2020
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)

<table>
<thead>
<tr>
<th>Month</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>$ 686,989</td>
<td>$ 689,871</td>
<td>$ 2,882</td>
<td>0.42%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$ 668,846</td>
<td>$ 811,055</td>
<td>$ 142,209</td>
<td>21.26%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$ 665,803</td>
<td>$ 759,825</td>
<td>$ 94,022</td>
<td>14.12%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$ 584,652</td>
<td>$ 682,155</td>
<td>$ 97,504</td>
<td>16.68%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$ 693,701</td>
<td>$ 1,005,031</td>
<td>$ 311,330</td>
<td>44.88%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$ 629,734</td>
<td>$ 846,965</td>
<td>$ 217,231</td>
<td>34.50%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$ 572,649</td>
<td>$ 617,869</td>
<td>$ 45,220</td>
<td>7.90%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$ 674,829</td>
<td>$ 824,181</td>
<td>$ 149,352</td>
<td>22.13%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$ 601,059</td>
<td>$ 745,262</td>
<td>$ 144,203</td>
<td>23.99%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$ 533,048</td>
<td>$ 603,884</td>
<td>$ 70,836</td>
<td>13.29%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$ 602,343</td>
<td>$ 652,183</td>
<td>$ 49,840</td>
<td>8.27%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$ 799,598</td>
<td>$ 445,089</td>
<td>$ 154,509</td>
<td>-25.77%</td>
</tr>
</tbody>
</table>

$ 7,513,250 $ 8,683,370 $ 1,170,120 15.57%

Prior Year FY2019 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>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 19</td>
<td>$ 798,916</td>
<td>$ 689,871</td>
<td>(109,045)</td>
<td>-13.65%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$ 759,415</td>
<td>$ 811,055</td>
<td>$ 51,640</td>
<td>6.80%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$ 764,560</td>
<td>$ 759,825</td>
<td>(4,735)</td>
<td>-0.62%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$ 638,121</td>
<td>$ 682,155</td>
<td>$ 44,034</td>
<td>6.90%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$ 808,555</td>
<td>$ 1,005,031</td>
<td>$ 196,476</td>
<td>24.30%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$ 721,268</td>
<td>$ 846,965</td>
<td>$ 125,697</td>
<td>17.43%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$ 643,374</td>
<td>$ 617,869</td>
<td>(25,505)</td>
<td>-3.96%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$ 760,890</td>
<td>$ 824,181</td>
<td>$ 63,291</td>
<td>8.32%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$ 692,405</td>
<td>$ 745,262</td>
<td>$ 52,857</td>
<td>7.63%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$ 603,382</td>
<td>$ 603,884</td>
<td>$ 502</td>
<td>0.08%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$ 680,112</td>
<td>$ 652,183</td>
<td>(27,929)</td>
<td>-4.11%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$ 886,981</td>
<td>$ 445,089</td>
<td>(441,892)</td>
<td>-35.21%</td>
</tr>
</tbody>
</table>

$ 8,557,979 $ 8,683,370 $ 125,391 1.47%
# North Central Regional Transit District
## Gross Receipts Revenue - By County (Cash Basis)
### As of June 30, 2020
#### 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>$171,272</td>
<td>$148,689</td>
<td>$(97,549)</td>
<td>$(22,583)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>172,593</td>
<td>120,048</td>
<td>205,830</td>
<td>33,237</td>
<td>85,782</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>205,402</td>
<td>142,868</td>
<td>96,676</td>
<td>(108,726)</td>
<td>(46,192)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>50,942</td>
<td>35,433</td>
<td>70,792</td>
<td>19,850</td>
<td>35,359</td>
</tr>
<tr>
<td>NOV 19</td>
<td>263,096</td>
<td>182,998</td>
<td>382,742</td>
<td>119,646</td>
<td>199,745</td>
</tr>
<tr>
<td>DEC 19</td>
<td>188,925</td>
<td>131,408</td>
<td>252,212</td>
<td>63,287</td>
<td>120,804</td>
</tr>
<tr>
<td>JAN 20</td>
<td>121,919</td>
<td>84,801</td>
<td>60,020</td>
<td>(61,899)</td>
<td>(24,781)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>160,730</td>
<td>111,796</td>
<td>177,492</td>
<td>16,762</td>
<td>65,696</td>
</tr>
<tr>
<td>MAR 20</td>
<td>198,326</td>
<td>137,946</td>
<td>202,040</td>
<td>3,714</td>
<td>64,094</td>
</tr>
<tr>
<td>APR 20</td>
<td>133,221</td>
<td>92,662</td>
<td>129,299</td>
<td>(3,922)</td>
<td>36,637</td>
</tr>
<tr>
<td>MAY 20</td>
<td>143,514</td>
<td>99,822</td>
<td>150,870</td>
<td>7,356</td>
<td>51,048</td>
</tr>
<tr>
<td>JUN 20</td>
<td>178,197</td>
<td>123,946</td>
<td>34,744</td>
<td>(143,453)</td>
<td>(89,202)</td>
</tr>
</tbody>
</table>

**Total**

|        | $2,063,103  | $1,435,000  | $1,911,407  | $(151,696)                               | $476,407                      |
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of June 30, 2020
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>$ 43,122</td>
<td>$ 39,453</td>
<td>$ 817</td>
<td>$ (3,669)</td>
</tr>
<tr>
<td>AUG 19</td>
<td>43,486</td>
<td>48,535</td>
<td>42,952</td>
<td>(534)</td>
<td>(5,583)</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>40,743</td>
<td>45,474</td>
<td>41,727</td>
<td>984</td>
<td>(3,747)</td>
</tr>
<tr>
<td>OCT 19</td>
<td>42,920</td>
<td>47,903</td>
<td>45,023</td>
<td>2,103</td>
<td>(2,881)</td>
</tr>
<tr>
<td>NOV 19</td>
<td>43,399</td>
<td>48,438</td>
<td>44,164</td>
<td>765</td>
<td>(4,274)</td>
</tr>
<tr>
<td>DEC 19</td>
<td>40,263</td>
<td>44,938</td>
<td>39,825</td>
<td>(438)</td>
<td>(5,113)</td>
</tr>
<tr>
<td>JAN 20</td>
<td>39,306</td>
<td>43,870</td>
<td>40,992</td>
<td>1,686</td>
<td>(2,878)</td>
</tr>
<tr>
<td>FEB 20</td>
<td>46,741</td>
<td>52,168</td>
<td>42,309</td>
<td>(4,432)</td>
<td>(9,859)</td>
</tr>
<tr>
<td>MAR 20</td>
<td>37,155</td>
<td>41,469</td>
<td>38,464</td>
<td>1,309</td>
<td>(3,005)</td>
</tr>
<tr>
<td>APR 20</td>
<td>35,508</td>
<td>39,631</td>
<td>34,600</td>
<td>(908)</td>
<td>(5,031)</td>
</tr>
<tr>
<td>MAY 20</td>
<td>38,982</td>
<td>43,508</td>
<td>39,498</td>
<td>516</td>
<td>(4,010)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>39,596</td>
<td>44,194</td>
<td>36,871</td>
<td>(2,725)</td>
<td>(7,323)</td>
</tr>
</tbody>
</table>

$ 486,735 $ 543,250 $ 485,878 $ (857) $ (57,372)
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of June 30, 2020
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>$404,939</td>
<td>$432,960</td>
<td>$(12,966)</td>
<td>$28,021</td>
</tr>
<tr>
<td>AUG 19</td>
<td>462,694</td>
<td>420,166</td>
<td>479,150</td>
<td>16,456</td>
<td>58,984</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>439,788</td>
<td>399,365</td>
<td>489,039</td>
<td>49,251</td>
<td>89,674</td>
</tr>
<tr>
<td>OCT 19</td>
<td>461,103</td>
<td>418,721</td>
<td>477,063</td>
<td>15,960</td>
<td>58,342</td>
</tr>
<tr>
<td>NOV 19</td>
<td>427,474</td>
<td>388,183</td>
<td>489,728</td>
<td>62,254</td>
<td>101,545</td>
</tr>
<tr>
<td>DEC 19</td>
<td>415,311</td>
<td>377,138</td>
<td>468,051</td>
<td>52,740</td>
<td>90,913</td>
</tr>
<tr>
<td>JAN 20</td>
<td>409,987</td>
<td>372,303</td>
<td>435,961</td>
<td>25,974</td>
<td>63,658</td>
</tr>
<tr>
<td>FEB 20</td>
<td>455,801</td>
<td>413,906</td>
<td>499,479</td>
<td>43,678</td>
<td>85,573</td>
</tr>
<tr>
<td>MAR 20</td>
<td>378,050</td>
<td>343,302</td>
<td>413,107</td>
<td>35,057</td>
<td>69,805</td>
</tr>
<tr>
<td>APR 20</td>
<td>363,575</td>
<td>330,157</td>
<td>358,005</td>
<td>(5,570)</td>
<td>27,848</td>
</tr>
<tr>
<td>MAY 20</td>
<td>413,831</td>
<td>375,794</td>
<td>382,917</td>
<td>(30,914)</td>
<td>7,123</td>
</tr>
<tr>
<td>JUN 20</td>
<td>405,826</td>
<td>368,525</td>
<td>315,567</td>
<td>(90,259)</td>
<td>(52,958)</td>
</tr>
<tr>
<td></td>
<td>$5,079,366</td>
<td>$4,612,500</td>
<td>$5,241,028</td>
<td>$161,662</td>
<td>$628,528</td>
</tr>
</tbody>
</table>
## North Central Regional Transit District

**Gross Receipts Revenue - By County (Cash Basis)**

As of June 30, 2020

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>$67,656</td>
<td>$68,768</td>
<td>$652</td>
<td>$1,112</td>
</tr>
<tr>
<td>AUG 19</td>
<td>80,642</td>
<td>80,097</td>
<td>83,123</td>
<td>2,481</td>
<td>3,025</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>78,627</td>
<td>78,096</td>
<td>132,382</td>
<td>53,755</td>
<td>54,287</td>
</tr>
<tr>
<td>OCT 19</td>
<td>83,156</td>
<td>82,594</td>
<td>89,278</td>
<td>6,122</td>
<td>6,683</td>
</tr>
<tr>
<td>NOV 19</td>
<td>74,586</td>
<td>74,096</td>
<td>88,397</td>
<td>13,811</td>
<td>14,315</td>
</tr>
<tr>
<td>DEC 19</td>
<td>76,769</td>
<td>76,250</td>
<td>86,877</td>
<td>10,108</td>
<td>10,627</td>
</tr>
<tr>
<td>JAN 20</td>
<td>72,162</td>
<td>71,674</td>
<td>80,896</td>
<td>8,734</td>
<td>9,222</td>
</tr>
<tr>
<td>FEB 20</td>
<td>97,618</td>
<td>96,958</td>
<td>104,901</td>
<td>7,283</td>
<td>7,943</td>
</tr>
<tr>
<td>MAR 20</td>
<td>78,874</td>
<td>78,341</td>
<td>91,651</td>
<td>12,777</td>
<td>13,310</td>
</tr>
<tr>
<td>APR 20</td>
<td>71,078</td>
<td>70,598</td>
<td>81,980</td>
<td>10,902</td>
<td>11,382</td>
</tr>
<tr>
<td>MAY 20</td>
<td>83,785</td>
<td>83,219</td>
<td>78,898</td>
<td>(4,887)</td>
<td>(4,321)</td>
</tr>
<tr>
<td>JUN 20</td>
<td>63,362</td>
<td>62,934</td>
<td>57,907</td>
<td>(5,455)</td>
<td>(5,027)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$928,775</strong></td>
<td><strong>$922,500</strong></td>
<td><strong>$1,045,057</strong></td>
<td><strong>$116,282</strong></td>
<td><strong>$122,557</strong></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Grant Revenue- By Month (Cash Basis)
As of June 30, 2020
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</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$591,906</td>
<td>$591,906</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$897,772</td>
<td>$897,772</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$149,736</td>
<td>$149,736</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$191,109</td>
<td>$191,109</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$141,256</td>
<td>$141,256</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$965,489</td>
<td>$965,489</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$897,772</td>
<td>$897,772</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$1,584,726</td>
<td>$1,584,726</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$321,198</td>
<td>$321,198</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$416,928</td>
<td>$416,928</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$1,128,041</td>
<td>$1,128,041</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>$8,725,021</td>
<td>$3,791,738</td>
<td>$4,933,283</td>
<td>43.46%</td>
</tr>
</tbody>
</table>

