CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – March 2, 2018
7. PUBLIC COMMENTS

PRESENTATION ITEMS

A. Election of Officers of the Board of Directors
   Sponsors: Anthony J. Mortillaro, Executive Director
   Attachment

B. Above and Beyond and Safe Driver Awards
   Sponsors: Chairman Daniel Barrone and Anthony J. Mortillaro, Executive Director
   Attachment: None

C. Years of Service Recognition
   Sponsor: Chairman Daniel Barrone and Anthony J. Mortillaro, Executive Director
   Attachment: None

PUBLIC HEARINGS

  None

ACTION ITEMS

D. Discussion and Consideration of Resolution No. 2018-09 for Disposal of Assets
   Sponsors: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment
E. **Discussion and Consideration of Resolution No. 2018-10 Amending the Procurement Policy**  
*Sponsors: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director and Peter Dwyer, Attorney*  
Attachment

F. **Discussion and Consideration of Resolution No. 2018-11 Amending the Personnel Rules and Regulations**  
*Sponsors: Anthony J. Mortillaro, Executive Director and Dora Anaya, Human Resources Director and Peter Dwyer, Attorney*  
Attachment

DISCUSSION ITEMS

G. **February 2018 Financial Summary**  
*Sponsors: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director*  
Attachment

H. **Finance Subcommittee Report**  
*Sponsors: Chair Ed Moreno and Anthony Mortillaro, Executive Director*  
Attachment: None

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

J. **Executive Report and Comments from the Executive Director:**  
1) Executive Report for March 2018  
2) Paratransit Performance Measures, February 2018  
3) Performance Measures for February 2018  
4) Ridership Report for February 2018

CLOSED SESSION

K. **Closed Session** pursuant to NMSA 1978, 10-15-1 (H) (7) for the limited purpose of discussing threatened or pending litigation in which the public body is or may become a participant; City of Jal v. Demesia Padilla, et. al., D-0101-CV-201600106. (Gene Creely II).

L. **Reconvene into Open Session: Possible Action Item (s) from Closed Session**

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: May 4, 2018 at 9:00 a.m.

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

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair at 9:09 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Roll Call

Ms. Hernandez called the roll and it indicated the presence of a quorum as follows:

<table>
<thead>
<tr>
<th>MEMBERS</th>
<th>ELECTED MEMBERS</th>
<th>ALTERNATE DELEGATES</th>
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<tbody>
<tr>
<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
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<tr>
<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
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<td>Rio Arriba County</td>
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<td>Manager Tomás Campos</td>
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<td>Santa Fe County</td>
<td>Commissioner Ed Moreno</td>
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<td>Taos County</td>
<td>Commissioner Jim Fambro</td>
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<td>Nambé Pueblo</td>
<td></td>
<td>Mr. Marcus López</td>
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<tr>
<td>Ohkay Owingeh</td>
<td>Ms. Christy Van Buren</td>
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<tr>
<td>Pojoaque Pueblo</td>
<td>Councilwoman Anna Sanchez</td>
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<tr>
<td>San Ildefonso Pueblo</td>
<td></td>
<td>Ms. Lillian Garcia</td>
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</tbody>
</table>
Santa Clara Pueblo | Ms. Mary Lou Valério
---|---
City of Santa Fe | Mr. Keith Wilson
City of Española | Absent
Town of Taos | Mayor Dan Barrone, Chair
Tesoque Pueblo | Mr. Eduardo Escudero
Village of Chama | Councilor Scott Flurry
Rio Metro | Ms. Elizabeth Carter

**Staff Members Present**
Mr. Anthony J. Mortillaro, Executive Director
Ms. Delfina Hernandez, Executive Assistant
Mr. Peter Dwyer, Legal Counsel
Mr. Hector Ordoñez, Finance Director
Ms. Stacey McGuire, Development Director
Ms. Delilah Garcia, Transit and Facilities Operations Director
Mr. Jim Nagle, Public Information Officer

**Others Present**
Lee Baldwin, Ricci & Company (Auditor)
Ray Matthews, Santa Fe County
Austin Fisher, Rio Grande Sun
Carl Boaz, Stenographer

2. INTRODUCTIONS

There were no introductions.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Moment of Silence

5. APPROVAL OF AGENDA

Commissioner Fambro moved to approve the Agenda as amended, Mr. López seconded
the motion and it passed by unanimous (14-0) roll call vote with Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Town of Taos, Taos County, Tesuque Pueblo, and Village of Chama voting in favor and none against.

6. APPROVAL OF MINUTES — February 2, 2018

Mr. Escudero moved to approve the minutes of November 3, 2017 as presented. Ms. Garcia seconded the motion and it passed by unanimous (14-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama voting in favor and none against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Above and Beyond Safe Driver Awards

Mr. Francis Talamante, was presented the Above and Beyond Safe Driver Award because on an incident on the Chama Route to Jicarilla when he saw a child unattended in the roadway and he stopped to ensure their safety. Chair Barrone presented the certificate to him.

Councilor Flurry said he always rides Pancho’s bus (his nick name) and related how dedicated Pancho is to his work when a driver was needed in Española. He drove his personal car from Dulce to Española and ran the route before returning home.

Mr. Mortillaro noted the other awardees were not present today.

B. Years of Service Recognition

Ms. Cara Fazio, in the Marketing Department, was recognized for one year’s service.

Mr. Mortillaro said the District recognizes drivers for safe driving at 1 year, 5 years, 10 years, 15 years, and 20 years. Twenty-seven employees qualified for the 1-year safe driving award and most were driving today. A number are here for 5-year and 10-year driver safety awards. These drivers average about 60,000 miles in their route for a year with no accidents, and
even more for 5 and 10-year awards.

For 5 years of safe driving, the drivers recognized were Belen de Santiago, Daniel Gavurnik, Tommy Martinez, Charlene Padilla, De Ann Vigil, and Roger Weahkee. Chair Barrone read the certificates for them. And gave each of them a lapel pin.

For 10 years of safe driving, the drivers recognized were Joe Casias and Cynthia Romero Garcia.

Mr. Mortillaro said they’ve probably driven over 600,000 miles. Chair Barrone gave certificates and gold pins as their award.

C. Presentation of FY 2017 Comprehensive Annual Financial Report (CAFR)

Mr. Ordoñez said this culminated a six-month effort that began at the closing of the 2017 fiscal year that included the review of District operations and general controls and financial statements by an independent audit firm, Ricci & Company. Mr. Lee Baldwin is here to talk about what they found and what they think about our financial status, controls, and reporting.

Lee Baldwin, Audit Manager, noted this is their first year to audit the NCRTD. They came in during summer as the former Finance Director was leaving, and that caused a slowdown. Mr. Ordoñez came in at November and hit the ground running and he is great to work with. He got information to us timely. It is a clean audit for this year. And after the first year, the audit tends to be smoother.

He highlighted parts of the Audit and noted at the top of page 3 that the audit is unmodified, which is the best opinion possible. On page 57, at the end of the report, they looked at controls, and found a clean audit of federal programs. There are no findings in the financial statement and no deficiencies in the controls. So it is a very clean organization. In the financial results on page 15, Ricci documented what was added in the year - $927,000 for the year.

He explained that part of their communication with the Board is to identify difficulties. There were no difficulties and no material adjustments were needed.

There were no questions from the Board.

Mr. Ordoñez said he was an auditor and had never seen this high quality. He thanked his staff for their good work.

Mr. Baldwin added that there was a delay from the State Auditor. The Board should have received this a month earlier- Hopefully next year, it will be available earlier.
PUBLIC HEARINGS

There were no public hearings.

ACTION ITEMS


Mr. Mortillaro asked Mr. Ordoñez for comments on the CAFR.

Mr. Ordoñez said the CAFR includes the audit of financial statement and is divided into five sections.

The Introduction has a letter of transmittal and talks about who we are and how we fit in with the State of New Mexico. It touches on GRT and where that comes from. It has an organization chart and list of officers.

Section 2 has the financial statements.

Section 3 is the Fiscal Section and gives the unqualified opinion from the auditor and specifies there are no findings. It has the management discussion and analysis, talking about our financials with an explanation of the changes. Page 82 had the demographic information and financial information presented differently. Pages 86-87 showed the GRT broken down by TRD sectors.

Section 4 is the Single Audit Section required by the Feds.

Section 5 has the supplementary information on investments, etc.

The District could be getting the award for the third consecutive year and Mr. Ordoñez was very comfortable with it. He thanked the Staff for helping him with it and the other Directors who helped compile the information needed.

Chair Barrone said it was great to see these accomplishments. The Town of Taos had almost similar audits and the first clean audit in 20 years. So he thanked everyone who helped make it happen.

Commissioner Fambro thanked Mr. Ordoñez. He related that he worked on the team for Taos and tried 7 times for the award and got it 4 times. He asked for an electronic edition, so he could take it to his County Commission.

Councilor Maggiore asked which GRT sector on page 86 that Los Alamos County falls under.
Mr. Ordoñez thought it was under Public Administration but was not sure. The report from TRD divides them but doesn’t provide much information.

Councilor Maggiore commented that it is a good-looking document.

Commissioner Moreno said the Finance Committee reviews finances and from his perspective - not a numbers person, but he has confidence in the organization. We have good people who bring their talents and information.

Only about 15 entities in New Mexico received such an award.

Commissioner Moreno moved to Accept the FY 2017 Comprehensive Annual Financial Report. Commissioner Fambro seconded the motion and it passed by unanimous (14-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama voting in favor and none against.

Ms. Carter arrived at 9:47.

E. Discussion and Consideration of Resolution No. 2018-08, Drug and Alcohol Policy

Mr. Dwyer said this is a new and updated policy. On page 20, we added the list of opioids that drivers are tested for. It doesn’t fit smoothly in our outline, so it was just added as an addendum to instruct the tester (independent contractor). This impacts the way they handle samples and what they test for. We will publish the facts to our driver. Those with prescriptions are not hampered by this procedure.

Ms. Van Buren asked what does #2 mean.

Mr. Dwyer explained they are just different versions of the same drug. It is a federal standard for testing labs. The Federal Lab doesn’t have to test the samples. They trust the lab that does the work.

Ms. Delilah Garcia said the District has a staff member who monitors the program.

Ms. Van Buren asked which lab is used.

Ms. Delilah Garcia said the samples go to the USDA lab. Her Administrative Assistant serves this task to make sure all testing complies with federal legislation. She is also responsible for submitting the annual report for alcohol and drugs. It lists accidents and that they have passed the testing for any post-accident testing that needs to be done, to make sure we have all the paperwork for it.
Councilor Maggiore noted the list of drugs opioids still doesn’t include panthanol which is an abused drug.

Mr. Dwyer didn’t know why. This is a federal decision. It used to be no opioids were on the list. It could be that there are no reliable tests or costs too much.

Ms. Delilah Garcia added that it takes years for the approvals to be completed. She reviewed the costs of testing.

Manager Campos moved to approve Resolution No. 2018-08, Drug and Alcohol Policy. Councilor Maggiore seconded the motion and it passed by unanimous (14-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Tesuque Pueblo and Village of Chama voting in favor and none against.

DISCUSSION ITEMS

F. Presentation of Marketing Efforts and Strategic Plan for FY 2019

Mr. Mortillaro said that annually, the District provides the Marketing Efforts and Strategic Plan to the Board, so we can discuss current marketing efforts and future plans and any other approaches to incorporate into the plan for the 2019 budget.

Mr. Nagle shared information on the web site, social media, Jicarilla lunch, advertising program, Pus and Print, route maps and schedules, community outreach, etc. He was unsuccessful in getting to the home page. He described how the rider system works on Google Maps. It allows a seamless connection with the Rail Runner. Under “Where’s My Bus?” is the information on tracking their bus with a new rider alert system. Riders can also sign up for text messages from NCRTD.

In 2015, they redesigned web site for easier navigation and saw a 60% increase in use. More than 50% reach it through mobile phones. Other platforms include Twitter, Facebook, Instagram and YouTube.

Jicarilla Lunch publicity has a nice clean look to it. And updated system map to the Northwest Quadrant is available. For print, Rio Grande Sun, Los Alamos Monitor, Taos News, and Santa Fe New Mexican have ongoing advertising and pull out sections. Some are used for up to a year. Those are distributed at businesses around town. They also have print in the Albuquerque Winter Guide, Santa Fe Reporter, Green First Times, Round the Roundhouse, Chama Valley Times and Rio Arriba County Fair. Reporter gives free ads to the RTD. Guest Life New Mexico, a hard-bound book, has RTD included; Jicarilla Chieftain; The Independent in Edgewood, and other digital advertising placements were listed.

Mr. Nagle also addressed radio advertising, publications, route brochures with schedules and
maps. Tourism Rack Cards are now being redesigned for clearer use. Veterans were recognized at the Transportation Summit. He also mentioned the community events where NCRTD is exposed to the public. He explained how these events help people understand the route schedules and how to use the bus to get to places in Northern New Mexico.

Mr. López left the meeting at 10:14 a.m.

Mr. Nagle spoke about the Transit Advertising Program (ads on the buses) and efforts for the upcoming Sunset Ballot survey through Research & Polling followed by public awareness campaign. Travel training will continue this month at Santa Clara, Ohkay Owingeh and Jicarilla. Dump the Pump 2018 is a statewide campaign for public transportation. Bike to Work Week will be May 12-19, 2018. There are also specific route community campaigns to build ridership.

There were no questions on his presentation.

Councilor Holle said, as a new member, the web site is very easy to navigate.

Mr. Nagle thanked her for the comment. He does get a lot of positive comments on it.

Mr. Mortillaro told about a teacher who took students all the way to Albuquerque and came back two days later.

Ms. Delilah Garcia shared the details of the trip from El Llano School with 35 students riding the blue bus to school. 20 of them took the Blue Bus to Santa Fe and caught the Rail Runner with their overnight gear and went to Albuquerque Ride. The teacher was very nervous, but Ms. Garcia helped her go to the trip planner for the entire trip. They took Santa Fe Trails to Meow Wolf. After the trip she reported having a great time. Google Transit helped them do that and make it easy.

Mr. Mortillaro offered to come talk about travel training with people at senior centers to help them understand and not be afraid to use the bus.

G. Presentation of Planning and Run Cutting Scheduling Software

Mr. Mortillaro was excited about this software and what it could do. He provided a handout for members. All this work was done manually before the software and that meant they might miss things. The new software allows route planning, route adjustments and schedule adjustments.

Ms. McGuire explained how this software helps to construct a more efficient transit system where we serve and an improved workplace for drivers and staff, who will see new efficiencies, a more efficient use of staff time, and reduction of overtime. Remix has two modules - Scheduling and planning.
Our system now uses 55 vehicles in our fleet. We hope to see decreases in fleet needs. She hoped this will allow a decrease in fleet and to get more in line with spare vehicle ratios. The high spare ratio is for backup vehicles. It will take 2-3 years for us to realize the full benefits.

There are 38 driver shifts now and the extra boards are the folks signed up to be extra drivers. That is for covering those out sick and those on annual leave. They will know all the routes. We hope that long-term will result in a decrease in fleet necessary for the routes. This is like what UPS uses. For time savings and safety improvement and streamlining.

We have three vacancies in Taos, so the extras drivers are filling in. We expect to see savings in overtime with this new system. It helps to know exact times for running routes, stops for gas, etc.

The Planning Component provides a platform for making modifications in real time and what impact it will have on various factors. She demonstrated with the westside route and explored modifications - and with each change, it shows in real time, the way it would affect other factors.

All of Title VI data comes from census data. Remix provides more layers than we can do manually.

Mr. Escudero asked how they get the data.

Ms. McGuire didn’t know how Remix puts it in there, but they do it. We know there is under reporting in the pueblos but is the best information available. This will bring us to the next level. In the past, we would have to work with a consultant to get this. We put in the cost information based on analysis reports.

Ms. McGuire used a Taos route and compared the costs of using a consultant for a snapshot in time, vs. Remix which is available all the time. A consultant would cost about $30,000 and Remix can help utilize all the work time for drivers.

Mr. Mortillaro thanked Ms. McGuire for showing what had to go on behind the scenes. Every six months, the drivers bid on routes and we are working to get fewer split shifts.

Ms. Delilah Garcia added this is only a sample but 24 out of 27 runs that are full time schedules.

H. January 2018 Financial Summary

Mr. Ordoñez presented the report for 7 months or 63% of the budget. He went first to page 87 showing data as of Jan 31, 2018.

Mr. Ordoñez reviewed the financial sections in the packet. GRT is at 47% for six months and 6.4% more than expected. He reviewed the GRT by County and noted the District got
$183,000 more in GRT at the end of the calendar year.

Page 59 showed $1,216,000 in grant revenue which didn’t include the tribal formula grants.

Mr. Ordoñez reviewed significant differences in expenses, including overtime, insurance premium and capital expenses and then the overall expenditures by month.

Councilor Maggiore pointed out in the GRT reports, e.g. Santa Fe County, that the total of the year doesn’t add up to $4 million and is confusing. The upper table does the same thing on page 58 so it is inconsistent and confusing.

Mr. Ordoñez agreed to change that format for the month. He is modifying some of these reports which he and Mr. Mortillaro talked about. We do want it to be understandable.

Mr. Mortillaro said the YTD summary would have clarified that.

Ms. Van Buren asked if the District has received the formula funding.

Ms. McGuire said the feds told her off the record that it is coming soon.

Mr. Mortillaro thought some of the delay was because of the federal budget being on a continuing resolution.

I. Finance Subcommittee Report

Commissioner Moreno said there was no meeting in the last two months ago, so there is no report.

Mr. Mortillaro said the next meeting is on March 23 and there are several items to discuss then. It is usually on the last Friday of the month but this one was moved up because some items need to be put in the Board packet. They will talk about the investment policy and some possible diversification there. There are also personnel rule changes and procurement regulations.

J. Tribal Subcommittee Report

The next Tribal Subcommittee meeting is scheduled for April in Taos.

K. Executive Report and Comments from Executive Director

1) Executive Report for February 2018

Mr. Ordoñez went through training and is now a certified procurement officer.
With the sunset election, Rio Arriba was the first to act on the ordinance, setting a date and advertising the amendment to act on at their March 29 Board meeting. Los Alamos is scheduled for action on April 23. Santa Fe County indicated on March 13, they will take the first action. Taos County is set for March 17.