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</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$158,743</td>
<td>$158,743</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$240,773</td>
<td>$240,773</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$81,794</td>
<td>$149,736</td>
<td>$67,942</td>
<td>191.87%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$214,820</td>
<td>$214,820</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$215,894</td>
<td>$215,894</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$258,934</td>
<td>$258,934</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$249,390</td>
<td>$249,390</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$1,584,726</td>
<td>$1,584,726</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$321,198</td>
<td>$321,198</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$416,928</td>
<td>$416,928</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$1,128,041</td>
<td>$1,128,041</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>$2,339,960</td>
<td>$3,791,738</td>
<td>$1,451,778</td>
<td>162.04%</td>
</tr>
</tbody>
</table>
## 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>$90,163</td>
<td>$89,661</td>
<td>(502)</td>
<td>(36,468)</td>
<td>71.09%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$114,798</td>
<td>$109,502</td>
<td>(5,296)</td>
<td>(51,089)</td>
<td>68.19%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$64,613</td>
<td>$86,818</td>
<td>22,205</td>
<td>(3,570)</td>
<td>96.05%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$170,180</td>
<td>$171,115</td>
<td>935</td>
<td>(66,950)</td>
<td>71.88%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$149,740</td>
<td>$142,275</td>
<td>(7,465)</td>
<td>(67,196)</td>
<td>67.92%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$113,075</td>
<td>$183,083</td>
<td>70,008</td>
<td>24,902</td>
<td>115.74%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$132,906</td>
<td>$206,666</td>
<td>73,760</td>
<td>20,744</td>
<td>111.16%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$108,579</td>
<td>$118,733</td>
<td>10,154</td>
<td>(33,158)</td>
<td>78.17%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$144,927</td>
<td>$126,407</td>
<td>(18,520)</td>
<td>(76,331)</td>
<td>62.35%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$94,871</td>
<td>$130,741</td>
<td>35,870</td>
<td>(1,974)</td>
<td>98.51%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$125,044</td>
<td>$117,329</td>
<td>(7,715)</td>
<td>(57,595)</td>
<td>67.07%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$140,412</td>
<td>$160,040</td>
<td>19,628</td>
<td>(36,382)</td>
<td>81.48%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,449,309</strong></td>
<td><strong>$2,027,436</strong></td>
<td><strong>$1,642,370</strong></td>
<td><strong>$193,060</strong></td>
<td><strong>(385,066)</strong></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>$207,366</td>
<td>$327,500</td>
<td>120,134</td>
<td>76,732</td>
<td>130.60%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>$375,202</td>
<td>$382,969</td>
<td>7,767</td>
<td>(70,762)</td>
<td>84.40%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>$638,172</td>
<td>$660,322</td>
<td>22,150</td>
<td>(111,418)</td>
<td>85.56%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>$871,852</td>
<td>$899,367</td>
<td>27,515</td>
<td>(154,961)</td>
<td>85.30%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>$516,392</td>
<td>$563,339</td>
<td>46,947</td>
<td>(61,133)</td>
<td>90.21%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>$642,419</td>
<td>$653,287</td>
<td>10,869</td>
<td>(123,588)</td>
<td>84.09%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>$615,952</td>
<td>$1,081,275</td>
<td>465,323</td>
<td>336,405</td>
<td>145.16%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>$1,081,547</td>
<td>$633,236</td>
<td>(448,311)</td>
<td>(674,677)</td>
<td>48.42%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>$1,222,433</td>
<td>$657,475</td>
<td>(564,958)</td>
<td>(820,811)</td>
<td>44.48%</td>
</tr>
<tr>
<td>APR 20</td>
<td>$553,920</td>
<td>$517,527</td>
<td>(36,393)</td>
<td>(152,327)</td>
<td>77.26%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>$706,699</td>
<td>$806,381</td>
<td>99,682</td>
<td>(48,229)</td>
<td>94.36%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>$656,114</td>
<td>$637,979</td>
<td>(18,135)</td>
<td>(155,458)</td>
<td>80.41%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,088,068</strong></td>
<td><strong>7,820,658</strong></td>
<td><strong>(267,410)</strong></td>
<td><strong>(1,960,226)</strong></td>
<td><strong>79.96%</strong></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>-</td>
<td>(44,782)</td>
<td>(377,569)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 19</td>
<td>3,349</td>
<td>7,229</td>
<td>3,880</td>
<td>(593,908)</td>
<td>1.20%</td>
</tr>
<tr>
<td>SEPT 19</td>
<td>-</td>
<td>618,964</td>
<td>618,964</td>
<td>(292,809)</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 19</td>
<td>83,521</td>
<td>212,993</td>
<td>129,472</td>
<td>(82,537)</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 19</td>
<td>-</td>
<td>115,170</td>
<td>115,170</td>
<td>(698,322)</td>
<td>14.16%</td>
</tr>
<tr>
<td>DEC 19</td>
<td>19,797</td>
<td>817,559</td>
<td>(19,797)</td>
<td>(817,559)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JAN 20</td>
<td>24,363</td>
<td>583,572</td>
<td>559,209</td>
<td>(396,974)</td>
<td>59.52%</td>
</tr>
<tr>
<td>FEB 20</td>
<td>-</td>
<td>77,375</td>
<td>77,375</td>
<td>(867,029)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 20</td>
<td>74,461</td>
<td>146,249</td>
<td>71,788</td>
<td>(516,621)</td>
<td>22.06%</td>
</tr>
<tr>
<td>APR 20</td>
<td>10,798</td>
<td>65,645</td>
<td>54,847</td>
<td>(628,864)</td>
<td>9.43%</td>
</tr>
<tr>
<td>MAY 20</td>
<td>10,402</td>
<td>272,599</td>
<td>262,197</td>
<td>(642,138)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 20</td>
<td>604,955</td>
<td>451,293</td>
<td>(153,662)</td>
<td>(779,693)</td>
<td>36.66%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$876,428</strong></td>
<td><strong>$2,551,089</strong></td>
<td><strong>$1,674,660</strong></td>
<td><strong>(6,694,021)</strong></td>
<td><strong>27.59%</strong></td>
</tr>
</tbody>
</table>

North Central Regional Transit District  
NCRTD Expenses- By Segment (Cash Basis)  
As of June 30, 2020  
For Fiscal Year 2020 (July 1, 2019 to June 30, 2020)
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TRIBAL SUBCOMMITTEE

Thursday, February 27, 2020
9:00 A.M. - 11:00 A.M.

Nambé Pueblo Governor’s Office
15A Bay Poe
Santa Fe, NM  87506

Board Members Present: Marcus Lopez, Pueblo of Nambé; Christy Ladd, Pueblo of Ohkay Owingeh; Jeff Montoya, Pueblo of Pojoaque; Lillian Garcia, Pueblo de San Ildefonso; Mary Lou Valerio, Pueblo of Santa Clara

Also Present: Suzette Shije, Santa Clara Director of Transportation

NCRTD Staff Present: Anthony Mortillaro, Executive Director; Delilah Garcia, Operations Director

Absent: Edward Escudero, Pueblo of Tesuque

Transcribed By: Stephen Dahlquist, Executive Assistant

CALL TO ORDER: Chair Christy Ladd, 9:10 a.m.

ROLL CALL: Anthony Mortillaro

ITEMS FOR DISCUSSION/RECOMMENDATION

A. Welcome and Introductions: Skipped

B. Approval of Agenda

Chair Ladd asks if she can add FTA Bus and Bus Facilities Grant Program under Item N, Miscellaneous; no objections. Asks for motion to approve when there are no other recommendations, deletions, additions.

Motion: Nambé; Second: Pojoaque; All in favor, motion passes.

C. Election of Chair and Vice Chair

Chair Ladd announces the current Chair is Charlie Dorame and that she had been acting as Vice Chair. She and Mr. Mortillaro agree to first vote for Chair and then Vice Chair. It is established that there is no need for a quorum for the Tribal Subcommittee.

Motion: Ms. Garcia, Pueblo de San Ildefonso nominates Christy Ladd to be Tribal Subcommittee Chair
Second: Mr. Lopez, Pueblo of Nambé
All in favor, Christy Ladd, Pueblo of Ohkay Owingeh is nominated Tribal Subcommittee Chair

Chair Ladd asks for nominations for Vice Chair.

Motion: Christy Ladd, Pueblo of Ohkay Owingeh nominates Marcus Lopez to be Tribal Subcommittee Vice Chair
Second: Ms. Valerio, Pueblo of Santa Clara
All in favor, Marcus Lopez, Pueblo of Nambé is nominated Tribal Subcommittee Vice Chair

Moves on to next agenda item.

D. Approval of November 7, 2019 Meeting Minutes (Handout)

Minutes are approved once it is verified that the ending date of the two-year pilot project of the Tribal Transportation Assistance Program out of the University of Virginia was changed from December 2020 to December 2019.

Motion: Mr. Montoya; Second: Ms. Valerio; All in favor, minutes are approved

Although appreciation is expressed for the thoroughness of Mr. Dahlquist’s minutes, it is agreed that they can be condensed.

E. Status of FHWA Tribal Technical Assistant Program

Chair Ladd summarizes the current status of the Federal Highway Administration’s TTAP program. Notes that several Tribal Subcommittee members attended consultation held in November (total of 13 held across the country). Will be combining the results of all 13 consultations with results to be delivered in the next six months. Meanwhile, relying heavily on LTAP, which is still conducting online training courses, including a recent heavy equipment training rollout. Will be another year before TTAP is available for technical assistance; even after the program delivery, they still have to publish the RFP. TTPCC has asked to review the submissions but TTAP is not allowing this, so it will be up to the Office of Program Delivery through Federal Highway as to which bids will be chosen.

The biggest issue nationally was the lack of one-on-one consultation, also the need for more technical assistance for tribes (more hands-on and less computer sessions). Expects to be hearing back from TTPCC in the next six weeks and promises to share any information gathered.

F. NPRTPO Projects, PFF’s and PPF’s

Chair Ladd summarizes process. Project Feasibility Form needs to be completed, then issued to NMDOT District 5. Contact’s name is Javier Martinez, will be happy to provide information; Mr. Martinez, unlike District Engineer Paul Brasher, is very responsive. Once PFFs are signed, you need to fill out a Project Prospectus Form (PPF), once that is signed, your project will be slated to get on STIP. Unfortunately, if you have already submitted your PFFs and PPFs in January/February, you will have to submit them again (to Javier at District 5, with a copy going to
Dennis Tim Salazar, Chair of the NPRTPO) because NMDOT changed their forms, and if your submissions are not on the new form, they will be rejected.