Research & Polling has commenced their survey work and will report at the May 4 Board Meeting. They can also present to each County Commission meeting.

At the Legislature, SB 17 did pass and is awaiting the Governor’s signature. Also at the Legislature, the District received $195,000 capital allocation for buses, and from that, will get two buses.

2) **Paratransit Performance Measures, January 2018**

3) **Performance Measures for January 2018**

4) **Ridership Report for January 2018**

Mr. Delilah Garcia gate these reports which were in the packet, starting on page 72. She shared the ridership report from page 74 and the monthly demand response and paratransit statistics.

Ms. Van Buren asked why the no-shows are so high. That costs us money.

Ms. Delilah Garcia agreed, and she is cracking down on it. The District requires a two-hour minimum beforehand to cancel.

Ms. Van Buren asked if the District has a three-strikes policy.

Ms. Delilah Garcia said they do, and a call in the morning is also a no-show in the afternoon. After so many no-shows, they won’t be able to have service for a month and an additional no-show means they are permanently out. She is preparing a mass mailing for demand response policy.

On page 78, there were no commendations for January and no complaints for the para-transit service and on page 80 - there were no customer incidents.

Under performance measures, she noted the total ridership. Also, in January, the District went to paperless reporting, so all buses now have the automatic system to track ridership. They had a good transition, and everyone did a phenomenal job on it. Year to date, we have provided 163,822 passengers trips. The spare ratio is 37 vehicles to operate and 17 spare vehicles where 20% is the recommended rate.

The average fleet age is 74,592 miles and on-time preventative maintenance is 99.35%, which meets the FTA recommended standard. There were no minor accidents and one major accident. She shared the commendations, complaints and customer incidents.
The District is enforcing policies on riders. Operators must deal with that on daily basis.

Ms. Van Buren said how she knew the Valencia County data on operations costs/mile. Ms. Delilah Garcia said Ms. Carter provides it to us.

Manager Campos referred to page 103 and asked if the El Rito route could be changed to come around the other way.

Ms. Delilah Garcia thought those stats had to do with the modification of that route.

Ms. McGuire said it was a one-way loop before and now is up and back, so riders don’t have to ride as long. Why ridership is down is speculation, but we didn’t have ways to substantiate the numbers before.

Mr. Mortillaro said the closure of the El Rito college also affected ridership.

Mr. Dwyer said he and Mr. Mortillaro went to Tierra Amarilla for the Rio Arriba County Commission meeting to start the ballot issue and during that time Commission Naranjo said the RTD is under performing and questioned whether the GRT numbers from Rio Arriba were accurate.

Mr. Dwyer’s comment was to follow with the Jal litigation in which several cities are protesting TRD numbers and want to see the numbers for it. TRD doesn’t want to provide the numbers. Mr. Dwyer called their attorney who would like an attorney-confidential session with our Board to share the progress. The litigation is two years old now. Mr. Dwyer was not sure if his interest would be for the District to join that litigation or just to provide what he has found out. He and Mr. Mortillaro agreed, this meeting was too soon but he would invite him to the next meeting in closed session and nondisclosure documents.

Mr. Mortillaro asked if there is any interest, and Board members agreed there was interest.

Mr. Mortillaro said he would seek that at the April Board meeting.

Manager Campos was waiting for the municipal elections.

Mr. Dwyer said that was part of our consideration too, to do it after municipal elections.

**MATTERS FROM THE BOARD**

Commissioner Fambro said the Ranchos Piedras bus stop has turned into a homeless shelter. The complaint is that legitimate riders don’t have a way to get out of the weather and feel threatened by those in the shelter.

Ms. Delilah Garcia said their crackdown on policy will address that as well as the array of
incidents on the buses and interactions with operators. We have talked about getting the shelter cleaned up. Apparently, people are trashing the area because some people were dumping household trash in our trash receptacles.

Commissioner Fambro said at the Taos County stop, he observed people in the shelter all day.

Ms. Delilah Garcia responded that the drivers have a hard time enforcing that. So she needs help from others to enforce it. There was an incident on the Red Line in Taos where drivers reported individuals at the shelter and riders had to be outside the shelter. There were four people having a party in the shelter. The Supervisor went to get them to move on. The Española Transit Center is a huge gathering place for them.

Commissioner Fambro said he contacted police officers who said it was not a priority.

Mr. Wilson said Santa Fe has worked with local police and they can issue no trespassing citations and if not heeded, our department will enforce it.

Mr. Dwyer said we’ve discussed enhanced enforcement, but the statute only gives that authority for rail but not buses. And we are dealing with many different law enforcement agencies. It is challenging. Ms. Delilah Garcia is working with it and we may request a budget for it.

Manager Campos said it the pan handlers at the Park and Ride in Española.

Ms. Delilah Garcia agreed that is one of the locations. We welcome the additional traffic for the Hunter Building but need to work together to clean up the area. We are working with Park and Ride to clean it up physically.

Ms. Carter said larger metro areas do an RFP and it would include police and sheriff’s offices. They are the first to respond and check for fares, etc.

Mr. Mortillaro pointed out that with 26 different law enforcement agencies, the only option is to employ some kind of security force. The question is armed or not. The statute would have to be amended to have our own police force. We are still formulating the budget and will look at transit officers for security.

Ms. Van Buren left the meeting at 11:55.

Mr. Mortillaro said it not only happens at shelters but also on buses and that deters others.

Commissioner Fambro agreed to talk with the sheriff and police to ask for more intensive monitoring.

Mr. Mortillaro said we do need to help ourselves.
Mr. Mortillaro announced that today is Frito Pie Day and a donation of $5 will generate funds for the Employee Fun Committee.

MISCELLANEOUS

There were no miscellaneous items.

ADJOURN

Upon motion and second, the meeting was adjourned at 11:57 a.m.

NEXT BOARD MEETING: April 6, 2018 at 9:00 am.

Approved by:

__________________________
Daniel R. Barrone, Chair

Attest:

__________________________
Dennis Tim Salazar, Secretary

Submitted by:

__________________________
Carl Boaz for Carl G. Boaz, Inc.
Title: Election of Officers

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: Board of Directors Bylaws, Article X- Officers, provides for the election of Officers every other year at the April meeting of the Board. The last election of Officers occurred in April 2016. Officers serve a two (2) year term in the position. There are no term limits for officers. The Officer positions are as follows; Chair, Vice Chair and Secretary and Treasurer which over the years has been combined as Secretary/Treasurer. Further guidance on the responsibilities is listed in Article X.

The current officers and their terms are as follows:

Chair – Daniel Barrone, Town of Taos (April 2016 – March 2018)
Vice Chair – Joseph Maestas, City of Santa Fe (January 2017 – March 2018)
Secretary/Treasurer – Dennis Tim Salazar, City of Espanola (April 2016 – March 2018)

Background: Following is Article X of the Amended and Restated Bylaws adopted on February 5, 2016.

ARTICLE X
OFFICERS

Section 10.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer as Officers of the Board.

Section 10.02. Officers of the Board. Officers of the Board shall be Tribal Governors, Tribal Council members or elected officials.

Section 10.03. Election. The Board shall elect Officers every other year at the April meeting of the Board. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to their interest in service, time availability, and qualifications.

Section 10.04. Election of Chair and Vice Chair. The election of the Board Chair and Vice Chair may alternate between Tribal and non-Tribal members.
Section 10.05. **Term.** Each Officer shall serve a two (2) year term commencing upon election or appointment by the Board. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law or these Bylaws. Officers may serve unlimited terms.

Section 10.06. **Removal of Officers.** Any Officer of the Board may be removed at any time upon the affirmative vote of a two-thirds majority of both the total number of Directors and the voting units of all Members of the Board. Such action shall be initiated by a motion made at a regular meeting, but the vote shall not be called for until the next regular meeting or at a special meeting called for the purpose of considering such motion. The Secretary shall cause to be delivered or shall mail a copy of the resolution to the affected Director at least seven (7) days prior to the meeting at which the motion is to be voted upon. The vote shall be by secret ballot and the Chair shall appoint two Board members other than the officer being voted upon to count the votes and report on the results.

Section 10.07. **Vacancies.** If a vacancy exists in any office, the Chair shall appoint a Director to fill such vacancy until the next regular meeting of the Board, when an election will be held to fill the vacancy. The term of the Office of Officers filling vacancies shall be until the next regular election of officers.

Section 10.08. **Duties of the Officers.**

(a) Chair. The Chair shall:

1. Have the power to call meetings of the Board and to preside over such meetings;
2. Have the power to execute, deliver, acknowledge, file and record on behalf of the District such documents as may be required by the Act or other applicable law;
3. Have the power to execute and deliver contracts, deeds and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
4. Have such additional authority, powers and duties as are appropriate and customary for the office of the Chair of the Board of Directors of entities such as the District, and as the Board may otherwise prescribe.
5. The Chair is the first point of contact to the Executive Director on matters related to the District’s business, personnel matters or in the execution of his/her duties.
6. The Chair will facilitate ongoing meetings with the Executive Director to ensure the Board is kept informed about important issues in a timely manner.
7. The Chair is the direct supervisor of the Executive Director and is authorized to provide advice and counsel but not to direct or interfere with operational or personnel matters that are the sole purview of the Executive Director.
8. The Executive Director will annually provide to the Chair any information requested or needed for a performance evaluation of the Executive Director. The Chair may seek input from members of the Board as the Chair deems appropriate which shall normally include consulting with all standing committee chairs. The Chair will also make a recommendation for an appropriate performance increase for the Executive Director if warranted on an annual basis.

(b) Vice Chair. The Vice Chair shall:

1. Be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers and duties of the Chair until such time as the Board elects a new Chair.
2. Have such additional authority, powers and duties as are prescribed by the Board.

(c) The Secretary shall:

1. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.
(2) Have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the District, and as the Board may otherwise prescribe.

(3) In the event of the absence, vacancy, disability, or death of the Chair and Vice-Chair; the Secretary shall serve as Chair until such time as the Board elects a new Chair or Vice-Chair.

(d) Treasurer. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer. The Treasurer shall, subject to rules and procedures established by the Board:

(1) Cosign any financial document requiring the signature of multiple Officers of the NCRTD.

(2) Have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the District, and as the Board may otherwise prescribe.

**Recommended Action:** It is recommended that the Board elect officers.

**Options/Alternatives:** NA

**Fiscal Impact:** None

**Attachments:** None
Title: Discussion and Consideration of Resolution No. 2018-09 Disposal of Assets

Prepared By: Hector E. Ordoñez, Finance Director

Summary: The proposed resolution certifies the approval for final disposition of certain NCRTD assets.

Background: The NCRTD Property Disposal Committee met on April 6, 2018, to inspect and review the recommended disposal of certain fleet and miscellaneous District property determined to be obsolete by the District’s staff or that have met FTA useful lives. The assets recommended for disposal include nine (9) bus shelters deemed obsolete and are currently located in the Taos facility, a Dell desktop computer (OptiFlex), and fifteen (15) buses that need to be disposed whether because they’ve met and/or exceeded their mileage and age replacement criteria or because they require excessive repair costs. The attached “2019 Rolling Stock Disposal Recommendation List” provides detailed information of the rolling stock recommended for final disposition including the reason for recommended disposal.

Recommended Action: It is recommended that the Board adopt Resolution No. 2018 – 09 with the final list disposition reviewed and approved by the NCRTD Property Disposal Committee.

Options/Alternatives:

- Take no action and the assets will remain on the District’s inventory; or
- Adopt the resolution (recommended) and notify the Office of the State Auditor’s Office

Fiscal Impact: Vehicles that are being sold at auction will need the decals removed in preparation for the auction; however, these costs should be offset by auction proceeds.

Attachments:
Resolution 2018 - 09
2019 Rolling Stock Disposal Recommendation List
North Central Regional Transit District (NCRTD)
Resolution 2018 – 09

APPROVAL TO DISPOSE ASSETS

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

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

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

WHEREAS, the NCRTD staff is entering its 11th year of providing public transit services in North Central New Mexico and, from time to time, has property that is worn-out, unusable or deemed obsolete to the extent that the item or items are no longer economical or safe for continued use by the District; and

WHEREAS, the NCRTD Property Disposal Committee met on April 6th, 2018 to inspect the recommended disposal of obsolete fleet and bus shelters. The listed property was determined to be obsolete and has met its useful life. The attached list “2019 Rolling Stock Disposal Recommendation List” describes all items approved by the committee and categorized by the final method of disposal.

NOW, THEREFORE BE IT RESOLVED THAT:

The North Central Regional Transit District Board approves the disposal of all reviewed and recommended obsolete fleet and assets (attachment 2019 Rolling Stock Disposal Recommendation List) as endorsed by the NCRTD Property Disposal Committee on April 6, 2018.

Adopted by the governing body of the North Central Regional Transit District on this 6th day of April 2018.

______________________________
Daniel R. Barrone, Chair

Approved as to form:

______________________________
Peter Dwyer, Counsel
### 2019 FLEET DISPOSAL RECOMMENDATION LIST

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<th>UNIT #</th>
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### JUSTIFICATION CODES

- **A** = MEETS OR EXCEEDS NMDOT REPLACEMENT AGE CRITERIA
- **B** = MEETS OR EXCEEDS NMDOT REPLACEMENT MILEAGE CRITERIA
- **C** = EXCESSIVE REPAIR COSTS EXCEEDING 75% OF PURCHASE PRICE TO DATE AND/OR IN NEED OF MAJOR REPAIRS

### NMDOT REPLACEMENT CRITERIA

- **VANS/CUTAWAYS/SMALL BUS (6,000-14,000) GVW AVERAGE COST ($30,000 to $40,000) 7 YEARS OR 175,000 MILES**
- **LIGHT DUTY MID-SIZED BUSES (10,000-16,000) GVW AVERAGE COST ($50,000 to $65,000) 8 YEARS OR 240,000 MILES**
- **MEDIUM DUTY BUSES (16,000-26,000) GVW AVERAGE COST ($75,000 to $175,000) 10 YEARS OR 285,000 MILES**
- **HEAVY DUTY SMALL BUSES (26,000-33,000) GVW AVERAGE COST ($200,000 to $325,000) 13 YEARS OR 455,000 MILES**
- **HEAVY DUTY LARGE BUSES (33,000-40,000) GVW AVERAGE COST ($325,000 to $600,000) 15 YEARS OR 625,000 MILES**
Title: Discussion and Consideration of Resolution No. 2018-10 Amending the Procurement Policy.

Prepared By: Hector E. Ordonez, NCRTD Finance Director

Summary: Resolution No. 2018-10 amends the existing Procurement Policy. The revisions made provide clarification and enhancement from the policy adopted in 2017 by making formatting and content which make our current policy easier to read and understand.

Background: The existing Procurement Policies were adopted on February 3, 2017 by Board Resolution 2017-06. Aligned with the District’s effort to constantly enhance our documents and ensure that policies are reliable, consistent, and up to date with State law and Federal requirements the organization decided to review and revise the current procurement policy this year. The proposed revisions and substantive changes aim to provide clarification to our current policy. The list of substantive changes is as follows:

- A table of contents was added
- Cross-references were updated throughout the document
- The following terms were added to our definitions section: (1) New Mexico Gross tax Receipts, (2) E-commerce, and (3) Sole source selection
- E-commerce was included as an allowable method to procure certain goods and services
- Cable Television, Radio and Internet services were added to the exceptions section
- Revised exemption for software purchases to include all new software as well as upgrades
- Revisions to the rules requiring fees and refunds for bid packets
- A negotiations clause under paragraph 9 which allowed for negotiations for construction services procured under the competitive sealed bid method was deleted (the practice is discouraged by the state of New Mexico)
- Changes to reflect that the District’s counsel should review and approve all District contracts to make sure that certain provisions are included in all District contracts to reflect state and federal requirements and best practices;
- Reorganization and clarification of mandatory procurement practices for procurements using federal funds.
- Formatting changes so that the District’s federal procurement policies flow in a manner consistent with our state procurement policies
**Recommended Action:** It is recommended that the Board consider adoption of Resolution No. 2018-10 Amending the adopted Procurement Policy and that the Board further authorizes the staff to make such non-substantive changes to the final policy as may be reasonably necessary to insure indexing, section numbering and other formal matters are corrected at the time of finalizing the document.

**Options/ Alternatives:**

- Take no action and continue utilizing the existing procurement policy; or
- Adopt the resolution, with modifications by the Board; or
- Adopt the resolution as presented (recommended)

**Fiscal Impact:** None

**Attachments:**

- Resolution 2018-10
- Revised Procurement Policy (redline)
ADOPTION OF A RESOLUTION AMENDING THE DISTRICT’S PROCUREMENT POLICY

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

WHEREAS, the Finance Committee at their March 23, 2018 meeting reviewed draft changes to the District’s Procurement Policy and have recommended consideration of those changes to the Board of Directors; and

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

NOW, THEREFORE BE IT RESOLVED BY THE NCRTD BOARD OF DIRECTORS THAT:

The request to amend the District’s Procurement Policy attached hereto is approved and adopted this 6th day of April 2018.

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

Daniel R. Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
North Central Regional Transit District

Procurement Policy
Amended and Adopted by Resolution No. 2018-0
on April 6, 2018

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# EXHIBITS

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North Central Regional Transit District

Procurement Policy Regulations

Amended and Adopted by Resolution No. 20187-06 on February 3April 6, 20187

Section 1. Purchasing Procedures

ARTICLE I.

PROCUREMENT

1. PURPOSE

The purpose of this Procurement Policy (hereinafter the District’s “Procurement Policy”) is to provide for the fair and equitable treatment of all persons involved in public purchasing by the North Central Regional Transit District (hereinafter referred as the “District”), to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The District has independent statutory authority pursuant to NMSA 1978, Section 73-25-6 (A) (3) and (47) to purchase property and therefore the District’s purchases are generally “exempt from the Procurement Code as otherwise provided by law” pursuant to NMSA 1978, Section 13-1-98 (HH). Pursuant to NMSA 1978, Section 73-25-5 (G) has limited authority to adopt procurement policies regarding methods for handling claims and demands regarding procurement disputes but no such similar restriction has been imposed on the District’s general procurement authority. To that end, this article shall govern all purchasing transactions of the District and shall serve to exempt the District from all provisions of the New Mexico Procurement Code, Secs. 13-1-28 through -199 NMSA 1978 excepting only the provisions relating to bid protests. Notwithstanding the District’s general exemption, this Procurement Policy is intended to be, and shall be interpreted in a manner consistent with, all relevant state and federal procurement statutes, rules and regulations and their common goals and objectives regarding the efficient and judicious use of tax-payer money. The District wishes to engage in best practices at both the state and federal level and shall seek to comply with both state and federal best practices wherever, in the Chief Procurement Officer’s opinion, compliance can be achieved with the highest standards for public procurements.