Mr. Lopez states that in a meeting with Javier Martinez and Stephanie Medina, they mentioned that the Local Government Transportation Fund didn’t get funded and that the Secretary of NMDOT might decide separately to fund some of the projects on the table; Chair Ladd confirms that this is true. Explains that even if projects are submitted successfully now, they could potentially not get on the STIP until as far as 2023; encourages members to get their projects submitted as soon as they can so they have a better chance of getting on for 2021. Discussion of current projects ensues.

Chair Ladd announces next NPRTPO meeting will be next Wednesday (March 4) in Los Alamos County, encouraging the other subcommittee members to attend. Moves on to next item.

G. USDOT DOT – Tribal Transportation Self-Governance Program

If a tribe has three years of perfect audits, they can apply for the Self-Governance program. Every contract the tribe has then goes through the Office of Self-Governance and gets distributed to the tribe, giving them 100% oversite of that money, eliminating the need to abide by all of the different Federal contracts and agreements, and the tribe can allocate those funds as appropriate. There isn’t more money available, but it decreases reporting and streamlines the process. Mentions that Santa Clara and Taos are both Self-Governance tribes. Ms. Garcia asks if a pueblo wanted to go the self-governance route, would the money they already have be rolled over into the new fund, or do they have to spend it first? Chair Ladd answers you have to spend your current funding first and then any new funding would come through the Office of Self Governance. Further discussion of funding mechanisms ensues. Proceeds to next agenda item.

H. FHWA Tribal Transportation Safety Program

Awards just made in 2020. Federal Highway has a toolkit online through the Tribal Transportation Program that is data-driven: history of all accidents, injuries, non-injuries, driver attentiveness, fatalities, pedestrian fatalities, DWI information. This data is used to develop into key areas, prepping these areas through public education, which would be the beginning of the bigger safety press; intersection or roadway improvements if there is a high fatality or accident rate in a particular place; if there is a problem with DWIs, you can apply for additional safety funding for DWI services, additional law enforcement, etc. They look at your plan and then your Tribal Transportation Improvement Plan (TTIP) to make sure that the road projects in your safety plan are getting corrected to your TTIP, and it all gets reflected on your long range transportation plan.

The fact that there are so many law enforcement entities (BIA, Tribal Police, State Police, County), makes the reporting process burdensome. Some tribes are beginning to utilize the Department of Justice’s reporting system that is national in coverage and automates the process to some extent.

A lengthy discussion of the difficulties of operating among so many different law enforcement agencies, their lack of crossover, the issues of drug use and inebriation and how the various entities deal with it ensues. Ms. D. Garcia and Mr. Mortillaro discuss the District’s unique position operating within all of these different jurisdictions and the measures they take to deal with substance abuse issues while also trying to ensure passengers safety is discussed. Mr. Mortillaro
broaches the subject of the NCRTD bringing security in-house and the problems the District has faced working with various security firms.

Chair Ladd asks if there are any further questions/concerns regarding the Tribal Transportation Safety Program, when there are none, she turns the discussion over to Mr. Mortillaro for the next item.

I. FFY 20 FTA 5311c Tribal Funding

Mr. Mortillaro hands out a document, the top sheet of which shows historical funding from Tribal 5311(c) funding, followed by FFY 2020 allocations that just came out in the Federal Register, indicating allocations went up compared to 2019. This includes money for Jicarilla Apache Nation, putting them in the tribal formula side of the funding program, which will now occur on an annual basis. To explain why FFY 2020 funding went up, directs group to look at second sheet which shows Tier 1, 2 and 3 money and then the total allocation. States that in 2019, none of the District’s members received any Tier 3 money. No one received any Tier 2 money because in order to receive this funding, you have to have at least 200,000 annual revenue miles within the Pueblo. Chair Ladd points out that Ohkay Owingeh got Tier 3 money, Mr. Mortillaro corrects his statement saying no one got any Tier 2 money; only Ohkay Owingeh got Tier 3 money in 2019; Tier 3 money is what increased allocations for FFY 2020.

District will be sending out MOAs for any of the members that received Tribal Transit; is still waiting for some of the 2019 MOAs to be signed. Also mentions that the District is working on an MOA for a bus purchase for Santa Clara.

Moves on to next item, turns discussion over to Ms. D. Garcia.

J. Pilot Project Funding and expansion of Dial a Ride in North Santa Fe County and Taos County

NMDOT issued a call for pilot project funding for transportation; New Mexico Transit Association (NMTA) worked with the Cabinet Secretary, Michael Sandoval to get transportation funding that would be supplemental to what the FTA gives to the State for 5311, 5310, 5339, to create a State-funded transportation program. The result of this was that $1million was allocated for transportation pilot programs. NCRTD submitted two requests for funding for pilots, both of which were to expand current paratransit and demand services. The first one for northern Santa Fe County. We are presently providing 15 miles of demand and paratransit service in the Española area within Rio Arriba County centered on the Española Transit Center, but this excludes Santa Fe County, which leaves a large service area uncovered in northern Santa Fe County. This pilot funding will give us the opportunity to serve the Arroyo Seco community, the Sombrillo community, parts of Chimayo, La Puebla and Santa Cruz. The request for service to these communities has existed for some time and if granted, we’re looking at adding a potential of 7,000 individuals we can provide service too.

Mr. Mortillaro interjects that the reason the service exists the way it is now is that when the District took over Los Valles from Rio Arriba County, we continued to utilize their coverage area; with the exception of the Pojoaque demand service supporting the Pueblo’s school children.
Ms. D. Garcia resumes explaining that the funding under discussion is for one vehicle and one driver bringing the District’s demand and paratransit service up to five vehicles/drivers in the Española area, plus the dial-a-ride in Pojoaque.

The second project submitted was to expand similar service within the Town of Taos and into Taos County. Currently, we’re providing the minimum required ADA paratransit of three quarters of a mile from the fixed route, which was opened up to demand service last year on a permanent basis. With this expansion, it will be two miles from our fixed route, so now it will include El Prado, Blueberry Hill, Llano Quemado, Kit Carson Road and other areas just west of Taos. This will also be for one additional vehicle and one additional driver to provide the service.

Ms. Shije inquires as to what kind of follow up will occur from the Service Plan Update in regards to efficiency of service and further feedback; both Mr. Mortillaro and Ms. Garcia respond and assure her that Board Members are apprised of what changes are being proposed and are allowed input at that time.

Chair Ladd mentions that she would like to arrange a time to meet with Ms. Garcia to discuss better coordination of service for Pojoaque district school children.

K. New Mexico State Legislative Session Update

Mr. Mortillaro discusses results of the 2020 Legislative session and how it will impact transit. NMTA worked with legislators along with NMDOT to continue to find resources to fund public transit.

NMTA decided not to pursue specific legislation to create a public transit fund; decided instead to work with Secretary Sandoval of NMDOT to ensure that he would set aside an allocation for funding for public transit the way he did in FY 2020, although FY2021 will be an allocation of $600,000 and not the $1M he was able to put up in 2020.

NMTA considered reintroducing the Yield to Buses legislation, but it was deemed to be non-germane to the overall agenda, so will try to get that legislation reintroduced for the 2021 session.

NCRTD did pretty well in Capital Outlay, although not as good as last year’s $1M for the Española Maintenance Facility. This year we won $410,000 for the radio project and $100,000 for the Taos Maintenance Facility. Also submitted a letter to the Governor asking for $1.3M for the same facility out of the State’s Capital Outlay allocation, but didn’t receive anything.

Acknowledges that other District members also received allocations, there is some discussion of upcoming projects.

Chair Ladd announces Tribal Construction Fund through the Indian Affairs Department portal is open, closes March 9, and has gone up from $8M in 2018, to $14M in 2019 to $19.8M this year. Don’t wait till last minute, have to register for a new account because Indian Affairs overhauled their portal; if you submit on old account, your application will not be saved. Everything else is the same.
L. Status of NCRTD Board positions (Tribal)

Taos and Picuris Pueblo and Jicarilla Apache Nation are the only three tribes in the District who are not members. Mr. Mortillaro comments that he will continue to reach out to them to become members. They have to go through the same petition process as all other members. Letters sent to solicit membership spells out the process. Spoke with previous Governor of Taos Pueblo in the fall and then followed up with an email to the Secretary of the Tribal Council but then their government changed, so we have to start the process again.

M. NCRTD Tribal Member Updates, Travel Training Requests

Chair Ladd mentions the National Transportation in Indian Country Conference (NTICC) is August 31 – September 3 in Santa Ana Pueblo at the Hyatt Regency Tamaya Resort And Spa. Mr. Mortillaro mentions that the NMTA Road-eo, Conference and Expo is being held at the Santa Ana April 19th through the 21st at the Santa Ana Star Casino and Hotel.

Ms. L. Garcia mentions that Tribal Council has brought up the issue of moving a couple of stops (in front of the Governor’s Office and at the Tribal Courts). The conversation is steered towards the District’s Service Plan Update. More robust service for school children going to Los Alamos was raised again.

Mr. Montoya mentions a stop that may have to be moved due to construction of a bridge in La Cienega.

N. Miscellaneous, Future Meeting Schedule and Topics

Mr. Mortillaro discusses bus and bus facilities program. Two funding opportunities, Low or No Emissions (Low/No), which has been out for about a month, and 5339(b) for bus and bus facilities, which has about $500M available. (Low/No has about $143M.) The District is applying for both programs and will be asking the Board to consider resolutions authorizing Staff to submit for both grant programs. The applications would be for 5 electric vehicles; 3 buses and 2 vans. Charging equipment would be part of the ask.

Mr. Mortillaro also discusses the customer survey the District will be conducting commencing the upcoming weekend. Gives a brief description of the process. Mentions how the timing of the survey dovetails nicely with the service plan update.

It is decided that the next meeting will be held on Thursday, May 21st at 9:00 a.m. Ms. L. Garcia offers to host at the Pueblo de San Ildefonso’s Governor’s Office.

Chair Ladd exhorts the members of the Tribal Subcommittee to adhere to the agreed upon quarterly meeting schedule as it affords them the opportunity to stay on top of the issues and coordinate efforts to work together more efficiently.

Asks for a motion to adjourn.

Motion: Nambé; Second: San Ildefonso; All in favor, meeting adjourns.
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
SUSTAINABILITY COMMITTEE MEETING MINUTES

April 16, 2020
1:00 PM - 3:00 PM
Conducted from Jim West Regional Transit Center
Held via Microsoft Teams

Board Members Present: Colin Messer, Land of Enchantment Clean Cities; Antonio Maggiore, Los Alamos County; Christof Brownell, Village of Taos Ski Valley

Staff Present: Anthony Mortillaro, Executive Director; Delilah Garcia, Operations Director; Stephen Dahlquist, Executive Assistant

Transcribed by: Stephen Dahlquist, Executive Assistant

Quorum achieved.

CALL TO ORDER:

Ms. Garcia asks, having achieved quorum, if the members would like to amend the agenda to include the appointment of officers.

Councilor Maggiore makes a motion, Mayor Brownell seconds, all agree. Mr. Messer requests that Ms. Garcia list the officers before the vote. Councilor Maggiore assumes they are voting for a Chair and Vice Chair, Ms. Garcia confirms. Mr. Messer asks if there are any nominations or volunteers. Councilor Maggiore volunteers to Chair the Subcommittee. Mr. Messer volunteers to be Vice Chair, Councilor Maggiore seconds the motion for both appointments.

1. Approval of Agenda

With the Subcommittee’s officers elected, Chair Maggiore makes a motion to approve the Agenda. Vice Chair Messer seconds, all approve, motion passes.

Chair Maggiore asks if all three sets of minutes can be approved as one, Ms. Garcia points out that these minutes are listed as separate Agenda items and have been on the various Subcommittee Meeting Agendas for a year now and requests they be approved separately. Chair Maggiore concurs.
2. **Approval of Minutes** – February 19, 2019  
_Vice Chair Messer_ makes a motion to approve; _Chair Maggiore_ seconds; all in favor, February 19, 2029 minutes are approved.