2. APPLICABILITY

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

Notwithstanding any other provision of this Procurement Policy to the contrary, all purchases with federal funds shall be subject to all relevant federal restrictions including but not limited to the federal practices and

1 The full text of NMSA 1978, Section 73-25-5 (G) (7) is as follows: “the board may ... (7) prescribe, in accordance with the Procurement Code [73-25-18 NMSA 1978], methods for auditing and allowing or rejecting claims and demands for: (a) the awarding of contracts for the construction of improvements, works or structures; (b) the acquisition of equipment; or (c) the performance or furnishing of labor, materials or supplies as may be required for carrying out the purposes of the Regional Transit District Act [73-25-1 to 73-25-18 NMSA 1978]”
restriction listed in Article 11-13 XI. When the procurement requires the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. When the funding source for the procurement requires that the State Procurement Code and other State purchasing requirements be followed, then the District will follow such regulations as required.

In the event of any inconsistency between the terms and conditions of this Procurement Policy and those of a valid and enforceable governmental contract, the latter will govern. The District may comply with the terms and conditions of any grant, gift or bequest that is consistent with law. The provisions of this Procurement Policy shall apply to all employees or other users authorized to make purchases on behalf of the District and all parties whose bid, offer or contract subjects them to these provisions. Purchasing for private or personal use, or use of the procurement process for such purpose, is prohibited.

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

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

Criminal violations can result in prosecution or penalties.

3. EXEMPTIONS

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

(1) Advertising;

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

(3) Books, periodicals, publications and subscriptions;

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

(5) Employee work-related travel allowances and expenses;

(6) Freight and delivery charges;

(7) Instruction/education/training, any or all related fees;

(8) Insurance premiums;

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

(10) Medical services and emergency/incidental medical services for and incidental to utilizing licensed medical professionals, but not including routine medical and psychological services;
exams or lab tests pursuant to drug testing, pre-hire examinations or examinations related to reasonable accommodation;

(12)(11) Memberships and dues;

(13)(12) Travel or shipping by common carrier or by private conveyance or to meals and lodging;

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

(15)(14) Postage or meter refills;

(16)(15) Real property;

(17)(16) Information Technology Maintenance Services;

(18)(17) Employment Agreements or Contracts;

(19)(18) Collective Bargaining Agreements or Contracts;

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

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

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

(23)(22) Agreements for the services of lobbyists;

(24)(23) Taxes, licenses and filing fees;

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

(26)(25) Intergovernmental agreements;

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

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

(28)

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

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

b.

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

e.
With a person that has an existing contract, that was subject to competitive solicitation, with another government or agency thereof;

iv.

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

(29) Works of art for public display;

(30) Goods for resale;

(31) Unscheduled repairs which necessitate disassembly diagnostics;

(32) Contracts for televising or documenting public meetings;

(33) Contracts for retirement and other benefits;

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

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

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

4. DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Authorized User means an employee who has been approved by management, and has received mandatory training in procurement, to conduct departmental purchasing.
**Bid** means a formal quote with a pre-determined set of specifications to which a bidder must answer or comply, which it details the goods or construction, and the price of the items solicited.

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

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

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

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

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

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

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

**Construction management services** means services related to the process of management applied to a construction project for any duration, from conception to completion of the project, to controlling the time, cost and quality of such. These may include but are not limited to performance of the following activities by the construction manager: a person whose activities include but are not limited to: monitoring and coordinating the work, schedules, personnel, equipment and materials of contractors with the activities of the District; developing and monitoring project costs, change orders and pay requests; insuring compliance with all contract documents and applicable laws, rules and regulations.

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

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

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

**Cooperative purchasing** means the use of a properly executed purchasing agreement with one or more additional public agencies to execute procurement.
Cost analysis means the evaluation of factual information concerning the cost of labor, material, overhead and other cost elements including profit which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of the procurement code, and a fee or profit, other than a fee based upon a percentage of cost, if any.

District means the North Central Regional Transit District.

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

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

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

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

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

Evaluation committee means a committee appointed for the purpose of evaluating responses to bids or proposals and to determine, in writing, which is the most advantageous to the District based on the evaluation factors set forth. The evaluation committee members will remain constant through award. Except as specified in Section 38 (b) of this Procurement Policy, the evaluation committee shall be appointed by the department manager for whose department the goods, services or construction are to be purchased.

Financial interest means (1) 

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

**Goods** means all tangible items, other than real property or construction, having a physical existence including, but not limited to, supplies, parts, equipment, materials, and printed materials.

**Gratuity or Kickback** means a payment, loan, subscription, advance, and deposit of money, service or anything of more than a nominal value, present or promised, unless consideration of substantially equal or greater value is received.

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

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

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

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

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

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

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

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

**Price agreement** means a form of IDIQ contract which requires the contractor to furnish specified items/services within the limitations of the contract, if any.

**Price analysis** means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in determining prices to be paid and costs to be reimbursed.

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

**Procurement** means (1) the buying, purchasing, renting, leasing, or otherwise acquiring or acquisition of any goods, licenses, services or construction; or (2), It also includes all functions that pertain to the procurement process, including description of requirement, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and/or contract administration.
**Professional services** means the services of practitioners in a field requiring a state license, or an advanced degree, or a highly specialized education, or a nationally recognized certification; or person providing such services. This term shall not include services provided by an employment agreements or contracts or collective bargaining agreements or contracts.

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

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

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

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

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

1. **Regular purchase order** means a purchase order with a fixed amount and cost, one which is used to procure a predetermined quantity at a predetermined price, and
2. **Open or Blanket Purchase Order** means a purchase order which is used for anticipated numerous or recurring small purchases at a predetermined price or pricing structure for up to one year. It is a type of IDIQ contract.

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

**Quote** means a binding, good-faith statement of the price at which a vendor is willing to provide to the District required goods, services, or construction.

**Request for Information / Interest (or RFI)** means all documents, whether attached or incorporated by reference, utilized for gauging interest in a future solicitation or for soliciting information to be used to develop specifications or a scope of work for services for an IFB, RFP, or RFQ, or for gauging interest in a future solicitation.

**Request for Proposals (or RFP)** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals for goods, services or construction.
Request for Qualifications (or- RFO) means all documents, whether attached or incorporated by reference, utilized for soliciting Statements of Qualifications for professional services.

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

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

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

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

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

Software or firmware update or upgrade means new software or an improvement to the functionality or security of existing computer software. There are two basic types:

(e) Minor—one in which the underlying software remains the same, and is usually identified by an incremental number change, such as “.1” or “.02”.

(e) Major—one in which the software itself changes, either to a new operating system or as a new version, typically identified such as “Version 8” or “Name 2012”.

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

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

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

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

(2)(d) A Letter or Memo of Justification is provided to the Finance Manager and Executive Director as documentation detailing the reason(s) why the source is the only one in the USA that provides the good(s) or service(s).

Specification means any description of the physical or functional characteristics or of the nature of a good, service or construction item. It may include a description, any requirement for inspecting, testing or preparing a good, service or construction item for delivery.
Statement of Qualifications (or SOQ) means a formal documentation of experience or expertise for the purpose of obtaining information to permit the evaluation of the person most highly qualified to provide the required services.

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

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

ARTICLE II.

ROLES AND AUTHORITY OF THE CHIEF PROCUREMENT OFFICER AND EXECUTIVE DIRECTOR

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

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

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

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

(2) Develop procedures to sell, trade, or otherwise dispose of surplus goods belonging to the District;
iii. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the goods, services or construction;

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

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

vi. Establish and administer a District Procurement Card program.

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

7. Delegations to other District Officials.

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

8. Authority to execute contracts.

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

(a)

(b) Contracts.

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

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

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

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

(2) The authority granted in Subsections (b) (1) is subject to the following conditions:
   i. The goods, services, or construction was procured in accordance with this Procurement Policy as determined by the Chief Procurement Officer;
   ii. The contract is in a form acceptable to the District’s Legal Counsel;
   iii. There is no local, state or federal requirement that the chief elected official or other official must sign the contract;
   iv. Approval by the District Board if the purchase is in excess of $100,000.00.

(3) The Executive Director’s power to delegate authority to execute contracts is limited to the contract amount of $100,000.00, exclusive of NMGRT, or less.

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

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

ARTICLE III.

SOURCE SELECTION METHODS

9. Competitive Sealed Bids

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

(a) Conditions for use. Contracts of the District shall generally be awarded by competitive sealed bidding except as otherwise provided herein. Exempt purchases under Section 3, purchases requiring Requests for Proposals under Section 110, purchases requiring Requests for Qualifications under Section 124, small purchases under Section 132, sole source purchases under Section 143, and emergency procurements under Section 164 and purchases under a valid existing contract by another procuring governmental entity shall not be subject to this general requirement.

(b) Invitation for bids. An IFB shall be issued and shall include specifications and a sample of the standard contractual terms and conditions applicable to the procurement.
(c) Public notice. Adequate public notice of the IFB shall be given a reasonable time, but not less than 15 calendar days prior to the date set for opening of the bids. Re-solicitations shall be given public notice for a minimum of 10 days prior to the date set for opening of the bids. The publication of such notice shall be in a newspaper of general circulation within the District. Such public notice shall state the title, place, date and time of bid opening.

(d) Bidders list. The Chief Procurement Officer shall send copies of the IFBs to include, but not be limited to, those persons that have formally requested from the District the IFB documents for submitting bids for particular categories of goods, or construction, and which have paid in advance any required fees. The Chief Procurement Officer may set fees or deposits for different IFBs. The District may provide electronic copies of documents, free of charge in its sole discretion, but will generally charge fees for copies of plat and pan documents and hard copies of all other documents. Such fees shall be related to the actual direct cost of furnishing copies of the IFBs to the prospective bidders. Any deposit, less delivery charges, shall be refunded if the documents for bid are returned in usable condition within the time specified in the documents for bid, which time limits shall be no less than ten calendar days after the date of the bid opening. All forfeited deposits shall be credited to the District.

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

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

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

(h) Negotiations. If the low responsive and responsible bid for a construction project exceeds available funds as certified by the Finance Manager and such bid does not exceed such funds by more than ten percent (10%), the Chief Procurement Officer is authorized, when time or economic considerations preclude resolicitation of work of
a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

(3) Should negotiation fail to reduce the cost, the Chief Procurement Officer may then negotiate with the next lowest bidder:

(4) Should negotiation again fail bidder to reduce the cost, the Chief Procurement Officer may then negotiate with the next lowest or cancel the bid.

(hi) **Award.** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. An award may be made on an all-or-nothing or multiple source basis consistent with Section 19 (b), whichever is the most advantageous to the District.

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

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

(1) Award pursuant to the multiple source award provision of section 19 (b);

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

(2)

(3) Reject all bids and re-solicit bids for the required goods, services, or construction.

10. **COMPETITIVE SEALED PROPOSALS REQUESTS FOR PROPOSALS (RFPS) AND REQUEST FOR QUALIFICATIONS (RFQS).**

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

11. **CONDITIONS FOR USE OF RFPS.**

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

(a) **Issuing the RFP.** Proposals shall be solicited through an RFP which shall be issued and shall include the specifications for the goods, services or construction, a sample copy of the proposed contract terms applicable to the procurement unless waived by the Purchasing Agent, additional requirements specific to a particular procurement as may be in the best interest of the District, the location where proposals are to be received, the date and time and place where proposals are to be received.
Multistep RFPs. When, because of the unique set of qualifications needed the Chief Procurement Officer considers it impractical to prepare initially a solicitation which includes price, an RFP may be issued requesting the submission of Statement of Qualifications (SOQs) which include a separate sealed price proposal, or may be followed by an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the first solicitation.

Public notice. Adequate public notice of the RFP shall be given in the same manner as provided in Section 9 (c).

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

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

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

Evaluation of the RFP. Interviews are only for the purpose of clarification, and may be used for adjusting the initial score. The final evaluation results shall be forwarded to the Purchasing Agent.

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

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

12. Conditions for use of RFQs

When the Chief Procurement Officer determines in writing, based on written justification provided by the user department that the use of an IFB or RFP is either not practical or not advantageous to the District in soliciting professional services, a contract may be entered into by use of competitive sealed RFQs. The Chief Procurement Officer shall publicly issue an RFQ for professional service providers to submit a Statement of Qualifications and to negotiate such contracts on the basis of demonstrated competence and qualifications and performance date.

(a) Issuing and processing the RFQ. The RFQ will be handled in the same manner as in Section 11(a)-(e) subsections (1) through (7) of Section 10(a) above except for a price proposal, which is not used.

(b) Selection process. The evaluation committee shall select, ranked in the order of their qualifications, the person(s) deemed to be the most highly qualified to perform the required services, after considering the following criteria:

(1) Specialized design or technical competence of the person regarding the type of services required;

(1) Capacity and capability of the person, including any consultants, their representatives, qualifications, and locations, to perform the work, within the time limitations;

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

(3) Any other criteria as deemed necessary.

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

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

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

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

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

14. SOLE SOURCE PROCUREMENT

A contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service or construction item in the USA. A sole source selection may also result when there is only one respondent to an RFI as in Section 36-3(3). The Chief Procurement Officer or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of these procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, a letter or memo of justification documenting the reason for the selection of the source, and the identification number of each contract file. Notice publication of proposed sole source contracts shall be listed on the District's website for 30 days prior to award of any sole source contract exceeding $20,000 in value.

15. E-COMMERCE

E-commerce is an allowable mean to conduct procurements, when utilized, full and open competition must be addressed in compliance with the New Mexico Procurement Code, Secs. 13-1-28 through -199 NMSA 1978. A written explanation must be required by the person selecting E-commerce and documented when using of E-Commerce. Please call the Chief Procurement Officer prior to use of this alternative.

14.16. Emergency procurements

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

ARTICLE IV.

ACTIONS PRIOR TO AWARDING CONTRACTS

15.17. CANCELLATION OF SOLICITATIONS

Cancellation of solicitations.

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

16.18. RESPONSIBILITY OF BIDDERS AND OFFERORS

Responsibility of bidders and offerors.

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

The Chief Procurement Officer shall verify the responsibility of bidders and offers to the extent reasonably
practicable and necessary. Criteria for determining the responsibility of bidders and proposers shall include but
not be limited to the following:

(a) For federally funded procurements over $25,000.00 the Chief Procurement Officer will search SAM.gov;
(b) The business has not been debarred or suspended under New Mexico laws (NMSA 1978, Section 13-1-179 and 180);
(c) The business is solvent;
(d) The business is duly incorporated;
(e) The business is authorized to conduct business and in good standing with all state and local registration
requirements including current business registrations, and business licenses;
(f) The business has or will be obtain applicable insurance;
(g) The business meets any relevant bonding requirements;

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

197. MINOR IRREGULARITIES IN BIDS, PROPOSALS AND OFFERS

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

If the Chief Procurement Officer receives a written request for clarification regarding any portion of a bid, proposal or other submission the Chief Procurement Officer shall give a written determination to any interested party including competing bidders or offerors of his/her determination regarding the materiality of the irregularities, errors or ambiguous language. If the Chief Procurement Officer deems the material in question to be material to the determination of responsibility under Section 16 above or to be potentially detrimental to the interests of the District or the fairness of the award process the Chief Procurement Officer may elect to deem the bid, proposal or offer non-responsive to the solicitation and shall give written notice to all interested persons or businesses of his/her determination.

1208. COST OR PRICING DATA

(a) Required submissions relating to the award of contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed $500,000.00 and is to be awarded by competitive sealed proposals (Section 910) or by sole source procurement (Section 142). The submission of cost or pricing data relating to the award of a contract is not required when:

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

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

(3) The contract price is set by law or regulations;

(4) The contract is for professional services;

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

(6) The Chief Procurement Officer determines in writing that the requirements of this Section may be waived, and the determination states the reasons for such waiver.
(b) Required submissions relating to change orders or contract modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustment to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in cost, plus applicable profits, that are expected to exceed ten percent (10%) of original contract price. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

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

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

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

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

### 2149. — COST OR PRICE ANALYSIS

Cost or price analysis.

A cost analysis or price analysis, as appropriate, shall be conducted by the evaluation committee or Project Manager prior to award of the contract when required under section 16. A written record of such analysis shall be made part of the contract file.

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

(1) Specific elements of costs;

(2) The necessity of certain costs;

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

(4) The reasonableness of allowances for contingencies;

(5) The basis used for allocation of indirect costs;

(6) The appropriateness of particular indirect costs to the proposed contract; and
(7) The reasonableness of the total cost or price.
(2) —
(2) — The reasonableness of the total cost or price.

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

(1) Prior price quotations and contract prices charged by the bidder, offeror or contractor;

(2) Prices published in catalogues or price list;

(3) Prices available on the open market; or

(4) In-house estimates of cost.

17. Bid and performance bonds on goods or service contracts.

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

ARTICLE V.

CONTRACTS

230. Types of contracts.

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

(a) Multi-term contracts.

(1) Specified period. A contract can be for multiple fiscal periods, as needed. Unless otherwise provided by law, a contract for goods or services may be entered into for any period up to four years, subject to the following provisions:
a. That the term of the contract and conditions of renewal or extension, if any, are included in the solicitation;

b. Renewals or extensions may be for up to three consecutive one-year periods;

c. Funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof;

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

e. Construction contracts are exempt from the limit.

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

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

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

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

(b) Multiple source contracting.