3. **Approval of Minutes** – May 30, 2019  
_Mayor Brownell_ makes a motion to approve; _Vice Chair Messer_ seconds; all in favor, May 30, 2020 minutes are approved.

4. **Approval of Minutes** – February 19, 2020  
_Mayor Brownell_ makes a motion to approve; _Vice Chair Messer_ seconds; all in favor, May 30, 2020 minutes are approved.

_Ms. Garcia_ states that these sets of minutes can now be presented to the Board so they can see what progress the Sustainability Committee has made over the past year.

_Chair Maggiore_ moves on to discussion items.

**DISCUSSION ITEMS**

**A. Espanola Maintenance Facility Update** – Delilah D. Garcia

_Ms. Garcia_ takes the floor. Explains the project is in the schematic design phase and refers to pdf files _Mr. Mortillaro_ has shared via email and on his screen (screen sharing). Current main focus is to reduce costs as the project has surpassed original estimates in costs; hope modifications will reduce total expense.

Focus will be on unleaded and E85 fuel (originally had been unleaded and diesel). Make-up of fleet does not warrant full diesel fueling station.

Question of how unleaded/E85 decision was arrived at (Chair Maggiore); felt issue of most sustainable, efficient fuel source had not yet been settled.

_Ms. Garcia_ agrees. Facility is being “future-proofed” to accommodate different fuels as decisions are made and equipment (buses) are updated. Current fleet consists mostly of unleaded with several E85 (flex-fuel) buses. If, for example, LPG is decided upon by Committee recommendation and Board approval, the facility can adopt. For now, we have to consider supporting current equipment. _Mr. Mortillaro_ points out the schematics designate an area for future propane storage. The infrastructure will be in place only the tanks and dispenser would need to be connected.

_Vice Chair Messer_ inquires as to why diesel is not being supported, _Ms. Garcia_ explains there are only six diesel vehicles that all operate out of Taos, and these are being phased out of service. A discussion ensues about the District’s current fleet and fuel types utilized; majority are flex-fuel vehicles; there are no immediate plans to order LPG buses, but procurement (5311 capital equipment funds) is currently being focused on building the Maintenance Facility, not replacing buses.

In response to _Vice Chair Messer_’s query as to whether an analyses was done comparing the cost of E85 to propane for onsite infrastructure on the maintenance property and also cost of operation, _Ms. Garcia_ responds that an analyses has not yet been performed; the decision was based on fuel consumption from the past. Plans to meet with _Mr. Messer_ to go over fuel analyses utilizing his
formula were disrupted by the need to address the COVID-19 pandemic. Looks forward to having that meeting to get an idea of what fuel consumption really looks like, then as a committee, will be able to make a recommendation to the Board. Chair Maggiore points out that so far what has been reported on has been based on stops per mile and not overall carbon neutrality, or the greenest option. Looks forward to the actual fuel analyses, feels it will be very important moving forward.

Prompted by a question by Mayor Brownell as to whether the District would consider installing a solar array to support the charging of electric buses if that program is successful and the fleet is expanded, a discussion of future solar power integration takes place, including whether solar panels were in the budget for a power purchase agreement or a third party agreement as was done in Santa Fe. Chair Maggiore asks if the three electric bus charging stations represented in the schematic are capable of charging six buses simultaneously? (Yes.) Expresses hope that both the park and ride and employee parking lots are considered potential sites for future solar arrays; also wants to make sure that even if it’s not in the project budget, the roof of the facility is capable of supporting solar panels in the future, and constructed to allow for ease of connectivity thereto. To this point, Vice Chair Messer wants to know if accommodating roof-top solar panels has been considered in the structural design of the facility? Mr. Mortillaro points out that the process is in the design/development phase with the next meeting scheduled for May 20. Promises to make note of these comments to forward to the engineer, stresses the current focus is to scale back costs in order to keep the project on budget.

Regarding electric bus chargers being place-holders and not in the current project budget (Vice Chair Messer) Mr. Mortillaro responds affirmatively, since we’re not sure if we’re going to get the Federal grant money for this equipment yet. What is planned is the conduit that will allow for their placement in the future. (The grant includes both on and off-site charges as well as the vehicles themselves.)

In response to Chair Maggiore’s question as to whether the facility is being designed to catch all water from the parking lots (for re-use) as well as recycling waste-water from the bus washing station, Mr. Mortillaro responds that the architects are aware they need to build to LEED standards, such as rain-water capture and usage for irrigation, but are not that far along in the design, so those details are not included in what is being presented today.

Conversation moves to bus wash facility by way of recycling wash-water, as it is one of the big cost issues. An important part of the overall design but with the need to cut back on some expenses it’s been decided that rather than going with a fully automated facility from the start, a manual wash system will be considered until additional funding can be found. In answer to Vice Chair Messer’s query about whether or not that water would be recycled, Mr. Mortillaro responds that it would go into a sand grease trap first and that there would be discussions with the designers as to whether or not it could then be recycled.

The discussion moves on to the maintenance bays. Hope to have five of them, two pull-through and one stand-alone, pull in, back out. Discusses office space, locker rooms, rest rooms, et al. Vice Chair Messer asks what level of maintenance work is anticipated? Ms. Garcia answers that currently the District does about 10% of its own light maintenance, with the new facility, we would have the ability to do about 90%, including brakes, alignments, possible transmission work, and we would do our own warranty work, with the hopes of becoming a local warranty center. We probably won’t do our own engine rebuilds, but this would depend on the workforce we are able to recruit as well as the amount of space we have to work in. Further discussion of maintenance capability, square footage of the facility and equipment procurement ensues.
Discussion moves on to the exterior elevations of the building, which. Mr. Mortillaro points out was designed to allow for plenty of natural light by way of skylights, translucent panels and translucent bay doors. Building itself will be of masonry construction for longevity of use.

Bays will utilize overhead radiant heat, and rather than air conditioning, there will be a swamp cooler; offices will have standard heating and air conditioning.

Chair Maggiore praises the overall design and thought put into the new facility, suggests Committee moves on to the Taos Maintenance Facility.

B. Future Taos Maintenance Facility Update – Delilah D. Garcia

There is only has a survey map of the Taos property to share. Negotiated for 6-acres, although initially only looking at 5; 6 acres will accommodate plenty of future growth capacity, and also, if it’s feasible, the District’s workforce housing, which would fit in well with the developer’s vision for the rest of the property (21 acres) to be developed for residential use. Closing on the property in May, then go to the Board for final approval for acquisition. Property was being offered at $65,000/acre, negotiated a price of $60,000, appraisal came in at $50,000/acre, which the sellers honored. In the process of having the Phase 1 completed, the survey is finishing up and then we go to closing. Once all of that is done, we’ll have our consultants start the NEPA (National Environmental Policy Act), a process required for Federal funding.

In response to Vice Chair Messer, Mr. Mortillaro states all water, sewer, power and communications lines are in place, the only thing the District will have to extend is gas, which will require about 850 feet from the existing line at an estimated cost of $34,000.

As there are no further items to discuss concerning Taos, Chair Maggiore moves on to the final topic.

C. COVID-19 Update

Ms. Garcia explains this is an opportunity to summarize what the District has done in response to the ever-changing challenge of the COVID-19 pandemic. Are holding weekly internal meetings, have suspended seven routes altogether, eight routes are now demand service only where passengers have to call to schedule pickup and drop-off, five routes are running timed schedules, but passengers have to call to reserve a seat.

Responding to a question from Chair Maggiore regarding social distancing measures on the buses themselves, Ms. Garcia assures him that the District has already restricted ridership to 3 passengers on a 14-passenger cutaway and 4 passengers on a 36 passenger bus. Measurements were taken and the seats marked as to whether or not they can be occupied in an effort to keep people safely apart. Chair Maggiore is very pleased to hear that the District is, as usual, ahead of the curve.

He also suggests that the Public Information Office (Jim Nagle and Cara Fazio) do a press campaign to announce these changes and keep the public informed. Ms. Garcia responds that from the outset the PIO has engaged in a social media campaign to inform the public of new policies and to familiarize riders with the signage being used (by posting them on social media sites) and changes in policy. This is reinforced with similar signage at the various stops and shelters promoting social distancing while waiting for the bus, and also press releases preceding any change in service the week before those changes are instituted.
Chair Maggiore is very generous in his praise of the District for being so thoroughly on top of the ever-changing COVID-19 situation. Vice Chair Messer seconds that sentiment.

There is a general discussion of how various entities are responding to the virus. Ms. Garcia shares details of some of the District’s measures to disinfect buses and facilities, as well as how her staff has responded to the changing circumstances.

ADJOURN

Ms. Garcia asks if there is a motion to adjourn. Mayor Brownell makes the motion, Vice Chair Messer seconds, all members are in favor, meeting adjourns at 3:14 p.m.

NEXT SUBCOMMITTEE MEETING: July 16, 2020 at 1:00 PM
EXECUTIVE REPORT
June/July 2020

EXECUTIVE

- Daily and Weekly meetings and implementation of contingency plans with Staff regarding COVID-19 response.
- Continued with Service Plan update review of Technical Memorandums.
- Continued to participate in calls with NMDOT regarding CARES Act funding for transit.
- Continued with land acquisition regarding Taos Operations and Maintenance facility.
- Continued revisions of Project Management Plan for Espanola Maintenance Facility based upon FTA comments.
- Continued discussions regarding NMFA financing for various capital investment projects.
- Continued participation in Phase VI A, TAP ADA design meeting.
- Participated in weekly Triennial review preparation meetings.
- Conducted grievance hearing.
- Conducted status review meeting for Pilot Projects.
- Participated in NMDOT Technology Summit.
- Conducted Board Orientation for Santa Fe City alternate.
- Participated in presentation to Luna Community College Board of Trustees regarding Mora County transit request.
- Ongoing discussions with Mora County and LANL service requests.
- Interview of candidates for Human Resources Specialist and Marketing Coordinator position.
- Participated in interviews of candidates for Transit Security Officer and Operations Coordinator.
- Participated in monthly FTA/PMOC Progress meeting for Espanola facility.
- Participated in review of On-Call Engineering proposal.
- Participated in the review and discussion of construction bidding for Espanola facility.
- Performed Planning, Projects and Grants functions and divisional oversight.
- Participated in 60% Design review meeting on Espanola Maintenance Facility.
- Participated in FTA monthly project oversight meeting for Espanola Maintenance Facility.
- Participated in NEO GOV training on performance evaluation module.
- 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.
- Participated in NMTA Board meeting.
- Participated in SWTA legislative meetings.
- 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**

- Monitor State and Local Emergency Regulations
- Schedule and Attend Weekly meeting for Triennial Review
- Work on PTASP legal Issues and Forms
- Continue process of revising and standardizing form contracts
- Review and assist in preparation of Board Packet materials
- Assist in various personnel matters
- Prepare Legal Updates for Staff Meetings
- Review various contracts and amendments
- Research and Advise regarding evolving legal requirements in response to public health emergency
- Assist with Debt Financing of District Capital Projects
- Assist with Preliminary Litigation Matters in Henderson Case
- Assist with Worker’s Compensation Claim Discovery
- Finalize Vet Rides Transaction
- Work on Questa Lease Agreement
- Work on Rio Arriba Stop Improvements Agreement
- Develop Revised Access to Legal Services Policy
- Record Management Review and Update
- Electric Bus Purchase Research and Contract Form
- Attend Training on Supreme Court 2020 decisions
- Provide basic legal training to new Admin Staff
- Revisions to Solicitation Documents