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

(2) Limitations on use. A multiple source award may be made when an award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source awards shall be made in accordance with the provisions of Sections 9 through 124, and 13, as applicable. Multiple source awards shall not be made when a single award will meet the District’s needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the bids. Any such awards shall be limited to the least number of suppliers necessary to meet valid requirements.
(3) Contract and solicitation provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract; provided, however, that:

   a.i. The District shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; or

   b.ii. The District shall reserve the right to take bids separately if the Chief Procurement Officer approves a finding that the goods or service available under the contract will not meet a special need of the District.

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

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

(c) Price agreements.

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

       a.i. Limitations on Use. A price agreement may be awarded subject to the provisions in Sections 9 through -132 and 2049(b).

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

(d) Administrative Grouping of Requirements for Inventory

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

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


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

1. The unilateral right of the District to order, in writing, changes in the work within the scope of the contract;

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

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

4. Defective pricing;

5. Liquidated damages;

6. Specified excuses for delay or nonperformance;

7. Termination of the contract for default;

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

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

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

   a. The contract is negotiated; or

   b. The contractor provides the site or design; or

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

   d. Insurance;

11. Federally required contract clauses;
(12) Appropriations clauses;

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

e.

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

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

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

3. By the costs attributable to the events or situations under such clauses with adjustments of profit or fee, all as specified in the contracts or subsequently agreed upon;

4. In such other manner as the contracting parties may mutually agree upon;

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

6. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 20196.

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


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


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

21.27. *Right to audit records.*

(a) *Audit of cost or pricing data.* The District may, at reasonable times and places, with written notice, audit the records of any contractor who has submitted cost or pricing data pursuant to Section 20196, to the
extent that such records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such records that are pertinent to such cost or pricing data for six years from the date of final payment under the contract.

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


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

23. District procurement records.

(a) Public access to procurement information. Procurement information shall be public record to the extent provided in the Inspection of Public Records Act.

(b) Contract file. All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the District in a contract file by the Chief Procurement Officer. The documents attached to this policy are illustrative only and are subject to modification and change at the discretion of the Chief Procurement Officer.

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

ARTICLE VI.

SPECIFICATIONS

30. Maximum practicable competition.

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

31. Qualified products list.

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

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

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

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

(c) *Required characteristics.* Unless the Chief Procurement Officer determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specification shall include a description of the particular design, functional or performance characteristics which are required.

(d) *Nonrestrictive use of brand name or equal specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard quality, performance and characteristics desired and is not intended to limit or restrict competition.

(e) *Exemption.* Small purchases described in Section 133(b) are exempt from this provision.

27.33. **Brand name specification** specifications.

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

(b) *Competition.* The Chief Procurement Officer shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 142.

(c) *Exemption.* Small purchases described in Section 134(b) are exempt from this provision.

28.34. **Item Life-cycle** specifications.

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

35. **Total cost specifications**

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

36. **Complex specifications**

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

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

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

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

(a) The decision to use the RFI process is made by the Chief Procurement Officer through discussions with the requesting department. Since the RFI process does not conclude with a contract award, suppliers are not asked to provide pricing and delivery information.

(b) The Chief Procurement Officer and the department develop a general description of the product or service that is required.

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

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

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

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

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

(g) The user department shall provide as much information as feasible to the Chief Procurement Officer for development of the RFI.

The Chief Procurement Officer shall prepare the RFI and process it as in Section 10.

Upon receipt of the Information:
If from multiple sources, the user department shall make a good faith effort to combine the various inputs into a coherent whole; or

(4) If from only one source, the department may use the document as the basis for a sole source justification.

(4) The information assembled in Subsection (c) (1) above shall be used as the basis for an IFB or RFP.

ARTICLE VII.

PROCUREMENT OF CONSTRUCTION MANAGEMENT AND CONSTRUCTION SERVICES

37. Selection of construction management.

The Project Manager shall have discretion to:

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

(b) Select which method of solicitation for construction management applies for a particular project, either as a single-step or multi-step RFP as in Section 110, or as an RFQ in Section 12II Article III.

38. Bid security.

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

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

(c) Rejection of bids for noncompliance with bid security requirements. When the IFB requires security, noncompliance requires that the bid be rejected unless it is determined the bid fails to comply only in a non-substantial manner with the security requirements.

(d) Withdrawal of bids. If a bidder is permitted to withdraw its bid before award as provided in Article III Section 9 (g) no action shall be taken against the bidder or the bid security.


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

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

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

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

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

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

### 33.40. Copies of bond forms

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

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

(a) **Source selection.** The Chief Procurement Officer shall publicly issue either a multi-step RFP as in Section 10(ba) or an RFQ as in Section 110(b) of Article III for the procurement of architect-engineer and land surveying services.

(b) **Selection process.** An evaluation committee will be appointed by the Executive Director or his designee for general District departments, requiring architect-engineer or land survey services. The committee shall select, ranked in the order of their qualifications, those firms submitting SOQs...
deemed to be the most highly qualified to perform the required services, after considering the following criteria:

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

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

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

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

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

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

35.42. CONSTRUCTION PROJECTS.

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

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

36.43. Design-build projects.

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

(2) Time constraints for delivery of the project;

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

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

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

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

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

(1) During phase one, an RFQ shall be prepared for an engineer or architect teamed with a New Mexico licensed contractor in accordance with Section 410, the RFQ section 38, and shall include minimum qualifications, a scope of work statement and schedule, documents defining the project requirements, and a description of the phase two requirements and subsequent management needed to bring the project to completion. The qualifications of responding persons shall be evaluated and a maximum of five firms shall be short listed in accordance with technical and qualifications-based criteria; and

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

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

ARTICLE VIII

SUSPENSION OR DEBARMENT

38.44 Authority to suspend or debar.

(a) Suspension. After consultation with the District’s Legal Counsel, the Chief Procurement Officer is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months.
(a) **Debarment.** After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Chief Procurement Officer, after consulting with the District’s Legal Counsel, and notice to the Executive Director, is authorized to debar for cause a person from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include the following:

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

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

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

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

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

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

(7) Failure to disclose any of (1) through (6) the causes listed above in a solicitation, as may be requested.

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**40.45. Decision**

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

**41.46. Notice of decision**

A copy of the decision required by Section 4542 shall be mailed, postage pre-paid certified mail return receipt requested or otherwise furnished immediately to the suspended or debarred person.

**47. Finality of decision**

A decision under Section 4432 shall be final and conclusive unless the suspended or debarred person within 15 calendar days after receipt of decision takes an appeal to the District Board.
48. **APPEAL.**

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

**ARTICLE IX-VIII.**

**PROTESTS, APPEALS AND REMEDIES**

49. **Authority to resolve protested solicitations and awards.**

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

The Chief Procurement Officer is responsible to address, process, and exercise the following:

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

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

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

(d) **Decision.** If the protest is not resolved by mutual agreement, the Chief Procurement Officer shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the District Board. A copy of the decision of the Chief Procurement Officer shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.
(e) **Appeal.** Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Director’s office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

(f) **Decisions final.** A decision of the District Board under this section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

(g) **Stay of procurements during protests.** In the event of a timely protest under subsection (a) of this section, the Chief Procurement Officer shall not proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.

(h) **Entitlement to costs.**

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

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

45.50. **Contract Claims**

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

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

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

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

(d) **Appeal.** Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the District Board shall be de novo.
(e) Decisions by Board final; exception. A decision of the District Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

46.51. Remedies for solicitations

REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

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

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

(c) After award. If, after an award, the Chief Procurement Officer, after consultation with the District Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:

(c) 1. If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

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

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

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

52. Procurement violations

PROCUREMENT VIOLATIONS.

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

ETHICS IN PUBLIC CONTRACTING

48.53. **Employee conflict of interest**

(a) Unless waived under Section 5764, it shall be unethical and unlawful for any District employee to participate directly or indirectly in any procurement when the District employee knows that:
   
   (1) The District employee or any member of the District employee's immediate family has a financial interest pertaining to the procurement; or
   
   (2) Any other person with whom the District employee or any member of a District employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

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

49.54. **Gratuities and kickbacks**

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

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

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

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

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

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

50.55. **Prohibition against contingent fees**

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

51.56. Contemporaneous employment

CONTEMPORANEOUS EMPLOYMENT.

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

24. WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT

WAIERS FROM PROHIBITION AND in contemporaneous employment prohibiOTION andR CONFLICTS OF INTEREST, other conflicts of interest.

57.

The District Board may grant a waiver from the employee conflict of interest provision (Section 5320) or the contemporaneous employment provision (Section 5654) upon making a written determination that:

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

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

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

(c) Use of confidential

USE OF CONFIDENTIAL INFORMATION.

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

54.59. Sanctions

SANCTIONS.

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

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

(1) Oral or written warning or reprimands;

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

(3) Termination of employment.

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

(2) Termination of contracts; or

(3) Suspension or debarment as provided in Section 4544.

60. RECOVERY OF VALUE TRANSFERRED transferred or received in OR RECEIVED IN VIOLATION OF THE CODE violation of the Code.

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

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

ARTICLE XI. –

FEDERALLY FUNDED PROCUREMENT REQUIREMENTS

61. FEDERAL TRANSIT ADMINISTRATION BEST PRACTICES.

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


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

(a) Micro-Purchases;

(b) Small Purchases;

(c) Large Purchases;

(d) Sole Source Purchases; and

(e) Single-Bid Purchases.

The FTA compliant best practices do not apply to:
(a) Employment Contracts;
(b) Real Estate Contracts; and
(c) Intergovernmental Agreements.

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

1. Maintain for three years from the date of final payment under the contract all books, documents,
papers, and records pertinent to the contract; and
2. Provide to the district, the federal grantor agency, the Comptroller General of the United States, or
any of their duly authorized representatives access to such books, documents, papers, and records
for the purposes of examining, auditing, and copying them.

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

1. Giving notice to the contractor of the applicable grantor agency requirements and regulations
concerning reporting of and rights to any discovery or invention arising out of the contract; and
2. Requiring a contractor to include a similar provision in all subcontracts involving research and
development, experimental, or demonstration work.

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

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

(i) equal employment opportunity;
(ii) fair labor standards;
(iii) energy conservation;
(iv) environmental protection; or
(v) other similar socioeconomic programs,
the Chief Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

63. Buy American requirements.
If a district contract is being funded in whole or in part by assistance from a federal agency, the district
shall adhere to the appropriate buy American requirements of the federal agency providing the assistance.

64. Energy conservation.
If a district contract is being funded in whole or in part by assistance from a federal agency, the district's
solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and
policies which are contained in the state energy conservation plan issued in compliance with the Energy

Small, women-owned and minority business enterprises.
(a) Expand participation. If a district contract is being funded in whole or in part by assistance from a federal
agency, the Chief Procurement Officer shall take affirmative steps to ensure that small, women-owned, and
minority businesses are utilized when possible as sources of supplies, services, and construction items.
(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

— (1) Including qualified small, women owned, and minority businesses on solicitation lists;
— (2) Ensuring that small, women owned, and minority businesses are solicited whenever they are
potential sources;
(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

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

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

c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

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

66. Architectural and engineering services
(a) If a district contract is being funded in whole or in part by assistance from a federal agency, the district shall use qualifications-based competitive proposal procedures when contracting for architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

1. An offeror's qualifications be evaluated;
2. Price be excluded as an evaluation factor;
3. Negotiations be conducted with only the most qualified offeror; and
4. Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the district.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(d) The district will use article III, source selection and contract information, division I, professional and technical services procurement to procure architectural and engineering services in accordance with the district's procurement code as amended.

67. Federal Transit Administration Best Practices
FTA Best Practices Procurement & Lessons Learned Manual was updated in October of 2016 as FTA Circular 44201 F which can be found at

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

- Micro-Purchases,
- Small Purchases,
- Large Purchases,
- Sole Source Purchases, and
- Single-Bid Purchases

The FTA compliant best practices do not apply to:

- Employment Contracts,
- Real Estate Contracts, and
- Intergovernmental Agreements.


6268. RELATIONSHIP TO FTA Master Agreement

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

63. ENSURING MOST EFFICIENT AND ECONOMIC PURCHASE.

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

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

64. COST & PRICE ANALYSIS.

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

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

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

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

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

To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
A “Price and Cost Analysis Form” must be submitted to the Chief Procurement Officer prior to issuing any solicitation. See Exhibit G.

65. FEDERAL COST PRINCIPLES.

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

66. FULL AND OPEN COMPETITION.

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

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

67. RESTRICTIVE COMPETITION.

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

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

68. PRE-QUALIFICATION OF BIDDERS.

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

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

ARTICLE XII.

FEDERALLY FUNDED PROCUREMENT - METHODS

7069. Written Record

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

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

(b) Selection of contract type;

(c) Reasons for contractor selection or rejection; and

(d) The basis for the contract price.

713. Procurement documentation

Where appropriate, the file contains:

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

(b) Evidence of availability of funds;

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

(d) List of sources solicited;

(e) Independent cost estimate;

(f) Description of work/scope of services;
(g) Copies of published notices of proposed contract action;

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

(i) Liquidated damages determination;

(j) An abstract of each offer or quote;

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

(l) Source selection documentation if applicable;

(m) Contracting Officer's determination of contractor responsiveness and responsibility;

(n) Cost or pricing data;

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

(p) Purchase Requisition indicating availability of funding;

(q) Notice of award;

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

(s) Record of any protest;

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

(u) Required insurance documents; and

(v) Notice to proceed

4. Contract Administration File. In order to ensure a sound and complete agreement, the Chief Procurement Officer will ensure the Contract/Purchase Order File Index is accurate, complete, and included in the master file. (Exhibit A)

Where appropriate, the file contains:

- Purchasing Department Tracking Sheet
- Executed contract and notice of award
- Bond-related documents
- Insurance documentation
- Post-award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.
In order to ensure a sound and complete agreement, the Chief Procurement Officer will ensure the Contract/Purchase Order File Index is accurate, complete, and included in the master file. (Exhibit A)

5. Awards to Responsible Contractors.
The District shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The debarred and suspended list will also be checked. Departments must submit the attached Responsibility Determination Form to the Chief Procurement Officer prior to the issuance of an award. (Exhibit 72-B)

6. Methods of solicitation

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


- The Chief Procurement Officer on behalf of the District—You may choose:
  
  (a) Micro purchases only for contract amounts less than $1,000; or
  
  (b) Small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently $10,000); or
  
  (c) Best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the District’s procurement; or
  
  (d) Brand Name or Equals; or
  
  (e) Non-competitive Proposals (Sole Source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.; or
  
  (f) Sealed Bids where:
    
    (1) You have a complete, adequate, and realistic specification or purchase description;
    
    (2) Two or more responsible bidders are willing and able to compete;
    
    (3) The procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price;
    
    (4) No discussion with bidders is needed after receipt of offers;
    
    Competitive procurement that include proposals such as RFP or RFQ, or noncompetitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.
best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the "best value" to the District’s procurement.

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

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

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

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

7. Micro-Purchases.

Procurement by micro-purchases are those purchases under $1,000.00. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over $2,000.

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

74. SMALL PURCHASES.

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

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

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

75. BEST VALUE.

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

76. BRAND NAME OR EQUAL.

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

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

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

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

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

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

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

(c) FTA authorizes noncompetitive negotiations;
(d) After solicitation of a number of sources, competition determined inadequate; or

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

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

789. Sealed Bids

Sealed/INVITATION FOR BID invitation-for-Bid (IFB)

Competitive proposals and sealed bid transactions will be conducted in a manner to provide maximum open and free competition consistent with FTA Circular 4220.1F "Third Party Contracting Guidance," and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments," Located at: [http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr18_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr18_00.html)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

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

In order for sealed bidding to be feasible, the following conditions should be present for a sealed bid to be acceptable:

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

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

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

(d) No discussion with bidders is needed.

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

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

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

(c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
(d) The Bid Summary Sheet, Bid Checklist, and Bid Cost Factors Forms (Exhibits K, D & E–) will be completed by the procuring department and forwarded to the Purchasing Department for review—to be placed in the master file;

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

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

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

The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the “best value” to the Procuring Agency as defined in Section 7546, Definitions. If the grantee elects to use the best value selection method as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a “best value” basis.

### 79.10. Competitive Proposal

**COMPETITIVE PROPOSAL/REQUEST FOR PROPOSAL**

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

(a) Requests for proposals will be publicized;

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

(c) Proposals will be solicited from an adequate number of qualified sources.
(d) Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Chief Procurement Officer for approval and inclusion in the master file.

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

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

The Brooks Act requires that:

1. An offeror’s qualifications are evaluated;
2. Price must be excluded as an evaluation factor;
3. Negotiations be conducted with only the most qualified offeror; and
4. Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee. This “qualifications-based procurement method” can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

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

12. Noncompetitive Proposals (Sole Source).
Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

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

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. FTA authorizes noncompetitive negotiations;
4. After solicitation of a number of sources, competition determined inadequate; or

5. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

13. Best Value

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

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

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

(a) An offeror's qualifications are evaluated;

(b) Price is **NOT** an evaluation factor;

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

(d) If an agreement on price fails, negotiations with the next most qualified offeror can be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

This qualifications-based procurement method can only be used for the procurement of A&E services and cannot be used to obtain other types of services even if such services are offered through an A&E firm.

81. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.

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

8244. **THE TRADITIONAL CONSTRUCTION PROCESS - DESIGN/BID/BUILDING.**

The Traditional Construction Process - Design/Bid/Build.

It has been traditional in the construction industry to employ an architect/engineer (A/E) to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as sequential design and construction. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.
Advantages - A major advantage of the sequential design and construction approach is that complex or one-of-a-kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

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

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

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

84. ADVERTISING AND PUBLICIZING SOLICITATION.

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation’s due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance. The Chief Procurement Officer shall place copies of all advertising and publicized solicitation material in the related master file.

85. PRE-BID AND PRE-PROPOSAL CONFERENCES.

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

ARTICLE XIII.

FEDERALLY FUNDED PROCUREMENT- SELECTION

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

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

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


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

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

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

Include the language contained in Appendix 1 in all Bids/RFP/RFQ.

17. Costing and Pricing.

Ensuring Most Efficient and Economic Purchase

Departments, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the Chief Procurement Officer annually. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The District considers various procurement sources to ensure economical purchases including, but not limited to GSA, State of New Mexico, and municipal cooperatives.


Departments must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4/20.1E Sec.10). Departments must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators.

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

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

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

→ Price Analysis

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

→ Profit

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

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

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

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

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

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

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

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

All departments must submit all required forms to the Chief Procurement Officer prior to issuance of an award letter.

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.
(a) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;

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

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

(0) Fifty percent of the contract price if the contract price is not more than $1 million;
(0) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
(0) Two and a half million dollars if the contract price is more than $5 million.

(a) A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

22. Brand Name or Equals.
Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used.
Departments shall use a “brand name or equal” description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use “brand name or equal” must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

23. Conflicts of Interest.
Employees, officers, board members, or agents of the NCRTD are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists (See Exhibit H – Disclosure Statement). The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add-on) construction work resulting from the design.
“In order to prevent real or apparent conflicts of interest, the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

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

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

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

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


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

87. CONFLICTS OF INTEREST.

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

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

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

27. Advertising and Publicizing Solicitation.

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation’s due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance. The Chief Procurement Officer shall place copies of all advertising and publicized solicitation material in the related master file.

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

88. AWARDS TO RESPONSIBLE CONTRACTORS.

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

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

89. EVALUATION OF BID ALTERNATES.

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

90. EXERCISE OF BID ALTERNATES.

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

91. BONDING REQUIREMENTS.

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

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

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

(c) A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
(1) Fifty (50) percent of the contract price if the contract price is not more than $1 million;

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

(3) Two and a half million dollars ($2.5 million) if the contract price is more than $5 million.

(d) A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with the criteria.

29. Evaluations of Bid Alternates.

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

30. Exercise of Bid Alternates.

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

92. PROTEST PROCEDURES.

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

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

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

93. HEARING PROCEDURE.

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

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

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

ARTICLE XIV.

FEDERALLY FUNDED PROCUREMENT- CONTRACTS

94. TYPES OF CONTRACTS.

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

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

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

(b) Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.

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

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

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

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

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

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

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

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

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

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

**Cost Plus Percentage of Cost Contracts (CPPC)**- The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

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

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

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

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

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

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

**95. CONTRACT ADMINISTRATION FILE.**

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

(a) Purchasing Department Tracking Sheet;
(b) Executed contract and notice of award;
(c) Bond-related documents;
(d) Insurance documentation;
(e) Post-award correspondence;
(f) Notice to proceed;
(g) Approvals or disapprovals of waivers and deviations;
(h) Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.

**96. NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS.**

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

(a) Equal employment opportunity;
(b) Fair labor standards;
(c) Energy conservation;
(d) Environmental protection; or
(e) Other similar socioeconomic programs.

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

General

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

Fixed Price v. Cost Reimbursement

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

1. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
2. Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
3. Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
4. Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

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

Fixed-price contracts

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

Cost-reimbursement contracts

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

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

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

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

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

Labor / Hour Contracts

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

Cost Plus Percentage of Cost Contracts (CPPC)

The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

Out of Scope Changes

An “out of scope change” is a contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement. Please use the sole source policies for this type of action. FTA Circular 4220.1E, paragraph 9(f).

Contract Term Limitation

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

Revenue Contract

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

Tag-ons

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

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

**E-Commerce**

E-Commerce is an allowable means to conduct procurements. If an E-Commerce solicitation will be utilized, full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A written procedure will be required prior to use of E-Commerce. Please call the Purchasing Office prior to use of this alternative.

**32. Payments.**

**Advance Payments**

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

**Progress Payments**

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

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

**9733. Contract Provisions**

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

- **(a)** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
- **(b)** Termination for cause and for convenience by the District or sub grantee including the manner by which it will be executed and the basis for settlement. (All contracts in excess of $10,000.)

**Liquidated Damages Provisions.**

The District may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the District must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages
shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Architectural and Engineering Services Conflicts of Interest

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

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

98. PATENTS IN CONTRACTS.

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

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

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

99. COPYRIGHTS AND RIGHTS IN DATA ADDRESSED IN CONTRACTS.

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

100. BUY AMERICAN PRODUCTS CLAUSE.

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

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

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

101. ENERGY CONSERVATION CLAUSE.

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

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

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

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

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

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

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

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

103. LABOR SURPLUS AREA BUSINESS CLAUSE.

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

104. FLOW DOWN OF FTA CLAUSES.

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

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

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

(a) Progress payments are only made to the contractor for costs incurred in the performance of the contract; and

(b) The grantee must obtain adequate security for progress payments adequate security may include taking title, letter of credit or equivalent means to protect the grantee’s interest in the progress payment.

34. Flow down of FTA Clauses.

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

A full text of all Contract Clauses from FTA Best Practices Manual may be found here.

35. Buy America.

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than $100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the District shall review the circumstances and determine if it should request a waiver form the FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that it is in the public’s best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products.

See FTA’s Buy America web pagehttp://www.fta.dot.gov/legal/buy_america/14456_ENG_HTML.htm for additional information on requirements.

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

106.36. Lobbying.

Contractors who apply or bid for an award of $100,000 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying.” Each level of FTA fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award.
covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor.


Certifications attached as Exhibit O

FTA Federally Required and Other Model Contract Clauses – Exhibit P

107. CONTRACTOR RECORDS.

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

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

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

ARTICLE XVII.

IMPLEMENTATION OF AMENDMENTS

10837. SEVERABILITY.

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

10938. EFFECTIVE DATE.

These policies shall be effective upon adoption.
EXHIBITS
North Central Regional Transit District
Contract / Purchase Order File Index
(For Sealed Bids Only)

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

<table>
<thead>
<tr>
<th>Section A - Solicitation Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tab #</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1</td>
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<td>12</td>
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<tr>
<td>13</td>
</tr>
<tr>
<td>14</td>
</tr>
<tr>
<td>15</td>
</tr>
</tbody>
</table>

Sealed Bid No._________
Contract Administrator: ____________________
Date: ________________
INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with “NA” in the Tab Column.

### Section B – Award Documents

<table>
<thead>
<tr>
<th>Tab #</th>
<th>Document(s)</th>
<th>Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rationale for Method of Procurement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of Each Bid</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Late Bid – Bid Errors</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bid Analysis / Tabulation Sheet</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Technical Evaluation &amp; Pre-Award Survey</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Affirmative Action Evaluation / DBE Plan</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Bidder’s Responsibility Determination</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Price Analysis</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Record of Negotiation for Single Bid</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Justification of Contract Type</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Award Recommendation Memo</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Board Resolution</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Notice of Award</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Notice to Unsuccessful Bidders (Bond, Check Returns)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FTA Approval</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Legal Review of Contract Documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Document</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bond &amp; Certificate of Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notice to Proceed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Purchase Order</td>
<td></td>
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</tbody>
</table>
### Section C – Contract Administration Documents

<table>
<thead>
<tr>
<th>Tab #</th>
<th>Document(s)</th>
<th>Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Post Award Conference</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Status Reports</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Change Notices/Modifications /Change Orders</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Site Visit Reports</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Progress Meeting Minutes</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Quality Assurance Records</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Termination / Stop Work Notices or Resolution Plan</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Invoices and Check Requests</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Records of Payments</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Notice of Substantial Acceptance</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Notice of Claims</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Release of Claims / Bonds</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Assignments</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Notice of Final Payment</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Audit Reports</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Liquidated Damages</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Close Out Documentation</td>
<td></td>
</tr>
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</table>
North Central Regional Transit District  
Contract / Purchase Order File Index  
(For RFP Only)

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<th>Tab #</th>
<th>Document(s)</th>
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<tr>
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<tr>
<td></td>
<td>Rationale for Method of Procurement</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Specifications / Statement of Work</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Justification for Procurement</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cost Estimate</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Set Aside Decision / DBE Goal</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contractor Information Form</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Justification of Procurement Method</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>List of Prospective Proposers</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Proof of publication</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Copy of RFP</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Addenda</td>
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</tr>
<tr>
<td>12</td>
<td>Pre-Proposal Minutes &amp; List of Attendees</td>
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<tr>
<td>13</td>
<td>Correspondence with Bidders</td>
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</tr>
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<td>Interoffice Correspondence</td>
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<td>15</td>
<td>Review of Responsiveness</td>
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</table>

RFP No.________ Contract Administrator: ____________________________
Date: _______________
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<tr>
<td>1</td>
<td>Copy of Each Proposal</td>
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<td>2</td>
<td>Proposal Tabulation Sheet</td>
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<td>3</td>
<td>Evaluation Team Notification</td>
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</tr>
<tr>
<td>4</td>
<td>Evaluation Sheet / Matrix</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Pre-Award Survey</td>
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<td>6</td>
<td>Determination of Zone of Consideration</td>
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</tr>
<tr>
<td>7</td>
<td>Late Proposers</td>
<td></td>
</tr>
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<td>8</td>
<td>Invitations for Oral Interviews</td>
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</tr>
<tr>
<td>9</td>
<td>Notice of Rejection</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Minutes of Meetings</td>
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</tr>
<tr>
<td>11</td>
<td>Correspondence with Proposers</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Cost or Price Analysis</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Justification of Contract Type</td>
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</tr>
<tr>
<td>14</td>
<td>Negotiation Memorandum</td>
<td></td>
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<tr>
<td>15</td>
<td>Copy of Each Best &amp; Final Offer</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Award Recommendation Memo</td>
<td></td>
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<td>17</td>
<td>Board Resolution</td>
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<tr>
<td>18</td>
<td>Legal Review of Contract Documents</td>
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<td>19</td>
<td>Notice of Award</td>
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</tr>
<tr>
<td>20</td>
<td>Notice to Unsuccessful Bidders</td>
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<tr>
<td>21</td>
<td>Procurement Summary</td>
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<td>22</td>
<td>Determination and Findings</td>
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<td>23</td>
<td>Bonds &amp; Certificates of Insurance</td>
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<td>24</td>
<td>Contract Document</td>
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<td>25</td>
<td>Notice to Proceed</td>
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<tr>
<td>26</td>
<td>Purchase Order</td>
<td></td>
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</table>
North Central Regional Transit District
Contract / Purchase Order File Index
(For RFP Only)

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<td>2</td>
<td>Quality Assurance Records</td>
<td></td>
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<tr>
<td>3</td>
<td>Change Notices / Modifications /Change Orders</td>
<td></td>
</tr>
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<td>4</td>
<td>Periodic Status Reports</td>
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</tr>
<tr>
<td>5</td>
<td>Contractor Evaluation Form</td>
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<tr>
<td>6</td>
<td>Site Visit Reports</td>
<td></td>
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<td>7</td>
<td>Termination / Stop Work Notices or Resolution Plan</td>
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<td>8</td>
<td>Invoices and Check Requests</td>
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</tr>
<tr>
<td>9</td>
<td>Records of Payments &amp; Receipts</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Advance or Progress Payment Documents</td>
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<td>11</td>
<td>Notice of Substantial Acceptance</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Punch List Discrepancies</td>
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<td>13</td>
<td>Notice of Final Acceptance</td>
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<td>14</td>
<td>Notice of Claims</td>
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<td>15</td>
<td>Release of Claims / Bonds</td>
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<td>Assignments</td>
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</tr>
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<td>17</td>
<td>Notice of Final Payment</td>
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<tr>
<td>18</td>
<td>Audit Reports</td>
<td></td>
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<tr>
<td>19</td>
<td>Liquidated Damages</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Close Out Documentation</td>
<td></td>
</tr>
</tbody>
</table>
North Central Regional Transit District
Responsibility Determination Form

BID / RFP No: ________________________________

Supplier: _____________________________________

Date: _________________________________________

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

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

North Central Regional Transit District
Method of Procurement
Decision Matrix Form

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

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

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

Solicitation / Bid No:  ______________________________

Supplier Price Evaluation Factors:

1. Purchase price:  $______________________________

2. Payment discount terms:  ______________________________

3. Transportation costs:  ______________________________

4. Warranty:  ______________________________

5. Installation:  ______________________________

6. Training:  ______________________________

7. Technical assistance:  ______________________________

Total bid:  $______________________________

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

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

Check one:

________ The item is available only from a single source (sole source justification is attached).

________ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

________ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

________ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

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

Comments:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

__________ Cost Analysis is attached.

_________________________________  _________________________________
Chief Procurement Officer             Department Manager
## North Central Regional Transit District
### Cost and Price Analysis Form

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

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

   a) an employee, officer, board member or agent;
   b) any member of his or her immediate family;
   c) his or her partner;
   d) an organization that employs or intends to employ any of the above.

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

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

Name: _____________________________    Title: _____________________________

Date: _____________________________

This statement will be renewed on an annual basis
Exhibit I

<table>
<thead>
<tr>
<th>Clauses</th>
<th>Professional Services/A&amp;E</th>
<th>Operations/Management</th>
<th>Rolling Stock Purchase</th>
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<td>Pre-Award/Post Audit</td>
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<td>State and Local Govt Laws/Regulations</td>
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<td>Metric Requirements</td>
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<td>ADA Compliance</td>
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<td>Notice of Federal Participation</td>
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</tbody>
</table>

ONLY FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK
North Central Regional Transit District

Sole Source Cost Analysis Form

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

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

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

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

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

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

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

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
North Central Regional Transit District
Bid Summary Form

Bid Opening: __________________________________________

Bid#: ______________ Description: ____________________________________________ Department: ________________

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

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

Person opening Bids: ____________________________

Signature: ____________________________

Initials

Date/Time: ____________________________

116
North Central Regional Transit District  
Award Recommendation & Justification Form

Department: ____________________________________________________________

Procurement Number: _____________________________
(RFP/BID #)

Subject: ________________________________________________________________

Report Number Bids / Number of Bids /

Date: _____________ RFP’S Mailed: ___________ RFP’S Received: _______________

Recommendation:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Justification:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Approvals:

PROCURING AGENT __________________________________ DIRECTOR OF PURCHASING ____________________________
Exhibit M

North Central Regional Transit District
Price / Rate Quotation Form

Department: ______________________________________________________________
Subject: __________________________________________________________________
Report Number of Quotes Received: ___________
Date: ______________

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

Recommendation:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Approvals:

__________________________________  ______________________________________
PROCURING AGENT                      DIRECTOR OF PURCHASING
Buy American Form

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

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

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

Date ____________________________________________________________

Signature_______________________________________________________

Company Name_______________________________________________________

Title _____________________________________________________________

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

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

Date ____________________________________________________________

Signature_______________________________________________________

Company Name_______________________________________________________

Title _____________________________________________________________
**Buy American Form**

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

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

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

Date _________________________________________________________________

Signature ____________________________________________________________

Company Name ______________________________________________________

Title _________________________________________________________________

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

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

Date _________________________________________________________________

Signature ____________________________________________________________

Company Name ______________________________________________________

Title _________________________________________________________________
Exhibit O

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, 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
CONTRACTOR INFORMATION FOR PROJECTS
FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # _____________________

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

FIRM’S NAME: _____________________________________________________________

PRIME CONTRACTOR _____ SUBCONTRACTOR _____

FIRM’S ADDRESS: ___________________________________________________________________

_________________________________________________________________________

AGE OF FIRM: _____________________________

DISADVANTAGED BUSINESS ENTERPRISE?* _____ Yes _______ No

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

_____ Yes _______ No

ANNUAL GROSS RECEIPTS:

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

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

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

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

A. GENERAL – DEFINITIONS

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

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

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

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

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

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

B. FILING OF PROTESTS

1. Pre-Bid Protest

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

2. Pre-Award Protest

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

3. Post-Award Protest

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

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

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

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

C. HEARING PROCEDURE

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

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

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

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

5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protester may request reconsideration of the decision, using the same procedure described in Section 4-5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Department, North Central Regional Transit District, 1327 N. Riverside Drive, Española, NM 87532. The request for reconsideration shall set forth all of the grounds upon which the request is made.
6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

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

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

2. Post-determination protests may include allegations that the District failed to have or follow written protest procedures.
Title: Discussion and Consideration of Resolution No. 2018-11 Adopting Amended Personnel Rules.

Prepared By: Peter Dwyer, Legal Counsel and Dora A. Anaya, Human Resources Director

Background:

The NCRTD last updated its “North Central Regional Transit District Personnel Rules” on November 4, 2016, by Resolution 2016-39. To ensure that the District Rules keep current with changing laws and provides the framework for a modern personnel system the Rules need to be periodically reviewed and updated. On March 23, 2018, the NCRTD Finance Committee reviewed the proposed Personnel Rules and recommended a minor change. The change was to Personnel Rule 1.17 – Employee Responsibilities (F) 11. Which was to require reporting of all convictions including traffic violations. The language has been changed.

Summary:

1. Current Process:

Current District Rules are working as intended. The personnel functions of the District are functional and meet required standards for compliance with such external demands as the FTA Drug and Alcohol policy requirements. However, updates are needed to reorganize and update the rules.

2. Proposed Process:

Many of the changes shown in the redline are simply clarification of the existing rules and reorganization of the rules into new sections. However, there are some substantive changes including:

1. Provisions regarding North Central Regional Transit District (NCRTD) Personnel Rule 1.9, Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment. The topic areas have been separated to include Discrimination, Sexual Harassment, Harassment and Retaliation.
2. New NCRTD Personnel Rule 1.10 - Dating Restrictions. This rule gives guidance to employees regarding interpersonal relationships in the workplace.
3. Personnel Rule 1.11, Workplace Violence has been re-titled to Violence. The Rule has been modified to clarify Workplace Violence, Violence Outside the Workplace, Convictions, Threats, Searches and consequences of such actions.

4. Personnel Rule 1.11, Subsection (F) - Domestic Violence Rule has been updated to cite the NMSA 1978, Section 50-4A-1 et seq.

5. Personnel Rule 1.12 – Reporting Procedures has been updated to clarify reporting procedures and the responsibilities of NCRTD staff with regards to Discrimination, Harassment, Sexual Harassment and Violence.

6. Personnel Rule 1.15 - Drug and Alcohol-Free Workplace and Related Policies has been updated to address open containers on work premises.

7. Personnel Rule 1.17 - Employee Responsibilities, has been updated to reflect the Districts Professional Standards and Values. Employees are responsible to contact the Human Resources Office of changes regarding:
   a. Outside employment,
   b. Prescription drugs that may affect or impair performance of job duties,
   c. Violations of law occurring at work or upon District property,
   d. Arrests or detentions of District employees,
   e. Convictions for driving while impaired or intoxicated whether subject to appeal or not,
   f. Dating between District employees or Officer,
   g. Convictions of crimes,
   h. And any drug or alcohol use prohibited by these Rules and the District’s Drug and Alcohol Policies.