**MARKETING/PUBLIC INFORMATION**

- Worked with the Finance Department on design, building and printing of the FY2021 Budget Book
- Both PIO and Marketing and Communications Specialist returned to office fulltime on July 6
- Made a new hire in the position of Marketing and promotions Coordinator. Nicole Barker starts work on Monday, August 10
- Received programmed ConnectPoint display terminals offering realtime information providing departure information for a number of upcoming buses. The displays also allow us to post live alerts as well and promotional information. The solar powered terminals were placed in front of the RTD headquarters, at the Española Transit Center, South Capitol Station, Taos County Admin and Our lady of Guadalupe church lot. Additional displays will be installed in October at Ski Santa Fe, Fort Marcy Park, Taos Ski Valley and KTAO park & ride
- Put together and ordered materials for a care packet to be handed out to riders that will include an RTD branded bag, hand sanitizer, an RTD bandana and a card with information on safe practices while riding at this time
- Created a variety of safety signage to be posted around the office as well as on the transit vehicles
- Participated in 4 APTA webinars regarding marketing in the time of COVID
• Created a sign to be placed at SF Railyard directing Taos Express riders to the bus stop as they come off the Rail Runner trains
• Updated a series of COVID status ads in relation to RTD for both print, digital and radio
• Installed a series of signage in kiosks at South Capitol Rail Runner Station
• Worked with the transit planning person to design a series of grant covers.
• Put together and issued the June and August Blue Bus Times
• Participated in four COVID Working Group meetings for Greater Santa Fe Recreation Partnership
• Participated in a number of weekly meetings to evaluate service continuation/reduction due to COVID
• Met with Rio Grande Sun, Taos News print and digital, Hutton Broadcasting, LMNOC, KTAO, KSWV, Santa Fe Today, to talk about FY2021 advertising program
• Conducted radio interviews with KSFR (Richard Eeds), KTAO (Patty Mack) and KZRA to talk about operation in the time of the pandemic
• Attended (virtually) two Rio Arriba Health Council meetings
• Worked with the team to go over recommendations in the KFH Technical Memo 4 as part of the service plan update and then met with Ken Hosen to go over them
• Participated in the RTAP (Rural Transit Assistance Program) Rural Transportation Day
• Wrote and issued a number of rider alerts and press releases pertaining to route modifications and suspensions related to the COVID-19 measures
• Worked with national transit associations and New York area transit agencies on the third “Sound the Horn” campaign for which a time was designated for transit operators across the nation to sound their horn for two one-second blasts in support of transit operators nationwide who are on the front lines to provide essential services
• Assisted Finance department on accounts payable
• Provided a series of updates to ncrtd.org
• Issued various rider alerts throughout the month – both print and digital
• Provided near daily posts and tweets on our Facebook and Twitter pages, as well as Instagram, leading to additional followers and connections to local businesses.
• Attended weekly staff meetings
• KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in June and July excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in June and July as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM drivetime
• KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in June and July
• Two banner ads ran in the Taos News and New Mexican and one in Los Alamos Monitor. Two 1/8-page ads ran in the Rio Grande Sun.
• 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
• Ad ran in the Chama Valley Times

OPERATIONS

• Various personnel items
• Coordinate and schedule virtual safety training for staff
• Participate in Luna Community College meeting regarding Mora county service
• Safety Plan Implementation
- Participate in Tribal Subcommittee meeting
- Participate in Sustainability Subcommittee meeting
- Work with Clean Cities Energy on fuel calculator analysis
- Work on Land Mobile RFP documents
- Work on TAP IV.A RFP documents
- Edit Software Asset Management RFP documents
- Mora county service debriefing
- Work on revised bus schedule for Mora County service request
- Participate in TAP project meetings
- Participate in Espanola Maintenance Facility Meetings
- Place equipment orders for Solar Lighting, Bus Shelter side panels and spare video surveillance hard drives
- Work with Santa Fe Trails on Taos Express bus stop relocation
- Work with NMDOT on vehicle transfers and dispositions
- Participate in Transit Security, Operator, Supervisor and Coordinator interviews
- Participate in weekly manager’s meeting
- Review design plans for TAP and Espanola Maintenance Facility
- Continue to monitor Covid operation impacts and ridership
- Continue working on Uniform issues
- Participate in NCATT Technical summit
- Continue working with QEDF on proposed Questa Visitor Center Park & Ride
- Work on Avail 4G upgrades issues
- Research EV procurements from other transit systems
- Work with Advance Communications on Repeater troubleshooting
- Work with NMDOT District 5 on Chama Senior Center and NM 76 ROW items
- Field observations
- Reviews of various passenger incidents
- Implement multiple passenger suspensions
- Conducted and participate in Supervisor/Dispatch training
- Work with Steady Networks/Strategen on testing environment for Adept
- Review On call engineering RFP submittals
- Research Security officer training and uniforms
- Neogov training
- Connectpoint training
- Review Supervisors schedules
- Place order for face coverings from the Department of Health and Human Services
- Work with local vendor on Hand Sanitizer order for safety kits
- Coordinate daily pre-trip (DVCR) report review
- Schedule/coordinate preventive maintenance on buses and commuter vehicles internal and outsourced
- Schedule/coordinate repairs on buses and commuter vehicles based on submitted VDRs; Espanola, Santa Fe, Taos, and Chama
- Attend weekly staff meetings
- Attend weekly Managers meetings
- Schedule and hold weekly Fleet and Facilities meetings
- 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 and repair bus stops
- Review, process, and submit invoices for payment
- 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 NCRTD staff
- Add data to NM-DOT software “BlackCat”
- Coordinate Avail system repairs
- Coordinate Camera system repairs
- Generate Fleet data reports as requested
- Coordinate Windshield replacements on buses
- Met with HR on employee issues
- Complete employee evaluations
- Interview for applicants open position
- Work on destruction of paper records as appropriate
- Coordinate scrap metal disposal
- Coordinate recycle materials disposal
- Review design plans for Maintenance facility in Española
- Procure supplies due to COVID-19
- Adjust staff schedules to sanitize buses while bus off route due to COVID-19
- Coordinate COVID-19 facilities cleaning
- Secure supplies, COVID-19 fleet vehicle cleaning
- Terminate separated employees from WEX
- Inspect field work by staff
- Contact and ask various people to remove themselves and vehicles from rear bus parking area at Jim West Facility
- Coordinate ConnectPoint Data terminal installation
- Coordinate picking up of new vehicle
- Generate coaching forms as needed
- Research asset management software available with active statewide price agreements
- Review & Update Supervisors & Dispatch schedules weekly during COVID-19 period
- Participate in Weekly Supervisors Meetings held on Wednesdays at noon
- Open office at 5:30 every three to four weeks
- Rotate in weekend schedule every three to four weeks
- Scheduled to cover weekly duties in the Española office 10:30-7:30 every 4 weeks, overseeing Supervisors, Dispatchers and Operators
- Scheduled to cover weekly duties in the Taos office, 8:00-5:00 every 2-3 weeks, overseeing Operators schedules & other assigned duties
- Participate in Operator Disciplinary hearings
- Review, edit & submit signed Staff timesheets
- Suggest other assigned duties for operators during their downtime
- Monitor operators assigned duties & inspect quality of work completed
- Review customer complaints and video if available with Supervisors to determine action to take with operator
- Review videos from events on bus to use as a lesson for the drivers
- Assist in rescheduling operators when call offs occur
- Communicate proper forms and their completion for operators submitting
- Monitor drivers on Avail confirming on time/late on route
- Use Adept program to confirm manifest passengers and confirm reservation pickup times
- Assist with Fleet in coordinating moving of buses from one location to another
- Review security camera for suspicious activity
- Communicate personnel concerns expressed to me by supervisors and operators
- Meet one on one with supervisors to discuss issues they wish to address
• Assist HR in interviewing prospective candidates for Operations positions
• Notify HR regarding concerns & questions asked by supervisors or operators
• Assist in providing HR, documentation required by new employees
• Assure commuter vehicles & spare buses on standby are pre-tripped weeks I open
• Suggest COVID-19 procedures and tests that may be needed or required
• Monitor personnel following COVID-19 safety rules (masks, social distance, room capacity)
• Review, edit, and correct Employee Evaluations
• Report to accident scenes; document with photos, file required accident reports, pull video, attempt to determine cause, use video as training opportunity for driver involved
• Notify Dispatch regarding customer reservations either being made or cancelled
• Review leave requests
• Meet with Transit Director weekly to review current events & issues
• Assist in coordinating commuters for Supervisors
• Assist in coordination of commuters for Operators
• Assist Director determining ridership and service level issues during COVID-19 issues
• Confirm Fleet is getting proper paperwork for bus issues that drivers are writing up
• Assist in making sure all drivers are trained on all routes
• Assist Supervisors in coordinating CDL testing
• Assure that Random drug tests are completed as scheduled
• Communicate any recording equipment issues to Fleet for service

• Assist is responding to drivers requesting bus changes on route or at the bus compound

**SERVICE DEVELOPMENT**

• Completed new hire orientation
• Participated in Espanola Maintenance Facility design review meetings
• Participated in Triennial Review meetings
• Submitted progress report to NMDOT for Service Plan Update
• Submitted quarterly reports for federal BUILD grant
• Prepared Agenda Reports for Tribal Transit Program competitive funding opportunity
• Completed Remix training
• Prepared materials for Mora County service request
• Participated in Sustainability Committee meeting
• Collected staff feedback on Service Plan Update
• Received briefing on NM laws
• Attended infrastructure capital improvement plan (ICIP) training sessions
• Met colleagues
• Attended weekly staff meetings
• Attended Pilot Project update meeting
• Familiarized myself with grant reporting requirements
• Researched electric bus technical specifications
• Began preparing annual grant applications
• Began drafting a standard operating procedure for route modifications
• Began revising performance measurement report for BUILD grant
HUMAN RESOURCES

- 5 resignations
- 1 termination
- 1 new hires
- Turnover has been decreasing each year:
  - FY 2018 – 50.26%
  - FY 2019 – 37.13%
  - FY 2020 – 34.02%
- Continuous interviews both virtually and in-person for the following positions:
  - Transit Operations Coordinator
  - Transit Security Officer I & II
  - Senior Accountant
  - HR Specialist (position filled, start date 8.10.2020)
  - Marketing & Promotions Coordinator (position filled, start date 8.10.2020)
  - Facilities Maintenance Worker
- Ongoing employee relations/issues – several write ups/coaching
- NEOGOV implementation
  - Training/data entry – Go live on 7/25/20
  - Benefits module complete
  - HRIS module complete
  - Time & Attendance module complete
  - Completion of Performance Evaluation module to be completed by August 1st
Performance Measures for FY2020 June
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District’s costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Relations:

1. **Administrative:**
   a. Ridership, All Funded Routes
   b. Ridership, NCRTD Operated Routes
   c. Ridership By Service Type
   d. Operating Cost Per Passenger Trip
   e. Operating Cost Per Passenger Mile

2. **Fleet:**
   a. Transit Vehicle Accidents
   b. Spare Vehicle Ratio
   c. Percentage of Preventative Maintenance
   d. Miles Per Gallon

3. **Customer Relations:**
   a. Incidents, Complaints & Commendations
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.