8. Personnel Rule 1.18 – Employee Performance and Development Plan - Addition of language to include Workplans to implement corrective action in lieu of or in addition to any District Action per the Rules.

9. Personnel Rule 2.14 – Reemployment Process, Subsection (D) (E) - The Rule has been changed to include language to give the Executive Director the sole discretion to rehire former terminated (non-eligible for rehire) employee’s whose infractions are deemed minor. Consideration would be determined after an expiration of five years from the termination date.

10. Personnel Rule 3.6 - Types of Employees Rule, was modified to include “Interns” and “Volunteers”. Definitions were also included.


12. Personnel Rule 3.19 – Holiday Pay, subsection (C) – New language which states; if an employee whose regularly scheduled day off falls on a day designated as a holiday shall be entitled to an additional day off. This needs to be scheduled by the Department Head as soon as possible.

13. Personnel Rule 4.8 – Accrual and Use of Annual Leave, Subsection (C) - A section was added to clarify non-emergency same day request for annual leave for non-represented employees.

14. Personnel Rule 4.10 – Sick Leave General Provisions - A section was added to require submittal of Sick Leave Forms to supervisor within 24 hours or by the next scheduled day.

15. Personnel Rule 4.11 – Accrual Rates for Sick Leave - A revisions was made to increase the maximum allowed sick leave accrual from 720 hours to 1120 hours. The District
surveyed Personnel Rules from Los Alamos County, Santa Fe County, City of Santa Fe, Town of Taos, County of Taos, City of Rio Rancho and the City of Las Cruces to make a comparison on sick leave balance limits. Based on the evaluation, it was determined to increase our sick leave balances to a maximum benefit of 1120 hour. The increase provision would provide an added benefit for employees who have had minimal health issues and did not misuse their sick leave. The increase in the sick leave balances would also be a benefit for employees under the Personnel Rule 4.13 - Sick Leave Credits Upon Separation Rule.

16. New Personnel Rule 4.13 - Sick Leave Credits Upon Separation. This Rule would allow employees, upon retirement to use their unused sick leave to extend his/her service time for Public Employee Retirement Association service time.

17. Personnel Rule 4.17 – Reporting Potential FMLA Eligible Leave - The reporting period for FMLA Eligible Leave is changed from three (3) days to (5) days. The additional two (2) days would give the supervisor and the Human Resources Office addition time to determine if the medical condition was a short-term condition (example, Flu), or a serious medical condition that qualifies for the Federal entitlement.

18. Personnel Rule 4.19 – Leave Without Pay (LWOP) - Included in the Leave Without Pay Rule is a section to address placing employees on LWOP status involuntarily if they are the subject of a Disciplinary Action that will result in termination.

19. Personnel Rule 10.0 – Continuing Education and Tuition - A New Rule for Continuing Education and Tuition was included. The District surveyed Personnel Rules from Los Alamos County, Santa Fe County, City of Santa Fe, Town of Taos, County of Taos, City of Rio Rancho and the City of Las Cruces to determine what benefits were available to employees for continuing education. All communities that were surveyed offered benefits to employees and the new rule takes bits and pieces from each Personnel Rule to fit the needs of the District.

20. Definitions updated to include a definition for Manager.

**Recommended Action:** Approve the Resolution with the approval to the Executive Director to make non-substantial changes to the redline copy for grammatical errors and non-substantial content corrections. The Finance Committee recommendations has been included with the recommended adoption of the policy as proposed.

**Options/Alternatives:** Amend the Resolution with alternative recommendations.

**Fiscal Impact:** None

**Attachments:**
- Resolution 2018-11
- Updated Personnel Rules
North Central Regional Transit District (NCRTD)

Resolution No. 2018-11

ADOPTING AMENDED PERSONNEL RULES

WHEREAS, the Board of Directors adopted its existing North Central Regional Transit District Personnel Rules and Regulations on July 12, 2013 by Resolution No. 2013-15; and

WHEREAS, the Board of Directors revised and renamed the North Central Regional Transit District Personnel Rules on November 4, 2016 by Resolution No. 2016-39; and

WHEREAS, the Board wishes to periodically review and update its Personnel Rules in order to ensure that the District is operated pursuant to a modern personnel system that is efficient, fair, impartial and complies with all laws; and

WHEREAS, the Board recognizes that changes to federal laws require periodic updates to keep District personnel practices up to date; and

WHEREAS, the District Finance Subcommittee has reviewed and discussed the proposed revisions and recommended approval of the revised Rules with slight modifications.

NOW, THEREFORE BE IT RESOLVED BY THE NCRTD BOARD OF DIRECTORS

THAT:

The attached Personnel Rules are hereby adopted.

______________________
Daniel R. Barrone, Chair

Approved as to form:

______________________
Peter Dwyer, Counsel
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PERSONNEL RULES AND REGULATIONS

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RULE 1 – GENERAL PROVISIONS AND PURPOSE

1.1 Authority.

The North Central Regional Transit District (hereinafter the “NCRTD” or the “District”) has the responsibility and authority to enact these Personnel Rules and Procedures pursuant to NMSA 1978, Section 73-25-5.

1.2 Prior Rules.

The District Personnel Rules and Regulations (hereinafter the “Rules”) in effect prior to the date of adoption of these amended Personnel Rules and Regulations, and all amendments thereto are hereby superseded. These policies also supersede all previous written and unwritten guidelines and past personnel practices of the District and also supersede any current department or division policy or procedure inconsistent with those set forth herein. Separate department or division policies that are more restrictive due to the operational needs of the department or division shall remain in effect, subject to the approval of the Executive Director.

1.3 Compliance.

All persons operating under the provisions of these Rules shall conform to, comply with, and aid in all proper ways in carrying out the provisions of these Rules.

1.4 Purpose.

These Rules are prescribed for the purpose of providing a modern personnel system, thereby promoting efficiency in the conduct of public business and assuring fair and impartial treatment to all applicants for employment and to all employed by the District.

1.5 Management Authority.

A. The District is created pursuant to state statute by way of an intergovernmental contract between its member entities who appoint representatives to the Board of Directors (hereinafter the “Board”) for the District. The Board determines and enacts District personnel policy. The Board does not make personnel decisions other than the selection of the Executive Director.

B. The Executive Director serves as the chief executive officer of the North Central Regional Transit District (“District”) and is responsible for the administration of the entire District including any divisions or departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District’s Rules. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

C. The District retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District. The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:
1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds, reduction in force, inability to return to work, or other legitimate reason; (note not in CBA)

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer even if it requires some variation from the strict application of these Rules or any collective bargaining agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the President and Governor, as well as North Central Regional Transit District Resolutions, and these Rules.

This list is not an all-inclusive list of all of the District’s rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the District retains all customary, usual and exclusive rights as set out in in this paragraph of these Rules, unless expressly set forth to the contrary in any agreement.
1.6 Coverage.

These Rules cover all District employees except the Executive Director to the extent that his contract of employment varies from these Rules. Notwithstanding the general application of these Rules to all employees the District can and shall, within the prescribed limits of the law, provide different standards for performance, review, and disciplinary action based upon the duly adopted Classification and Compensation policies of the District. These Rules do not apply to independent contractors who are not covered by the District Classification and Compensation policies.

Furthermore, it is recognized that the District has certain employees that are covered by a Collective Bargaining Agreement. The specifics of the Rules herein have not been the subject of collective bargaining. The Collective Bargaining Agreement recognizes the District’s right to establish and maintain such Rules. The Rules contained herein shall apply to bargaining unit employees so long as and to the extent that they do not conflict with the terms of any Collective Bargaining Agreement.

1.7 Merit Principles.

The District adopts the following merit principles as standards for implementation of these Rules:

A. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge, and skill, including open consideration of qualified candidates for initial employment.

B. Equitable and adequate compensation will be provided.

C. Employees will be trained as needed to assure high-quality performance.

D. Employees will be retained on the basis of the adequacy of their performance and provisions will be made for correcting inadequate performance and separating employees from employment if inadequate performance cannot be corrected.

E. Candidates and employees will be treated fairly in all aspects of personnel administration without regard to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens will be assured.

F. Merit principles may be administered by way of performance and development plans.

1.8 Nepotism Prohibited.

A. Persons shall not be employed by the District in a position where they would supervise or be directly supervised by any person related to them by blood or marriage to the third degree, or where they would supervise or be directly supervised by a domestic partner. It is incumbent upon all employees and candidates to inform the District of any relation or relationship which could limit or effect the employee or candidate’s hiring, promotion, transfer or management of other District employees under this nepotism policy. Failure to report a relation or relationship that results in a violation of this nepotism policy is grounds for disciplinary action up to, and including termination.

B. The following persons are relatives within the third degree:

---

1 The Executive Director is covered by an employment agreement and is an At-Will employee.
Employee’s spouse or domestic partner,
child
brother
sister
grandparent
grandchild
great-grandparent
great-grandchild
aunt (sister of parent)
uncle (brother of parent)
nephew (son of brother or sister)
niece (daughter of brother or sister)

if the employee is married, or has a domestic partner, relatives of such spouse or domestic partner, as listed above, are included in this prohibition.

C. The Executive Director, and all Supervisors may neither immediately supervise nor directly hire relatives as defined above.

D. The District shall refrain from hiring, transferring, and promoting employees where such action would violate the terms of this nepotism policy. If the District was not aware of a situation that would constitute a violation of the terms of this nepotism policy and becomes aware of the situation after the fact, the District shall take any steps necessary, up to and including transfers, demotions and termination of employees, in order to ensure that this prohibition on nepotism is upheld.

1.9 Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited.

A. **Discrimination.** The District is an “equal opportunity employer.” The District expressly prohibits Harassment and invidious discrimination. The following acts of discrimination on the part of any person (employee) are expressly prohibited, and if such discriminatory acts occur, the person responsible for the act(s) is subject to dismissal or suspension from District employment or other appropriate disciplinary action. No District employee shall:

1. Unless based on a bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of compensation against any person otherwise qualified, because of the person’s inclusion in a Protected Class;

2. Deny equal treatment or otherwise favor any employee on the basis of the person’s inclusion in a Protected Class;

--- Print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for employment or membership to make any inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to a Protected Class;
4.3. Discriminate, intimidate, or retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section.

5.4. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so.

6.5. Attempt to favor or deny treatment to any employee or prospective employee or attempt to cause any person to violate the terms of these Rules on the basis of the person’s inclusion in a Protected Class.

B. Sexual Harassment. Sexual Harassment is prohibited and unacceptable in the NCRTD workplace and at any work-related events. Sexual Harassment may occur between persons of the same gender, by a female against a male or by a male against a female. Some examples of conduct which may constitute sexual harassment are:

1. Sexual advances, requests for sexual favors, repeated unwelcome requests for dates;
2. Sexually oriented comments, jokes, teasing, language or gestures;
3. Display of sexually related material such as calendars, posters, and inappropriate electronic wallpaper;
4. Staring or leering, in a suggestive manner;
5. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");
6. Inappropriate hugging, kissing, pinching, patting, grabbing, or brushing against a person;
7. Promising a promotion or job benefit if the employee will consent to sexual relations;
8. Taking adverse action against an employee who does not consent to sexual relations.

C. Harassment. Harassment on the basis of any protected class is also prohibited and unacceptable in the NCRTD workplace. This policy also covers harassment on the basis of race, color, sex (gender), religion, national origin, ancestry, pregnancy, physical or mental disability, genetic history, sexual orientation. Harassing conduct may include derogatory comments, racial epithets, ethnic slurs, negative stereotyping and any type of conduct which shows hostility towards an employee because of his/her protected class. Harassment may include any act whether in person or through electronic means that places an Employee in reasonable apprehension of the acts of another Employee or the safe and professional environment of the District’s workplace.

D. Retaliation is Unlawful

NCRTD prohibits retaliation against an employee who reports or complains of invidious discrimination, Sexual Harassment or Harassment or discrimination or who participates as a witness in an EEO investigation. Non-managerial employees and Managerial Employees who
are proven to have engaged in retaliation against a complainant or witness will be subject to disciplinary action *up to and including* the possibility of termination.

### 1.10 Dating Restrictions

Dating is defined as a consensual, mutually acceptable relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The District recognizes that dating between co-workers and supervisors occurs frequently in many workplaces. Because relationships outside the workplace can result in adverse consequences in the workplace, such as a hostile work environment, invidious discrimination, Sexual Harassment, Harassment and Retaliation, the District restricts dating among and between Employees as follows.

1. **Dating between Supervisors and any employee they supervise is prohibited.**

2. **Employees dating other District Employees are required to verbally report the situation to a Supervisor.**

3. **Interpersonal relationships within the working environment shall always be professional.** Personal, familial or romantic involvement on the part of an employee with an outside provider of goods or services, or with another employee of the District, may create a potential conflict of interest. Those relationships that impair an employee’s ability to exercise good judgment in the performance of his/her duties for the District are discouraged and may be cause for discipline up to and including termination of employment.

### 1.11 Workplace Violence

The District is committed to ensuring a safe working environment for all employees. Both management and non-management employees have a responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, all employees are responsible for reporting all acts of violence, threats or other conduct which could lead to behavior which could potentially lead to a hostile work environment, Harassment, Sexual Harassment, invidious discrimination or retaliation.

A. **Violence Outside the Workplace.** Any employee who is found to have committed workplace violence outside of the workplace that has a negative impact upon the workplace may be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.

B. **Convictions.** Additionally, where an employee is convicted of a violent crime or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, have a negative impact upon the workplace and may take appropriate disciplinary action and as a result may implement corrective action. Any employee convicted of such a crime must report the conviction to the District absent a
court order to the contrary. Failure to do so is a violation of this policy and subjects the employee to corrective action.

C. **Threats.** Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated and are deemed a violation of these Rules. Any employee determined to have committed such acts will be subject to Disciplinary Action, up to and including termination. Non-employees engaged in violent acts on the District’s premises and property will be reported to the proper authorities. Possession of weapons (not assigned as a tool of a job assignment) on any District premises and property, including vehicles, parking facilities, and District sponsored events constitute a threat of violence. The threat of violence may include, but is not limited to, any indication of intent to harm a person or damage District property. Threats may be direct or indirect and they may be written, verbal or nonverbal and can include the dissemination of electronic messages or images.

D. **Searches.** The District reserves the right to conduct reasonable workplace inspections at any time, with or without notice, for purposes of enforcing this policy, including searching:

1. Outer clothing, packages, handbags, briefcases, lunch bags, boxes, and/or other containers being taken in or out of the District's buildings, or to or from the District's premises;

2. Vehicles parked on District property (owned, leased or occupied), or District-owned vehicles;

3. All workstations, computer files, book shelves, lockers, desks, credenzas, file cabinets, store rooms and other areas.

Any refusal to permit an inspection or interference with inspections may result in Disciplinary Action. The discovery of any violation of any other District policy as a result of such search may also result in Disciplinary Action. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

E. **Workplace Violence.** The District does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not exclusive, provides examples of conduct that is prohibited:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.

2. Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.

3. Intentional destruction or threat of destruction of the District's or another's property.

4. Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive (bullying), verbal statements, phone calls, e-mails, letters, faxes, posts on social media, website materials, diagrams or drawings, gestures, and any other form of communication that would
causes a reasonable person apprehension or to be intimidated, fear or intimidation response in others.

5. Stalking.

6. Veiled threats of physical harm or intimidation or like statements, in any form, that would lead to a reasonable person to fear of harm or to be intimidated, an intimidation response in others.

7. Communicating an endorsement of the inappropriate use of weapons of any kind.

8. Possessing weapons on one's person of any type on one's person during regular work hours, or at any time and on District property.

F. Domestic Violence. The District prohibits acts of Domestic Violence to the maximum extent permitted by law. The District and its Employees shall at all times fully comply with the Promoting Financial Independence for Victims of Domestic Abuse Act. (NMSA 1978, Section 50-4A-1 et seq.) Compliance shall include granting necessary leave, maintaining victim confidentiality, and refraining from any form of retaliation for the acts authorized under the act. Where any acts of Domestic Violence occur on District premises or property, this policy applies. Where any acts of Domestic Violence occur off District premises or property this policy applies if the abuser is someone acting as an employee or representative of the District at the time, where the victim is an employee who is exposed to the conduct because of work for the District, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace.

F. The District will take appropriate action for acts of violence and threats of violence. Such incidents will lead to disciplinary action up to and including termination. While the District does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:

0. Discussing weapons or bringing them to the workplace;

0. Displaying overt signs of extreme stress, resentment, hostility, or anger;

0. Making threatening remarks;

0. Sudden or significant deterioration of performance;

0. Displaying irrational or inappropriate behavior.

1.112 Reporting Procedures.

All employees and managers are expected to comply with the NCRTD-Personnel Rules regarding discrimination, harassment, sexual harassment and violence (collectively Reportable Acts). If an Employee supervisor or manager becomes aware that prohibited acts—Reportable Acts—are occurring in the workplace, it is the responsibility of the Employee supervisor or manager to take immediate action. Employees must report the violation of the Rules to a Supervisor or to the
Human Resources Director promptly and provide any supporting testimony, information or evidence needed to assist any investigation or action by the District, to stop the violation of these Rules and report it to the NCRTD Executive Director. If appropriate in the judgment of the employee and supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

A. Reporting Violations by the Subject. If any person believes they are the victim of harassment, sexual harassment, or discrimination; or if they have witnessed such conduct, they should immediately report it to an NCRTD Manager, their Supervisor or the Human Resources Director, or the Executive Director. Employees have the option to report the violation in complaint to anyone in their immediate Supervisory role including the Executive Director or an NCRTD Manager, the NCRTD Human Resources Director, or the Executive Director. Appropriate forms will be provided to employees reporting prohibited acts. If a report form has not been completed by the employee, the supervisor shall complete a report form and forward the report to the Human Resources Office.

B. Confidentiality. The NCRTD will make reasonable efforts to maintain the confidentiality of complaints to the extent that it is possible and permitted by law. NCRTD encourages the prompt reporting of concerns in order to take appropriate corrective action before the harassment, discrimination, or retaliation becomes severe or pervasive.