![Graph showing ridership tracking]

<table>
<thead>
<tr>
<th>FY 17-18</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>% of Change from Previous Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>AUG</td>
<td>SEPT</td>
<td>OCT</td>
</tr>
<tr>
<td>41,785</td>
<td>47,195</td>
<td>41,493</td>
<td>46,289</td>
</tr>
<tr>
<td>34,957</td>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
</tr>
<tr>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
</tr>
<tr>
<td>47,006</td>
<td>44,202</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUG</td>
<td>SEPT</td>
<td>OCT</td>
<td>NOV</td>
</tr>
<tr>
<td>38,389</td>
<td>40,168</td>
<td>44,347</td>
<td>35,640</td>
</tr>
<tr>
<td>39,214</td>
<td>39,905</td>
<td>42,525</td>
<td>36,009</td>
</tr>
<tr>
<td>36,009</td>
<td>39,583</td>
<td>41,877</td>
<td>45,231</td>
</tr>
<tr>
<td>34,280</td>
<td>36,783</td>
<td>39,432</td>
<td></td>
</tr>
<tr>
<td>SEPT</td>
<td>OCT</td>
<td>NOV</td>
<td>DEC</td>
</tr>
<tr>
<td>41,493</td>
<td>46,289</td>
<td>34,957</td>
<td>35,640</td>
</tr>
<tr>
<td>34,957</td>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
</tr>
<tr>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
</tr>
<tr>
<td>OCT</td>
<td>NOV</td>
<td>DEC</td>
<td>JAN</td>
</tr>
<tr>
<td>46,289</td>
<td>34,957</td>
<td>35,640</td>
<td>40,253</td>
</tr>
<tr>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
</tr>
<tr>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
</tr>
<tr>
<td>NOV</td>
<td>DEC</td>
<td>JAN</td>
<td>FEB</td>
</tr>
<tr>
<td>34,957</td>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
</tr>
<tr>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
</tr>
<tr>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
</tr>
<tr>
<td>DEC</td>
<td>JAN</td>
<td>FEB</td>
<td>MAR</td>
</tr>
<tr>
<td>35,640</td>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
</tr>
<tr>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
</tr>
<tr>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
</tr>
<tr>
<td>JAN</td>
<td>FEB</td>
<td>MAR</td>
<td>APR</td>
</tr>
<tr>
<td>40,253</td>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
</tr>
<tr>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
</tr>
<tr>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
<td>44,202</td>
</tr>
<tr>
<td>FEB</td>
<td>MAR</td>
<td>APR</td>
<td>MAY</td>
</tr>
<tr>
<td>40,449</td>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
</tr>
<tr>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
<td>44,202</td>
</tr>
<tr>
<td>42,365</td>
<td>47,006</td>
<td>44,202</td>
<td></td>
</tr>
<tr>
<td>MAR</td>
<td>APR</td>
<td>MAY</td>
<td>JUN</td>
</tr>
<tr>
<td>44,066</td>
<td>42,365</td>
<td>47,006</td>
<td></td>
</tr>
<tr>
<td>42,365</td>
<td>47,006</td>
<td>44,202</td>
<td></td>
</tr>
<tr>
<td>47,006</td>
<td>44,202</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FY17/18 = 505,700 - FY18/19 = 528,688 - FY19/20 = 382,983
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 = 225,083
### 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.

![Graph showing ridership tracking by service type]
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.
### Spare Vehicle Ratio

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles for Small and Large Urban Transit Providers. NCRTD’s fleet totals 56 and is exempt from this guideline as a Rural Transit Provider, but it is a good benchmark to keep in place. With an annual maximum service of 35 transit vehicles and a spare fleet of 12, the spare ratio is 21.43%. This number of vehicles is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns. Contingency vehicles are vehicles that are used to ensure timely pullouts and in the event of a mechanical failure or incident that requires another vehicle to complete the route.

---

<table>
<thead>
<tr>
<th>Month</th>
<th>Total Number of Transit Vehicles</th>
<th>Peak Service Vehicles Daily</th>
<th>Contingency Vehicles</th>
<th>Spare Vehicles</th>
<th>FTA Recommended Spare Ratio</th>
<th>Spare Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>AUG</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>SEPT</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>OCT</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>NOV</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>DEC</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>JAN</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>FEB</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>MAR</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>APR</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>MAY</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
<tr>
<td>JUN</td>
<td>56</td>
<td>35</td>
<td>8</td>
<td>13</td>
<td>20.00%</td>
<td>23.21%</td>
</tr>
</tbody>
</table>
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.

### 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.

<table>
<thead>
<tr>
<th>Month</th>
<th>NCRTD Completed</th>
<th>FTA Recommendation</th>
<th>State Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>100</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>AUG</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>SEPT</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>OCT</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>NOV</td>
<td>95</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>DEC</td>
<td>96</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>JAN</td>
<td>89</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>FEB</td>
<td>91</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>MAR</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>APR</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>MAY</td>
<td>100</td>
<td>87</td>
<td>80</td>
</tr>
<tr>
<td>JUN</td>
<td>98</td>
<td>87</td>
<td>80</td>
</tr>
</tbody>
</table>
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. **Chama** - Dispatch received a phone call stating the Chama bus was late; someone had seen the driver pulled over on the side of the road sleeping. The driver was not logged on and could not be tracked; therefore, dispatch was not able to send a text to find out the location of the driver. The dispatcher who took the call was in the Taos office and did not have radio communication with the driver. She then called the Espanola dispatcher notifying him of the situation.

2. **Santa Fe/Taos** – The driver noticed a male passenger was coughing and spitting up while the bus was in route. The driver asked a female passenger who was sitting close to the male passenger if he was alright. She then stated it seemed like the male passenger was having a seizure. The driver pulled over, the male passenger asked to get off the bus to throw up, he wasn’t feeling well. When he got back on the bus the driver asked the male passenger to put on his mask and cover his mouth when coughing. The driver was instructed to disinfect the bus before parking the bus.

3. **NCRTD Yard** – A Park-N-Ride bus was hit by an NCRTD bus shelter that was being stored in the bull pen in the back yard. The Fleet Manager went to inspect the damage to the Park-N-Ride bus and found the roof of an old bus shelter was what had fallen, causing damage to the side of the Park-N-Ride bus. A report was made, insurance information was exchanged with the Park-N-Ride driver.

4. **Taos** – A passenger attempting to board the bus became upset when the driver told him his name was not on the manifest to ride the bus that morning. The passenger stated he had called the day before to make a reservation. The day before would have been a Sunday, the NCRTD office was currently closed on Saturday and Sunday due to COVID. The driver waited to see if the individuals who had made reservations to ride would show up. As he was preparing to depart from the stop, he then notified the passenger the individuals who were on the list to ride were not there, therefore there was room for him to ride. The individual then asked the driver to wait for him to gather his belongings. The driver told him he needed to leave, the individual became upset and stated he would get the bus to Penasco.

5. **Santa Fe/Taos** – A Lead Driver observed a driver explaining to an individual he would not be able to ride due to intoxication. The driver has had prior issues with the same individual prior due to eating while on the bus. The Lead Driver advised the driver to write up an incident report regarding the situation.

6. **Santa Fe/Taos** – As the driver was getting ready to pull out from a stop, he noticed a passenger eating and nodding off on the bus. The passenger seemed to be intoxicated. The driver asked the passenger to put his food away, notified him there was no eating allowed on the bus. When the driver reached Espanola Park-N-Ride stop a Lead Driver was there to meet him and assist in the matter.

7. **Taos/Santa Fe** – As a passenger was boarding the bus the driver advised her to put on her mask. The passenger continued to board the bus not wearing her mask. The driver advised her three (3) times to put her mask on. The passenger then began to complain about prior drivers before she put her mask on.
Performance Measure – Customer Relations:

1. Caller stated he tried to get the driver’s attention by waving at her to wait for him. He stated the driver left him at the stop. The supervisor pulled the video to see what exactly happened in this situation. The video showed the individual sitting at the bus stop when the driver pulled up to the stop. He made no attempt to get up or motion to the driver he was interested in riding the bus. The supervisor then contacted the individual’s father letting him know of the situation and what was found on the video. He was advised to let his son know next time he wants a ride he will need to motion the driver letting the driver know he is needing a ride.

2. Caller stated the bus driver failed to yield, almost hitting his vehicle and the trailer he was towing. The supervisor pulled the video to see what exactly happened in this situation. The video did show the driver looking at oncoming traffic, because the way the camera is positioned it was hard to tell how close oncoming traffic was to the bus. The supervisor reminded the driver of the importance of being cautious and looking out for traffic while being out on the road.

3. Caller stated the driver was speeding and swerving all over the road. He almost struck other vehicles on the road as well as the side rails along the road. The Supervisor viewed the video, cameras were facing the wrong direction. From what she was able to see the driver was going onto the shoulder or towards the left side of his lane. Throughout the trip the driver was leaning forward onto the steering wheel and moving side to side. The Supervisor was not able to see the driver in the video as the camera was positioned wrong, she could not tell if the driver had dozed off at any point.

A regular rider who rides the Blue Bus daily from Santa Fe into Espanola for work at a local radio station. As a faithful rider of the blue bus, he commended the NCRTD staff for the services the NCRTD provides. He specifically thanked Tristan Tafoya and Steven Romero for being very helpful in explaining the services the NCRTD provides, for being professional and courteous. He enjoys the demand service and is happy to pay $1 for the service to get him from the Park N Ride lot to his place of employment. Because of the NCRTD he can reduce the expense on fuel, and the wear and tear of his personal vehicle. He looks forward to many more enjoyable rides on the Blue Bus.
Performance Measure – Incidents, Complaints & Commendations:

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incidents</td>
<td>11</td>
<td>8</td>
<td>9</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>9</td>
<td>6</td>
<td>13</td>
<td>7</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Complaints</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Commendations</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>
## Performance Measure – Incidents, Complaints & Commendations:

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident - Driver-Non Rider</td>
<td>2</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Incident - Passenger</td>
<td>4</td>
<td>1</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Incident Driver-Rider</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Incident - Passenger Non-Rider</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Complaint - Schedule Issues</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complaint - Operator Performance</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Complaint - Against other Passengers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Commendation - Operator Performance</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Commendation - Dispatch</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Commendation - Scheduling</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>8</td>
<td>9</td>
<td>4</td>
<td>5</td>
<td>3</td>
<td>12</td>
<td>11</td>
<td>19</td>
<td>9</td>
<td>5</td>
<td>11</td>
</tr>
</tbody>
</table>
# NCRTD Monthly Ridership Summary

**June 1, 2020 through June 30, 2020**

## Calendar Operating Days

|       | This Year |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|-------|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Days  | 30        | 31    | 29    | 30    | 27    | 29    | 29    | 29    | 27    | 22    | 20    | 22    |       |       |       |       |       |       |       |       |       |       |       |       |

## Monthly System Totals

<table>
<thead>
<tr>
<th>Total</th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>5,004</td>
<td>22,368</td>
<td>-77.63%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>379</td>
<td>24,275</td>
<td>-98.44%</td>
</tr>
<tr>
<td>All Systems Funded</td>
<td>5,383</td>
<td>46,643</td>
<td>-88.46%</td>
</tr>
</tbody>
</table>

## Year to Date Totals

<table>
<thead>
<tr>
<th>Total</th>
<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>225,083</td>
<td>294,313</td>
<td>-69,230</td>
<td>-23.52%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>157,920</td>
<td>234,375</td>
<td>-76,455</td>
<td>-32.62%</td>
</tr>
<tr>
<td>All Systems Funded</td>
<td>383,003</td>
<td>528,688</td>
<td>-145,685</td>
<td>-27.56%</td>
</tr>
</tbody>
</table>

## System Daily Averages

<table>
<thead>
<tr>
<th>Total</th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>227</td>
<td>1017</td>
<td>-77.68%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>17</td>
<td>1,103</td>
<td>-98.46%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>244</td>
<td>2120</td>
<td>-88.49%</td>
</tr>
</tbody>
</table>