C. Investigations. All complaints of harassment, discrimination and retaliation allegations regarding Reportable Acts will be promptly investigated. All employees will be required to cooperate in any investigation and may be required to give sworn or unsworn statements, to provide and preserve physical evidence or writings and to assist in the investigation. A failure to cooperate with an investigation may be grounds for Disciplinary Action. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a person presents a threat to individuals in the workplace. Employees are expected to be honest and cooperative during the investigation. Appropriate disciplinary measures, including the possibility of termination, will be taken against the offending employee if it is determined that he/she violated the NCRTD Anti-Harassment Policy.

D. Failure to Report. Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any employees involved to corrective action. This includes reports by supervisory personnel who may be privy to threats that have been made by another employee.

E. Retaliation. Retaliation against anyone for reporting in good faith an actual or suspected violation of these Rule will not be tolerated and will subject the individual engaging in the
retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of these Rules are to be reported.

**E. Investigation.** All reported incidents of violence and threats of violence will be investigated appropriately. The District will decide whether its workplace violence policy has been violated and whether preventive or corrective action is appropriate. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a person presents a threat to individuals in the workplace. If a violation of this policy occurs, the District will take appropriate preventive and corrective action.

**G.F. False Reports.** In the event that it is determined through an investigation that any employee falsely accused another employee of a violation of these Rules, the accuser will be investigated and may be subject to corrective Disciplinary Action.

1.123 **American with Disabilities Act.**

A. The District will not discriminate against qualified individuals with disabilities in regard to the application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

B. The District will provide reasonable accommodation to qualified individuals with a disability so that they can perform the essential functions of the job.

C. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for a position as any other applicant.

1.134 **Immigration Reform and Control Act, 1986.**

The Immigration Control and Reform Act of 1986, requires that all newly hired, or re-hired, employees present documented proof of identity and eligibility to work in the U.S. The District and its new employees shall complete the Employment Eligibility Verification form, I-9 within three days of hire and the District shall verify employee eligibility for employment by obtaining copies of appropriate identification information or use of “E-Verify.”.

1.145 **Drug and Alcohol Free Workplace and Related Policies.**

The District is committed to maintaining a drug and alcohol free workplace. Any questions employees may have about this policy, its administration, or assistance in complying with the policy including any employee assistance programs, shall be directed to the Human Resources Director.

A. It is the District’s policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, in or on any District owned property is prohibited.

A.B. Drinking alcoholic beverages, selling alcoholic beverages, and possessing open containers of alcoholic beverages on District Property or while wearing a District uniform are prohibited. Drinking non-alcoholic beverages that might reasonably appear to be alcoholic beverages to the public is also prohibited.
B.C. All employees who hold a commercial driver’s license and are required to operate vehicles for the District as part of their employment are subject to the U.S. Department of Transportation substance abuse testing procedures as outlined in the District’s Drug and Alcohol policies including but not limited to the testing programs.

C.D. The District recognizes that employees are a valuable resource and wants to assist any employee who voluntarily comes forward and requests assistance with chemical dependency provided that the employee:

1. has not received notification to report for drug/alcohol testing in the six-week period prior to his request for assistance;

2. has not been identified as a violator nor is under investigation for a violation of the District’s Drug and Alcohol policy;

3. has agreed to utilize the services available through the District’s Health Insurance carrier.

D.E. Specific policies may be developed further defining the terms used in this Rule as well as procedures for implementation of specific District policies on drugs and alcohol and Federal laws. All policies implementing or amending these Rules regarding the District Drug and Alcohol policy shall be adopted by the District’s Board and provided to all employees following adoption.

E.F. Employees found in violation of this Rule are subject to disciplinary action up to and including dismissal.

Employees who are not subject to U.S. Department of Transportation substance abuse testing may still be subject to the District’s Drug and Alcohol policies. Employees are responsible for periodically reviewing the District’s Drug and Alcohol policies when they are revised and distributed.

1. Drug and Alcohol Policies.

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference. The District shall comply with all mandatory state and federal drug and alcohol related laws, regulations and policies and will coordinate its efforts with those of the state and federal governments, their agents and contractors to ensure that District Employees comply with all legal requirements. The District expressly prohibits all operation of vehicles when impaired by drugs regardless of whether the drug is a properly prescribed prescription drug or over-the-counter medication. It is incumbent upon every employee to provide their doctors and pharmacists with sufficient information about the nature of their employment and job duties to make informed decisions about proper medication use while performing District functions.

1. Employee Responsibilities.

A. It is the duty and responsibility of every employee to be aware of and abide by these Rules along with any additional rules and regulations which may from time to time be promulgated and updated by the District. The District shall provide copies of any new or modified rules, regulations and policies regulating the conduct of employees and their work.
B. It is the responsibility of the employee to perform his/her duties to the best of his/her ability and according to the professional standards set forth in his/her job description and the District Professional Standards and Values, or as otherwise established for the type of work performed.

C. Employees are required to work at the times, places and in the manner prescribed for their particular work functions by District Supervisors and to arrive and depart from work in timely fashion to ensure the efficient and timely operation of the District’s business. Supervisors are responsible for maintaining attendance and tardiness records on their employees.

D. Standards for Dress and Appearance: The District is a professional organization. All employees must present a professional appearance by wearing attire appropriate for their job classification in order to promote a positive image of the District and its employees and operations. The general public, other agencies and co-workers may form their initial impression of the District’s professional credibility solely on employee appearance. Therefore, it is the responsibility of each employee to ensure that the District’s image, appearance and professionalism is preserved through appropriate dress and appearance. This policy is intended to provide general standards on dress and appearance and is not meant to address all situations. There may be differences in some dress standards depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms or other circumstances. In General employees shall abide by the following standards:

1. All clothing and accessories should be functional, in good repair, and safe.

2. Employees not required to wear uniforms should wear clothing that is neat and clean, and suitable for business.

3. Employees required to wear uniforms should wear uniforms that are clean, fresh, and mended if necessary. Uniforms bearing a District identification patch may not be worn, unless on duty. Employees shall refrain from drinking, vaping and smoking any products which might reasonably be mistaken for regulated or prohibited drugs and alcohol while in uniform or in District vehicles.

4. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes bathing/shower, and such other steps as are reasonably necessary to ensure that employees do not offend customers or coworkers due to lack of hygiene.

E. Upon separation from the District, any and all District issued equipment and property including but not limited to uniforms, identification patches, keys, records, identification cards, passwords, electronic files, and all other information or property of the District must be returned to the District.

F. Employees are required to notify the their department manager or the Manager’s Designee, their supervisor, and Human Resources Office of the following actions:

1. if they have a change of residence or telephone number within ten (10) business days.

2. Employees are required to notify the Human Resources Office if they have a change in domestic partnership, marital status (marriage, divorce, widowed)
3. A change in number of dependents within fifteen (15) calendar days. New dependents not enrolled in the employee insurance benefits within fifteen (15) calendar days may be enrolled during the next open enrollment period or as otherwise permitted by law.

4. Any outside employment.

5. Prescription drug use that may affect or impair performance of job duties.

6. Violations of law occurring at work or upon District property.

7. All arrests or detentions of District Employees.

8. All convictions of driving while impaired or intoxicated whether subject to appeal or not.

9. Self-reporting of dating by and between the reporting Employee and another District Employee or Officer.

10. All convictions of crimes including traffic violations, misdemeanors and felonies.

11. Any drug or alcohol use prohibited by these Rules or the District’s drug and alcohol policies.

1.178 Employee Performance and Development Plan.

A. The performance of each employee will be appraised by the immediate Supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee’s personnel file.

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a Supervisor wishes to make an employee’s performance a matter of record and upon change of Supervisors. Workplans may be utilized by Supervisors to implement corrective action in lieu of or in addition to any Disciplinary Action under these Rules.

D. The Executive Director will provide a training program in the proper method of appraisal for supervisory employees.

E. Employees are required to acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Supervisor will verify in writing that the employee received the performance and development plan. Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management’s right to prepare, submit, evaluate, update and potentially take disciplinary action or require training based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

1.189 Training.

A. The primary responsibility for training employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an employee’s need for training. Supervisors should consult with employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for employees who have a demonstrated long-term commitment to employment with the District.
The Executive Director shall require Supervisors to determine the training needs of employees and establish and implement programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.

**1.4920 Temporary Modifications to the Rules.**

The Executive Director may temporarily modify or waive any of these Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the District. The Executive Director shall promptly notify the Board of any temporary modifications made pursuant to this section and shall not modify the rules at a time or in a manner that would be unfair or inequitable to District employees. Nothing herein shall be deemed to prohibit temporary pay increases when duly authorized by the Executive Director for employees who are required by the District to perform functions beyond those of their current classification such as interim or acting supervisory duties.

**1.201 Permitted Political Activity.**

All employees are permitted to engage in political activities but shall not do so while engaged in NCRTD business, nor upon the vehicles, premises, or any other facilities of the NCRTD, nor in a manner that creates the appearance of NCRTD involvement in political activity. Employees of the NCRTD:

- are encouraged to register and vote and have a right to express their opinions on all political subjects and candidates on their own time or on authorized leave;
- may serve as convention delegates on their own time or on authorized leave;
- may attend political rallies on their own time or on authorized leave;
- may engage in political activity on their own time or on authorized leave to include signing nomination petitions and making voluntary contributions to political organizations;
- may serve as an election official on their own time or on authorized leave;
- may be a member of a local educational board or any other non-partisan elected office, (which shall not be construed to be holding political office), provided the employee is on their own time or authorized leave as necessary;
- may engage in any political activities permitted under the constitutions and laws of the United States and the State of New Mexico.

**1.242 Prohibited Political Activity.**

All employees are prohibited from:

- Using official District property, letterhead, authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;
B. Using official District property, letterhead, authority or influence for coercing, attempting to coerce, commanding or advising an employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;

C. Threatening to deny promotion to any employee who does not vote for certain candidates, requiring employees to contribute a percentage of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raising events, advising employees to take part in political activity and matters of a similar nature;

D. Engaging in political activity while on duty, including but not limited to the following:
   i. Wearing campaign buttons or displaying campaign literature in public view for any federal, state or local election;
   ii. Displaying political advertisements on District-owned vehicles;
   iii. Using any District equipment, supplies, or property for political campaign purposes for any federal, state or local election;
   iv. Circulating partisan political nominating petitions;
   v. Soliciting political contributions or participating in partisan fund raising activities;
   vi. Introducing or meeting with political candidates for the purpose of soliciting support for their campaign.

1.233 Holding or Running for Public Office.

A. The Hatch Act (5 U.S.C. Sections 1501 to 1508) restricts the political activity of individuals principally employed by state or local agencies who work in connection with programs financed in whole or in part by federal loans and grants. District employees who are considering political activity should consult their own legal counsel to determine whether the Hatch Act applies to them. The following are District restrictions for employees covered by the Hatch Act.

1. Employees covered by the provisions of the Hatch Act may be candidates in nonpartisan elections, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

2. Employees covered by the provisions of the Hatch Act may not be candidates in partisan elections.

3. Employees not covered by the provisions of the Hatch Act may be candidates for any public office, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

For more details on the Hatch Act and its application to District employees see:


12.34 Time Limits under these Rules.

All days indicated as “Day” or “Days” shall be work days unless these rules expressly provide otherwise. In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by registered mail to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail. The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:

RULE 2 – EMPLOYMENT – SELECTION PROCESS

2.1 Classified Job Posting.

A. All job openings in Classified positions shall be posted on designated District bulletin boards and advertised internally for a minimum of ten (10) days to allow current interested employees the opportunity to apply and advance in their careers in the District. Internal posting and recruitment does not preclude the NCRTD from performing concurrent external recruitment efforts. Internal postings are not required when the District fills an opening by promotion or internal transfer of an existing District employee or accretion of employees through consolidation of operations by the District and another transit service provider.

B. During the ten (10) day internal recruitment period the position may be filled internally without further recruitment or analysis of potential eligible Candidates. Following the internal recruitment period the opening may only be filled by a Candidate who is qualified pursuant to these Rules and the District’s selection process.

2.2 Classified Job Openings filled by Promotion Internal Transfers and Accretion of New Employees.

A. Promotion.

1. Any Classified Employee who has demonstrated continuous satisfactory service may be eligible to be promoted.

2. Employees may be eligible to be promoted to any classification if they meet the minimum qualifications and pass any test deemed appropriate or required by the District.

3. Management may select any candidate, or employee, for promotion so long as the selection complies with these Rules.

4. Promotions approved by the Executive Director will be effective on a date selected and approved by the Executive Director.

5. Promotional increases in compensation are permitted to the extent they are consistent with the District’s Compensation and Classification Plan. The pay of an employee who is promoted shall be adjusted at a minimum to the bottom of the new pay range.
The pay of an employee who is promoted shall generally be increased by a minimum of ten (10) percent unless a higher or lower rate is expressly authorized by the Executive Director.

B. Internal Transfers.

1. The Executive Director, may transfer an employee from one work site, position, or division within the District to another without the employee’s written consent, if the transfer is deemed in the best interest of the District, provided that the employee meets the minimum qualifications for the new classification and the District has complied with any requirements of any current Collective Bargaining Agreement regarding assigning or transferring the employee to meet District requirements.

2. An employee shall retain accrued annual sick and personal leave, if applicable, upon transfer.

C. Accretion of New Employees.

If the District merges its operations with other transit providers and accretes employees from another entity the District shall:

1. Abide by the terms of any written agreements regarding the accretion so long as the terms of the agreement are legally permissible and do not require the hiring of employees who fail to meet minimum requirements for a position or fail to make timely application and acceptance of any District job offer;

2. Assess the accreted employee’s job description, compensation and classification;

3. Provide the accreted employee with notice of how the accreted employee would fit into the District's compensation and classification system, any changes to their job assignments and job description, and any changes to compensation or benefits that would occur should the accreted employee become a District employee;

4. Offer jobs, compensation and benefits to any accreted employee consistent with the District’s Compensation and Classification Plan; and

6. Fill any job openings created by the merger of operations or any revised organizational structural requirements resulting from the merger of operations by offering jobs to accreted employees prior to posting the job positions, making internal transfers of District employees, promoting District employees or seeking to fill job openings with new candidates that are neither existing District employees or accreted employees.

7. Nothing herein shall be deemed to require that the District retain or manage employees in a manner inconsistent with these Rules or the District's various policies and procedures and these rules shall not create an employment right in any person who is not duly hired by the District.

8. The District shall not rehire any employee who has an existing personnel file that includes a designation of “not eligible for rehire” due to a prior separation from employment with the District.

2.3 Recruitment, Hiring and Promotion of Exempt Employees
The Executive Director shall have discretion to vary from the hiring process utilized for Classified Employees when hiring Exempt employees. Notwithstanding the discretion granted herein the District shall abide by the merit principles and all prohibitions and restrictions of these Rules regarding Suspect Classes and nepotism when hiring Exempt employees.

2.4 **Temporary Promotion.**

A. The District may temporarily promote an employee who meets the minimum qualifications for a position at the discretion of the Executive Director.

B. A temporary promotion shall be for a period of at least thirty (30) days or greater but not more than twelve (12) months.

C. Temporary promotions within the same classification level by employees who meet minimum requirements for a job will result in a temporary pay increase to the minimum pay of the new job, or a temporary pay increase of up to 10% if the employee's current pay exceeds the minimum of the new job. In no event shall the temporary promotion permit an increase in pay that would violate the District’s compensation and classification plan by paying an employee more than permitted for a given classification. However, the Executive Director may provide such other compensation and benefits as may be reasonably required to induce employees to assume the additional responsibilities of a temporary promotion so long as the compensation or benefits are commensurate with the additional duties.

D. Temporary promotions from any lower level classification to any higher level classification will result in a pay increase to the minimum pay of the new job, or up to a 10% increase if the employee's current pay exceeds the minimum of the new classification.

2.5 **Recruitment for Posted, Advertised Positions.**

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate’s signature.

B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

C. The District may compile and analyze applications and applicants in any manner that is consistent with these Rules and is reasonably calculated to ensure that the District hires meritorious and qualified applicants.

D. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District’s policy on nepotism.

E. The District may require releases from applicants as a condition prior to making any job offer to the Candidate. Releases may be required to obtain any relevant work history, educational background, criminal background or to speak with any person used as a reference during the application process. Nothing herein shall be deemed to preclude the District from making job offers
that are conditioned upon a subsequent determination that the Candidate is qualified to perform the job based upon the background checks authorized herein.

F. The Executive Director is authorized to adopt administrative policies regarding the process for obtaining background information from candidates and any criteria for assessing the responses to background checks including but not limited to criteria which would disqualify a candidate from District employment. Any such regulations shall comply with minimum requirements of these Rules regarding Suspect Classes and shall be written and implemented to ensure that disqualifications do not occur where such disqualification would constitute a violation of the express provisions of these Rules.

2.6 Application for Employment or Promotion-Filling.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate’s signature.

B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

C. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District’s policy on nepotism.

2.7 Applicant Preference.

To the extent permitted by laws, candidates may be given preference for positions if:

A. they are current classified employees;

B. they are accreted employees from a merger of District operations with another transit provider and are given preference as part of the accretion process and pursuant to any plan adopted for the accretion of another entities employees;

C. they have reemployment rights due to a prior reduction in force or pursuant to a Collective Bargaining Agreement;

D. they have special status as veterans; or

E. preference is otherwise allowed by state or federal law.

2.8 Proof of Veteran Status.

Proof of eligibility for veteran preference shall be presented to the District at the time the application is filed.