## Total Ridership YTD % Change

<table>
<thead>
<tr>
<th>Total</th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-19</td>
<td>10.86%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug-19</td>
<td>4.32%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep-19</td>
<td>2.60%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct-19</td>
<td>0.75%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov-19</td>
<td>-1.37%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec-19</td>
<td>-0.61%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan-20</td>
<td>-1.01%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb-20</td>
<td>-1.46%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar-20</td>
<td>-6.39%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr-20</td>
<td>-13.55%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May-20</td>
<td>-21.66%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun-20</td>
<td>-27.56%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## On Time Performance

<table>
<thead>
<tr>
<th>Total</th>
<th>Early</th>
<th>On Time</th>
<th>Late</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>18.28%</td>
<td>72.73%</td>
<td>8.75%</td>
</tr>
</tbody>
</table>
FY 19/20 June Ridership

Comparative Ridership NCRTD Operated Routes ONLY

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>20,834</td>
<td>25,875</td>
<td>23,045</td>
<td>24,173</td>
<td>21,586</td>
<td>22,097</td>
<td>26,212</td>
<td>25,783</td>
<td>26,092</td>
<td>23,699</td>
<td>26,314</td>
<td>23,731</td>
</tr>
<tr>
<td>FY18/19</td>
<td>22,789</td>
<td>26,475</td>
<td>23,168</td>
<td>24,360</td>
<td>20,952</td>
<td>22,073</td>
<td>26,872</td>
<td>27,454</td>
<td>27,839</td>
<td>25,190</td>
<td>24,773</td>
<td>22,368</td>
</tr>
<tr>
<td>FY19/20</td>
<td>23,935</td>
<td>25,114</td>
<td>22,670</td>
<td>24,097</td>
<td>19,197</td>
<td>25,405</td>
<td>27,154</td>
<td>26,614</td>
<td>18,765</td>
<td>4,200</td>
<td>2,928</td>
<td>5,004</td>
</tr>
</tbody>
</table>

FY17/18 = 289,441  FY18/19 = 294,313  FY19/20 = 225,083
Comparative Ridership NCRTD Funded Routes

FY17/18 = 217,301  FY18/19 = 234,375  FY19/20 = 157,920
### 150-Chimayo

<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</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>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>1,097</td>
<td>1,125</td>
<td>923</td>
<td>1,000</td>
<td>927</td>
<td>665</td>
<td>777</td>
<td>662</td>
<td>738</td>
<td>652</td>
<td>837</td>
<td>890</td>
</tr>
<tr>
<td>FY18/19</td>
<td>868</td>
<td>983</td>
<td>755</td>
<td>817</td>
<td>733</td>
<td>572</td>
<td>710</td>
<td>724</td>
<td>812</td>
<td>854</td>
<td>778</td>
<td>753</td>
</tr>
<tr>
<td>FY19/20</td>
<td>828</td>
<td>940</td>
<td>685</td>
<td>736</td>
<td>570</td>
<td>601</td>
<td>594</td>
<td>563</td>
<td>613</td>
<td>429</td>
<td>451</td>
<td>416</td>
</tr>
</tbody>
</table>

On Time Performance: 15.8% Early / 72.3% On Time / 11.9% Late

**FY17/18 = 10,293  FY18/19 = 9,359  FY19/20 = 7,426**

### 160-Santa Clara

<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</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>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>437</td>
<td>503</td>
<td>369</td>
<td>477</td>
<td>364</td>
<td>345</td>
<td>430</td>
<td>438</td>
<td>392</td>
<td>469</td>
<td>566</td>
<td>509</td>
</tr>
<tr>
<td>FY18/19</td>
<td>438</td>
<td>608</td>
<td>526</td>
<td>641</td>
<td>433</td>
<td>368</td>
<td>363</td>
<td>392</td>
<td>406</td>
<td>446</td>
<td>460</td>
<td>450</td>
</tr>
<tr>
<td>FY19/20</td>
<td>510</td>
<td>581</td>
<td>529</td>
<td>589</td>
<td>415</td>
<td>371</td>
<td>432</td>
<td>445</td>
<td>368</td>
<td>133</td>
<td>128</td>
<td>133</td>
</tr>
</tbody>
</table>

On Time Performance: 9.5% Early / 79% On Time / 11.5% Late

**FY16/17 = 6,317  FY17/18 = 5,299  FY18/19 = 4,634**
**170 - JICARILLA**

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>226</td>
<td>257</td>
<td>213</td>
<td>346</td>
<td>233</td>
<td>274</td>
<td>298</td>
<td>314</td>
<td>367</td>
</tr>
<tr>
<td>FY18/19</td>
<td>303</td>
<td>337</td>
<td>310</td>
<td>372</td>
<td>309</td>
<td>166</td>
<td>250</td>
<td>241</td>
<td>241</td>
<td>268</td>
<td>377</td>
<td>387</td>
</tr>
<tr>
<td>FY19/20</td>
<td>356</td>
<td>379</td>
<td>284</td>
<td>329</td>
<td>269</td>
<td>346</td>
<td>343</td>
<td>311</td>
<td>267</td>
<td>132</td>
<td>27</td>
<td>43</td>
</tr>
</tbody>
</table>

On Time Performance: *June - No On Time Performance reported due to COVID on Demand Service*

**180 - El Rito**

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>151</td>
<td>180</td>
<td>151</td>
<td>142</td>
<td>106</td>
<td>98</td>
<td>100</td>
<td>115</td>
<td>98</td>
<td>95</td>
<td>131</td>
<td>143</td>
</tr>
<tr>
<td>FY18/19</td>
<td>150</td>
<td>150</td>
<td>177</td>
<td>181</td>
<td>210</td>
<td>140</td>
<td>126</td>
<td>151</td>
<td>163</td>
<td>113</td>
<td>166</td>
<td>164</td>
</tr>
<tr>
<td>FY19/20</td>
<td>211</td>
<td>179</td>
<td>124</td>
<td>119</td>
<td>89</td>
<td>131</td>
<td>123</td>
<td>147</td>
<td>165</td>
<td>79</td>
<td>25</td>
<td>37</td>
</tr>
</tbody>
</table>

On Time Performance: 8.9% Early / 57% On Time / 34.1% Late
<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>461</td>
<td>564</td>
<td>468</td>
<td>425</td>
<td>342</td>
<td>343</td>
<td>394</td>
<td>357</td>
<td>464</td>
<td>388</td>
<td>592</td>
<td>658</td>
</tr>
<tr>
<td>FY18/19</td>
<td>534</td>
<td>648</td>
<td>612</td>
<td>616</td>
<td>490</td>
<td>468</td>
<td>499</td>
<td>492</td>
<td>432</td>
<td>492</td>
<td>626</td>
<td>658</td>
</tr>
<tr>
<td>FY19/20</td>
<td>536</td>
<td>648</td>
<td>530</td>
<td>529</td>
<td>427</td>
<td>389</td>
<td>563</td>
<td>555</td>
<td>503</td>
<td>311</td>
<td>292</td>
<td>282</td>
</tr>
</tbody>
</table>

\[
\text{FY17/18} = 5,456 \quad \text{FY18/19} = 6,567 \quad \text{FY19/20} = 5,565
\]

On Time Performance: 30.6% Early / 56% On Time / 13.4% Late

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>1,527</td>
<td>2,008</td>
<td>1,625</td>
<td>1,604</td>
<td>1,407</td>
<td>1,261</td>
<td>1,577</td>
<td>1,494</td>
<td>1,556</td>
<td>1,481</td>
<td>1,742</td>
<td>1,714</td>
</tr>
<tr>
<td>FY18/19</td>
<td>1,779</td>
<td>1,884</td>
<td>1,420</td>
<td>1,556</td>
<td>1,450</td>
<td>1,068</td>
<td>1,321</td>
<td>1,429</td>
<td>1,439</td>
<td>1,557</td>
<td>1,417</td>
<td>1,282</td>
</tr>
<tr>
<td>FY19/20</td>
<td>1,427</td>
<td>1,424</td>
<td>1,228</td>
<td>1,293</td>
<td>1,070</td>
<td>1,107</td>
<td>949</td>
<td>980</td>
<td>826</td>
<td>256</td>
<td>234</td>
<td>272</td>
</tr>
</tbody>
</table>

\[
\text{FY17/18} = 18,996 \quad \text{FY18/19} = 17,602 \quad \text{FY19/20} = 11,066
\]

On Time Performance: 7.9% Early / 65.8% On Time / 26.3% Late
220-Tesuque

On Time Performance: 12.4% Early / 73% On Time / 14.6% Late

230-San Ildefonso

On Time Performance: 12.8% Early / 65.9% On Time / 21.3% Late
255-Mountain Trail

*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

260-La Cienega

On Time Performance: 37.50% Early / 54.15% On Time / 16.7% Late

On Time Performance: *12.5% Early / 87.5% On Time / 0% Late
On Time Performance: *June - Ridership reflected on COVID Demand Santa Fe
FY17/18 = 5,761  FY18/19 = 4,532  FY19/20 = 3,026

On Time Performance: *June - Service cancelled due to COVID

FY17/18 = 13,585  FY18/19 = 14,916  FY19/20 = 11,253

On Time Performance: 21.9% Early / 52.1% On Time / 26% Late
305-Taos Express

FY17/18 = 1,790  FY17/18 = 2,121  FY19/20 = 1,322
On Time Performance: *June - Service cancelled due to COVID

310-Red River

FY17/18 = 3,292  FY18/19 = 4,403  FY19/20 = 3,104
On Time Performance: 0% Early / 76.9% On Time / 23.1% Late
On Time Performance:

**320-Questa**

FY17/18 = 16,206  FY18/19 = 16,883  FY19/20 = 12,604

On Time Performance: 17.7% Early / 73.5% On Time / 8.8% Late

**330-Penasco**

FY17/18 = 5,187  FY18/19 = 5,332  FY19/20 = 4,246

On Time Performance: 31.9% Early / 55.5% On Time / 12.5% Late
FY17/18 = 64,961 FY18/19 = 59,726 FY19/20 = 41,960
On Time Performance: 42.9% Early / 50.8% On Time / 6.3% Late

FY19/20 = 1,095
On Time Performance: *June- No On Time Performance reported due to COVID on Demand Service
341-Taos Ski Valley

FY17/18 = 10,285  FY18/19 = 13,983  FY19/20 = 12,717

On Time Performance: *June - Service cancelled due to COVID

350-UNM Klauer

FY17/18 = 1,995  FY18/19 = 1,086  FY19/20 = 420

On Time Performance: *June - Service cancelled due to COVID
### 360-Tres Piedras

<table>
<thead>
<tr>
<th>Month</th>
<th>FY17/18</th>
<th>FY18/19</th>
<th>FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>66</td>
<td>48</td>
<td>77</td>
</tr>
<tr>
<td>AUG</td>
<td>95</td>
<td>73</td>
<td>73</td>
</tr>
<tr>
<td>SEPT</td>
<td>59</td>
<td>57</td>
<td>57</td>
</tr>
<tr>
<td>OCT</td>
<td>77</td>
<td>39</td>
<td>67</td>
</tr>
<tr>
<td>NOV</td>
<td>78</td>
<td>51</td>
<td>20</td>
</tr>
<tr>
<td>DEC</td>
<td>52</td>
<td>66</td>
<td>76</td>
</tr>
<tr>
<td>JAN</td>
<td>78</td>
<td>47</td>
<td>39</td>
</tr>
<tr>
<td>FEB</td>
<td>61</td>
<td>62</td>
<td>50</td>
</tr>
<tr>
<td>MAR</td>
<td>58</td>
<td>44</td>
<td>42</td>
</tr>
<tr>
<td>APR</td>
<td>62</td>
<td>38</td>
<td>44</td>
</tr>
<tr>
<td>MAY</td>
<td>87</td>
<td>69</td>
<td>35</td>
</tr>
<tr>
<td>JUNE</td>
<td>59</td>
<td>57</td>
<td></td>
</tr>
</tbody>
</table>

FY17/18 = 832  FY18/19 = 651  FY19/20 = 632

On Time Performance: 16.8% Early / 44.9% On Time / 38.3% Late

### Night Rider

<table>
<thead>
<tr>
<th>Month</th>
<th>FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>0</td>
</tr>
<tr>
<td>AUG</td>
<td>0</td>
</tr>
<tr>
<td>SEPT</td>
<td>0</td>
</tr>
<tr>
<td>OCT</td>
<td>0</td>
</tr>
<tr>
<td>NOV</td>
<td>0</td>
</tr>
<tr>
<td>DEC</td>
<td>13</td>
</tr>
<tr>
<td>JAN</td>
<td>26</td>
</tr>
<tr>
<td>FEB</td>
<td>27</td>
</tr>
<tr>
<td>MAR</td>
<td>17</td>
</tr>
<tr>
<td>APR</td>
<td>0</td>
</tr>
<tr>
<td>MAY</td>
<td>0</td>
</tr>
<tr>
<td>JUNE</td>
<td>0</td>
</tr>
</tbody>
</table>

FY19/20 = 83

*Service ended in March for the season*
FY17/18 = 1,380  FY18/19 = 1,846  FY19/20 = 1,022

On Time Performance: 0% Early / 69.6% On Time / 30.4% Late

FY17/18 = 7,883  FY18/19 = 5,375  FY19/20 = 5,176
Pojoaque Demand Response

FY17/18 = 3,572
FY18/19 = 3,330
FY19/20 = 1,788

Pojoaque-Dial-A-Ride

FY17/18 = 917
FY18/19 = 821
FY19/20 = 1,026
Paratransit - ADA

<table>
<thead>
<tr>
<th>Month</th>
<th>FY17/18</th>
<th>FY18/19</th>
<th>FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>113</td>
<td>459</td>
<td>480</td>
</tr>
<tr>
<td>AUG</td>
<td>144</td>
<td>559</td>
<td>509</td>
</tr>
<tr>
<td>SEPT</td>
<td>144</td>
<td>460</td>
<td>452</td>
</tr>
<tr>
<td>OCT</td>
<td>126</td>
<td>551</td>
<td>452</td>
</tr>
<tr>
<td>NOV</td>
<td>113</td>
<td>434</td>
<td>386</td>
</tr>
<tr>
<td>DEC</td>
<td>112</td>
<td>434</td>
<td>323</td>
</tr>
<tr>
<td>JAN</td>
<td>139</td>
<td>395</td>
<td>362</td>
</tr>
<tr>
<td>FEB</td>
<td>105</td>
<td>407</td>
<td>320</td>
</tr>
<tr>
<td>MAR</td>
<td>150</td>
<td>343</td>
<td>274</td>
</tr>
<tr>
<td>APR</td>
<td>117</td>
<td>454</td>
<td>147</td>
</tr>
<tr>
<td>MAY</td>
<td>143</td>
<td>433</td>
<td>117</td>
</tr>
<tr>
<td>JUNE</td>
<td>126</td>
<td>524</td>
<td>143</td>
</tr>
</tbody>
</table>

FY17/18 = 1,532
FY18/19 = 5,478
FY19/20 = 3,964

COVID Demands Santa Fe

<table>
<thead>
<tr>
<th>Month</th>
<th>FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>121</td>
</tr>
<tr>
<td>AUG</td>
<td>152</td>
</tr>
<tr>
<td>SEPT</td>
<td>131</td>
</tr>
<tr>
<td>OCT</td>
<td></td>
</tr>
<tr>
<td>NOV</td>
<td></td>
</tr>
<tr>
<td>DEC</td>
<td></td>
</tr>
<tr>
<td>JAN</td>
<td></td>
</tr>
<tr>
<td>FEB</td>
<td></td>
</tr>
<tr>
<td>MAR</td>
<td></td>
</tr>
<tr>
<td>APR</td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td></td>
</tr>
<tr>
<td>JUNE</td>
<td></td>
</tr>
</tbody>
</table>

FY19/20 = 404

*May - Ridership for Turquoise Trails, La Cienega and Eldorado Routes
**Flex Route**

FY17/18 = 184  FY18/19 = 17  FY19/20 = 7

**Special Events**

FY17/18 = 1,001  FY18/19 = 661  FY19/20 = 604
<table>
<thead>
<tr>
<th></th>
<th>FY17/18</th>
<th>FY18/19</th>
<th>FY19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>119</td>
<td>118</td>
<td>103</td>
</tr>
<tr>
<td>AUG</td>
<td>88</td>
<td>120</td>
<td>78</td>
</tr>
<tr>
<td>SEPT</td>
<td>89</td>
<td>49</td>
<td>87</td>
</tr>
<tr>
<td>OCT</td>
<td>116</td>
<td>75</td>
<td>86</td>
</tr>
<tr>
<td>NOV</td>
<td>70</td>
<td>79</td>
<td>63</td>
</tr>
<tr>
<td>DEC</td>
<td>132</td>
<td>113</td>
<td>131</td>
</tr>
<tr>
<td>JAN</td>
<td>59</td>
<td>66</td>
<td>145</td>
</tr>
<tr>
<td>FEB</td>
<td>106</td>
<td>49</td>
<td>122</td>
</tr>
<tr>
<td>MAR</td>
<td>61</td>
<td>37</td>
<td>80</td>
</tr>
<tr>
<td>APR</td>
<td>125</td>
<td>75</td>
<td>53</td>
</tr>
<tr>
<td>MAY</td>
<td>70</td>
<td>83</td>
<td>13</td>
</tr>
<tr>
<td>JUNE</td>
<td>43</td>
<td>94</td>
<td>28</td>
</tr>
</tbody>
</table>

**Dead Head**

| FY17/18 | 1,078 |
| FY18/19 | 958   |
| FY19/20 | 989   |

**On Time Performance:** 31.9% Early / 51% On Time / 17.1% Late
Santa Fe Rt 2

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>3,447</td>
<td>2,707</td>
<td>2,087</td>
<td>2,535</td>
<td>2,183</td>
<td>2,380</td>
<td>2,387</td>
<td>2,143</td>
<td>2,750</td>
<td>2,387</td>
<td>2,528</td>
<td>2,596</td>
</tr>
<tr>
<td>FY18/19</td>
<td>2,610</td>
<td>2,751</td>
<td>2,307</td>
<td>2,772</td>
<td>2,239</td>
<td>2,091</td>
<td>2,343</td>
<td>2,128</td>
<td>3,070</td>
<td>2,670</td>
<td>2,717</td>
<td>1,268</td>
</tr>
<tr>
<td>FY19/20</td>
<td>2,224</td>
<td>2,535</td>
<td>2,171</td>
<td>2,478</td>
<td>1,763</td>
<td>1,818</td>
<td>1,861</td>
<td>1,660</td>
<td>828</td>
<td>91</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

FY17/18 = 30,130 FY18/19 = 28,966 FY19/20 = 17,438

Santa Fe 4

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>550</td>
<td>524</td>
<td>405</td>
<td>590</td>
<td>182</td>
<td>381</td>
<td>382</td>
<td>456</td>
<td>513</td>
<td>545</td>
<td>600</td>
<td>520</td>
</tr>
<tr>
<td>FY18/19</td>
<td>476</td>
<td>504</td>
<td>430</td>
<td>550</td>
<td>342</td>
<td>398</td>
<td>354</td>
<td>385</td>
<td>375</td>
<td>482</td>
<td>450</td>
<td>246</td>
</tr>
<tr>
<td>FY19/20</td>
<td>283</td>
<td>303</td>
<td>355</td>
<td>323</td>
<td>281</td>
<td>199</td>
<td>235</td>
<td>232</td>
<td>130</td>
<td>3</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

FY17/18 = 5,648 FY18/19 = 4,992 FY19/20 = 2,346

*June- Service cancelled due to COVID
<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>241</td>
<td>407</td>
<td>549</td>
<td>782</td>
<td>595</td>
<td>242</td>
<td>440</td>
<td>771</td>
<td>546</td>
<td>593</td>
<td>320</td>
<td>317</td>
</tr>
<tr>
<td>FY18/19</td>
<td>301</td>
<td>430</td>
<td>111</td>
<td>591</td>
<td>586</td>
<td>336</td>
<td>597</td>
<td>481</td>
<td>602</td>
<td>428</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>FY19/20</td>
<td>333</td>
<td>495</td>
<td>550</td>
<td>636</td>
<td>376</td>
<td>138</td>
<td>307</td>
<td>327</td>
<td>302</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

FY17/18 = 5,803  FY18/19 = 5,158  FY19/20 = 3,464

*June - Service cancelled due to COVID

---

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>9,397</td>
<td>8,715</td>
<td>7,711</td>
<td>10,252</td>
<td>5,133</td>
<td>4,788</td>
<td>4,082</td>
<td>4,532</td>
<td>6,395</td>
<td>6,963</td>
<td>8,468</td>
<td>9,080</td>
</tr>
<tr>
<td>FY18/19</td>
<td>8,511</td>
<td>8,492</td>
<td>8,880</td>
<td>9,953</td>
<td>5,005</td>
<td>4,274</td>
<td>3,904</td>
<td>3,820</td>
<td>5,294</td>
<td>6,093</td>
<td>7,650</td>
<td>11,117</td>
</tr>
<tr>
<td>FY19/20</td>
<td>7,398</td>
<td>6,985</td>
<td>6,961</td>
<td>8,018</td>
<td>3,693</td>
<td>2,669</td>
<td>2,810</td>
<td>3,028</td>
<td>1,664</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

FY17/18 = 85,516  FY18/19 = 82,993  FY19/20 = 43,226

*June - Service cancelled due to COVID
Los Alamos Rt 11

FY17/18 = 6,728 FY18/19 = 8,009 FY19/20 = 6,248

*June - Service cancelled due to COVID

Los Alamos Rt 2

FY17/18 = 55,354 FY18/19 = 50,193 FY19/20 = 39,235

*June - Service cancelled due to COVID
<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<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>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17/18</td>
<td>1,682</td>
<td>2,469</td>
<td>2,430</td>
<td>2,613</td>
<td>1,902</td>
<td>2,203</td>
<td>2,483</td>
<td>2,062</td>
<td>2,535</td>
<td>2,805</td>
<td>2,792</td>
<td>2,010</td>
</tr>
<tr>
<td>FY18/19</td>
<td>1,965</td>
<td>2,862</td>
<td>6,037</td>
<td>6,245</td>
<td>4,902</td>
<td>4,103</td>
<td>4,647</td>
<td>4,529</td>
<td>4,369</td>
<td>6,130</td>
<td>6,464</td>
<td>5,282</td>
</tr>
<tr>
<td>FY19/20</td>
<td>5,594</td>
<td>6,450</td>
<td>5,846</td>
<td>6,107</td>
<td>4,741</td>
<td>4,542</td>
<td>5,246</td>
<td>5,067</td>
<td>1,988</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*June - Service cancelled due to COVID

Los Alamos Enhanced

Rail Runner

FY17/18 = 27,986  FY18/19 = 52,253  FY19/20 = 45,591

FY17/18 = 278,297  FY18/19 = 251,720  FY19/20 = 188,192

*June - Service cancelled due to COVID