2.9 Rejection of Application.
A. Applications may be rejected if the Candidate:

1. fails to meet the required minimum qualifications as stated in the job description;

2. has been convicted of a felony or a misdemeanor and the provisions of the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6, et seq., NMSA 1978, permit such rejection:
   a. Subject to the provisions of the Criminal Offender Employment Act, in determining eligibility for employment, the District may take into consideration the conviction after the applicant has been selected as a finalist for the position; however, such conviction shall not operate as an automatic bar to obtaining public employment unless otherwise provided by law to the contrary.
   b. The following criminal records shall not be used, distributed, or disseminated in connection with an application for any District employment:
      i. Records of arrest not followed by a valid conviction; and
      ii. Misdemeanor convictions not involving moral turpitude.
   c. The Executive Director may refuse to grant or renew, or may suspend or revoke the application of any candidate or employee for District employment for any of the following causes:
      i. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular employment;
      ii. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular employment and if the Executive Director determines, after investigation, that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.
   d. The Executive Director shall explicitly state in writing the reasons for a decision which prohibits the person from engaging in District employment, if the decision is based in whole or in part on conviction of any crime described in Paragraph two of this section. Completion of probation or parole supervision or of a period of three years after final discharge or release from any term of imprisonment without any subsequent conviction, shall create a presumption of sufficient rehabilitation for purposes of Subsection c, ii, above;

3. has made any material omission, false statement or produced any false document in support of the application;

4. has failed to complete the application correctly or submit the application within prescribed time limits;
5. has submitted an application for a job that is closed for recruitment;
6. has attempted to use political influence in securing a District position; or
7. has otherwise violated these Rules.

B. The District shall notify each candidate whose application is rejected.

2.10 Examinations-General.

A. Examinations shall be confined to those matters which test the candidate’s capability in areas which are directly job-related and which fairly, validly, and reliably test the capacity and fitness of the applicant to successfully discharge the duties of the position for which the examination is administered.

B. Examinations may be written, oral, or physical, and may include but are not limited to performance tests, ratings of training, rating of education, or any combination of tests and procedures.

C. New tests may be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.

D. No test shall be administered by the District without such test having been approved by the Executive Director or by a duly authorized state or federal agency.

2.11 Exemption from Examination.

A. The Executive Director may exempt from competitive entrance tests those professional and technical persons who possess recognized registration or certification who are applying for positions, which require such registration or certification.

The Executive Director may also exempt from competitive entrance tests certain jobs where job-related ranking measures are not practical or appropriate.

2.12 Selection for Employment.

A. Applicants shall be selected who are best able to perform job requirements without regard for membership or inclusion in a Suspect Class, political affiliation or other non-merit factors.

B. The selected candidate may not start employment until background checks, pre-employment physicals, and drug tests are successfully completed as required.

C. Those candidates interviewed but not selected shall be notified in writing of their non-selection in a timely fashion.

2.13 Emergency Hiring.
A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.

B. If no candidates are available for the classification, the District may hire an apparently qualified person without testing.

C. An emergency hire may be converted to a probationary, regular, limited term, or temporary employee with the approval of the Executive Director if the individual

1. passes the appropriate test; or

2. has taken but not passed the appropriate test; the Department Management certifies that the employee is performing at a satisfactory level; and there are no available candidates for the position.

D. No individual shall hold an emergency appointment longer than ninety (90) days in any twelve (12) month period, unless approved by the Executive Director.

2.14 Reemployment Process

Former employees who separated from the District in good standing may be re-hired by the District within one (1) year from the date of separation without recourse to analysis of additional Candidates. However, nothing herein shall be deemed to require reemployment of former employees.

A. The individual must submit an application and meet the minimum qualifications for the classification and the re-hire must be approved by the Executive Director.

B. Such individuals will be treated as a new employee regarding probationary period, leave accrual, seniority, and other employee privileges unless a Collective Bargaining Agreement expressly provides for contrary treatment.

C. Former classified employees, who were laid off as a result of a reduction in force, may be offered reemployment by the District pursuant to the Rules and Regulations regarding reduction in force.

D. Former employees who are listed as ‘not eligible for rehire’ in the District’s personnel files and shall not be eligible for reemployment with the District if they were terminated for a serious infraction of District rules. The determination as to whether an infraction is serious, or minor is in the sole discretion of the Executive Director but any infraction that constitutes a safety violation shall be deemed serious.

D.E. Former Employees terminated by the District for minor infractions may be considered for re-hire after the expiration of five years from the termination date.

2.15 Probationary Period

A. New employees shall satisfactorily complete a Probationary Period as a precondition for continued employment by the District.
1. The Probationary Period for new, promoted or re-employed employees is six (6) months.

2. Prior to the expiration of the Probationary Period a supervisor may extend the Probationary Period up to an additional ninety (90) days for further evaluation if, in the opinion of management, it is necessary to determine the employee’s ability to adequately perform the job, and the extension is approved by the Executive Director.

3. If leave without pay is taken during the probationary period, the probationary period shall be extended by the number of days of leave without pay used by the employee.

**B.** An employee may be separated from employment by the District without a right of appeal or hearing at any time during the probationary period for any reason so long as the reason is not contrary to the express limitations in these Rules regarding Suspect Classes.

**RULE 3 – CLASSIFICATION AND COMPENSATION**

3.1 **Authority.**

The District has authority pursuant to NMSA 1978, Section 73-25-5 (G) (6) to appoint, hire and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants. In order to implement this authority on an equitable and fair basis the District hereby elects to implement a system of Classification and Compensation as further defined by these Rules. Classification and Compensation may be the subjects of separate District policies which may be changed from time to time independent of these Rules.

3.2 **Preparation of Classification System.**

The Executive Director or a contractor or agent shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into Classifications on the basis of essential duties, responsibilities, and minimum qualifications required.

3.3 **Content of Classification System.**

A. The Classification System shall include the descriptions for the various classifications, which may be subdivided or grouped as deemed appropriate. Each Classification shall be assigned a salary range which shall be used by the District to ensure fair pay to employees within each Classification.

B. Written descriptions for each classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the classification;

2. Examples of typical essential tasks performed, responsibilities, and working conditions;
3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an employee should possess; and

4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of certain positions, a classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a classification is revised, the title of classification and in some cases the salary range assignment may be affected. The salary of individual employees in the revised classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every position in the District shall be allocated to a Classification; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the Classification descriptions, shall be allocated to that same Classification.

B. The title of a Classification shall become the title of positions under that Classification and shall be used on all official records and correspondence relating to individual positions within the Classification.

C. Department Management may recommend the allocation or reclassification of positions to one of the Classifications in the Classification System or a new Classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended reclassification of a position to a different classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a position is improperly allocated, the Executive Director shall reallocate it to its proper classification.

F. When a new position is contemplated, the position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a position until the position has been allocated to a classification and approved by the Executive Director.

3.6 Types of Employees.
The District recognizes the rights and duties of employees and employers under New Mexico law which includes the employment contract between employer and employee under these Rules. In addition to Classification of employees the District distinguishes between types of employees based upon the following standards.

A. A Classified Employee is a full or part-time position, the duties of which do not terminate at any stated time. The term Classified Employee includes the status of said employee as further defined herein.

B. An Exempt Employee (Non-classified) is a full or part-time position, exempt from the classified service under the FLSA.

C. A limited term employee is the employment of a person with benefits for a limited and specified time period, e.g., one year or longer subject to funding for the project or program. Limited term employees are subject to these Rules and all other rules and regulations of the District, except for the right of appeal regarding separation from employment following the expiration of a term or project or program funding.

D. A temporary employee is a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of continuous employment unless otherwise approved by the Executive Director. Temporary employees are not eligible for benefits and have limited remedies for employment disputes as stated herein. Temporary Employees may be converted to Classified or limited term status in the same classification and credited with up to six-months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director. Temporary employees may fill in for Classified Employees on Long Term Disability, Family Medical Leave, Worker’s Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these employees will receive the same insurance and paid leave benefits as Classified Regular Employees, beginning the seventh (7th) month of their employment. However, these employees will remain temporary for all other purposes.

E. An At-Will employee is an employee who is freely terminable and not subject to the requirements of these Rules regarding Disciplinary Action and Just Cause for purposes of termination as further defined in these Rules. At will employees are not required to serve a Probationary period due to the fact that since they are freely terminable.

F. A full-time full-time employee is an employee who generally works 40 hours or more in a given work week or 80 hours or more within a given two week weeks pay period.

G. A part time employee is an employee who works less than 40 hours per week or less than 80 hours in a given two week weeks pay period.

H. Volunteers/interns are defined in these Rules and are subject to the following:

1. An Intern may or may not be an Employee and internships may be created and managed as needed by the Executive Director. Interns are subject to the same requirements and restrictions as employees prior to performing work comparable to that of an Employee.
2. Unless otherwise employed by the District, a volunteer is not an Employee but is subject to the same requirements and restrictions as Employees prior to performing work comparable to that of an Employee.
3. Volunteers are not eligible for District benefits.
4. As defined by the Fair Labor Standards Act (FLSA), a volunteer is an individual who performs a service for the District without expectation of payment for the service.

5. Volunteers and interns are responsible for complying with all policies of the District.

6. Prior to the commencement of any volunteer/intern service for the District, each volunteer shall complete an application, and any provide the District with such information as is normally required of Employees.

7. Volunteers/interns who assignments will include safety sensitive duties will be required to undergo background checks, drug and alcohol tests, and a driver’s license check as needed to work in the District.

G.

3.7 Compensation Policy.

A. Compensation for District employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

B. It is the policy of the District that any comprehensive Compensation plan, for all classifications of the District is subject to and limited by the availability of funds as determined by the Board. The Board shall be the final arbiter of available funds.

C. An employee working 40 hours, minimum, per week is eligible to receive full benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial benefits on a pro rata basis.

3.8 Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation plan for all classifications in the District shall be prepared under the direction of the Executive Director. The Compensation plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District employees, and the District’s financial condition and ability to pay.

3.9 Adoption of the Compensation Plan.

The Compensation plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.10 Revision to the Compensation Plan.

The Compensation plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.11 Administration of the Compensation Plan.
A. The approved Compensation Plan shall constitute the official schedule of pay for all classifications in the District to which such Compensation plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no pay shall be approved unless it conforms to the approved Compensation plan.

B. No employee in the District shall be paid less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation plan unless otherwise provided for in these Rules.

C. The entry pay of any employee of the District shall be the minimum pay in any applicable pay range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

D. Increases in pay within the pay range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall consider an employee’s compliance with District policies and procedures, job performance, competence and job knowledge when evaluating any increase in pay of an employee.

3.12 Individual Pay Adjustments and Promotion.

A. Promotions within a classification will result in a pay rate increase to, either the minimum pay for the Classification based upon the current Compensation plan, or up to 10% increase if the employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

B. Promotions from a lower level Classification to any higher level Classification will result in a pay rate increase to the minimum pay for the Classification based upon the current Compensation plan, or up to a 10% increase if the employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

C. A higher pay rate may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

D. The pay of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions, job assignment or particular duties caused by the change.

E. The pay of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

3.13 Decreases in Pay

A. If an employee is demoted for their inability or unwillingness to perform the assigned duties and essential functions of their position, then that employee may also suffer a decrease in pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never shall decrease pay below the lowest pay for the Classification.
B. An employee may receive a reduction from their current Classification to a lower Classification with no reduction in pay if the reclassification of the employee’s position is due to reorganization or a reduction in force.

C. The pay of an employee who voluntarily takes a Classification reduction may be reduced but never below the lowest pay for the Classification.

D. Pay of all employees may be decreased uniformly and equitably for budgetary reasons or in the context of a reduction in force or furlough upon the recommendation of the Executive Director and approval of the Board.

E. Affected employees shall be given at least twenty-eight (28) days’ notice and such additional notice as may be required prior to any reduction in force.

F. In no case shall pay be reduced below the minimum rate for the Classification.

G. Pay decreases may be made to types of employees, when deemed necessary by the Board due to budgetary constraints. Reductions in pay shall be implemented in such a manner as to reduce pay to Classified employees as a last resort. In the event that the Board decreases pay by employee types the pay decreases shall be imposed in the following order of priority:

1. Emergency.
2. Temporary.
3. Limited Term.
5. Exempt.
6. Classified

3.14 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an employee’s performance, subject to the availability of funding.

B. Exempt, Classified and limited term employees whose performances are average or above average, may be granted a performance increase. Any limitations for such increases shall be approved by the Board, and shall be further limited by the pay permitted to the Classification. Periodic performance evaluations may be performed as needed. Management may in its discretion perform performance evaluations at any time but shall generally perform evaluations one (1) year from the most recent of:

1. Rehire or re-employment
2. Initial employment
3. Promotion.
C. Generally, performance increases shall only be considered annually. Any period of leave without pay in excess of thirty (30) days shall not be credited as continuous service in calculation of this annual period. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary employment to the same Classification, will be credited toward calculation of this annual period.

D. The Executive Director may authorize a pay increase within the range permitted for a Classification as an incentive for the retention of exempt, classified and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. The District must have satisfactory proof of an outside job offer.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3. Before receiving a pay increase for retention, an employee must sign a written agreement to complete a specified period of service with the District.

E. The Executive Director may authorize a pay increase within the range permitted for a Classification as an incentive for the retention of limited term “seasonal” employees who return to work in subsequent seasons. The following will be required:

1. The District must be satisfied that the limited term employee’s prior work was satisfactory and that the rehiring of the employee is a benefit to the District because of the employee knowledge and training regarding District operations.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3.15 Red Circle Rate.

Red Circle Rate refers to the rate of pay for an employee whose pay rises above the current maximum pay for the Classification to which the employee is assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. However, the employee may be eligible for a performance increase based on a performance review which will be treated as a one-time award distribution and not added to the employee’s base pay.

During the two-year salary freeze period, if the employee’s rate of pay falls below the maximum within the pay range, the freeze shall be lifted. If at the end of two years, the employee’s pay rate exceeds the maximum permitted for the Classification, that employee’s pay rate shall be reduced to the maximum for the Classification.

3.16 Overtime Compensation.

A. In order to meet the demands of work, employees may be required to work in excess of the hours designated in their normal work week. Overtime compensation will be paid to employee, as indicated below, for actual hours worked. Supervisors are responsible for scheduling overtime in advance whenever possible and keeping overtime usage to a minimum consistent with the budget. However, the needs of the District and service to its constituents may dictate overtime usage and
supervisors are responsible for raising the budgetary needs and impacts of overtime usage with the Executive Director as early as possible to ensure a proper balance is struck between staying within budget and meeting District service needs.

B. Exempt Employees who work in excess of more than the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of more than forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted administrative leave in consideration of their work efforts.

C. Overtime will normally be permitted or required when service demands present no other reasonable alternative. Because of the size of the District and the nature of the District's business supervisors and managers may require individual employees to perform overtime work based upon their geographical location and access to District property and equipment. However, when a supervisor has determined that overtime work may be equitably distributed, employees may be required to work a proportional share of the overtime assigned to the employee's Classification or work unit. Refusal to accept an overtime assignment may result in disciplinary action.

D. Nothing in these Rules shall be construed as limiting the authority of the District to schedule Employee work time and to limit all work within the Workweek to forty hours. The District reserves the right to reschedule hours or days of work to limit the use of overtime and to require the use of leave by employees when they do not actually work their scheduled hours during a Workweek.

A department may “flex” a non-exempt employee’s work schedule within the workweek in order to keep the employee’s work hours at the employee’s authorized number of hours for the week. “flex” for this purpose means to temporarily alter the employee’s starting and/or quitting times for a day or days in a work week. For example, if a non-exempt employee who normally works eight hours per day, five days per week, is required to work 10 hours on Monday, the department may require the employee to work two hours less on another day in the same work week in order to keep the employee’s hours at or below the authorized number of hours. “Flexing” may only be done within the same work week, not over a two week pay period, and shall only be done in accordance with department procedure.

C.

D.E. Non-exempt employees shall be compensated for overtime at one and one-half (1 1/2) times their hourly rate of pay unless otherwise specified in the Fair Labor Standards Act (FLSA). Non-exempt employees shall be paid for overtime within the pay period that the overtime is worked unless the employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

E.F. The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;
4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

**F-G.** The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions above, an employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break or meal periods;

7. Comp-time hours used;

8. Standby time.

9. Travel time between home and work.

Employees whose scheduled day off falls on the observed holiday shall be given 8 hours of annual leave or compensatory time. In order to be eligible for holiday pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a proven illness) on the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday.

1. **G.** Travel time may be work time depending upon the nature of the travel. The District will maintain a matrix showing compensable and non-compensable travel time, when required by the District.

0. Travel from home to work and from work to home is not work time unless the travel is required by the District to an alternative work site that is not the employees regular
work site. Any such paid travel time shall require prior approval by the Executive Director.

Time spent by an employee in travel as part of his/her normal activities, such as travel from job site to job site during the employee’s regular working hours, or operation of a transit vehicle for public transit, is work time and must be recorded.

1. Travel performed outside of an employee’s normal work schedule as a result of assigned duties may constitute work time. The Human Resources Office must be consulted in advance to determine whether or not such travel time is work time.

3.17 Compensatory Time.

A. In some cases, compensatory time may be granted to Classified Employees in lieu of cash payment. Classified Employees may accrue and use up to forty (40) hours of compensatory time annually in any single fiscal year. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the employee, at the employee’s then current regular rate of pay.

B. Classified Employees who separate from the District shall be compensated for all accrued compensatory time.

3.198 Holiday Pay.

A. All Classified, Non-Exempt or Limited-Term Employees who are required to work a holiday shall be compensated at the rate of one and a half (1.5) two (2)-times their hourly rate for all hours worked and shall also receive pay for holiday time describe below as a benefit.

B. All Classified, Exempt or Limited-Term employees who do not work on a holiday shall be paid an amount of holiday pay calculated at the employee’s straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose Work-day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed unless the required use of leave is prohibited in a CBA or by law.

C. In order to be eligible for holiday pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a
proven illness, that has been certified by a medical provider) on the regular scheduled workday immediately preceding the holiday and the regular scheduled Workday immediately following the holiday.

3.189 General Wage/Salary Adjustments.

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute any formal Compensation plan. Any change in Compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director’s approval, will make final determinations of any changes regarding Compensation. If general, across-the-board, adjustments in Compensation are approved for District employees, then the change will be effective on a date determined and approved by the Board of Directors. General adjustments in Compensation are separate and distinct from merit based adjustments to Compensation. General adjustments may affect the Compensation plan only, potentially shifting the pay of all employees in relation to the midpoint without changing individual Compensation.


Adjustments to any Compensation plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). The District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. If the District’s Board approves an adjustment to a Compensation plan, all employees, except those being red circled (frozen for having reached the top of their salary scale), shall receive the benefits of such general COL adjustments to the pay plan unless such employees are represented by a union and such adjustments, if any, are governed by a collective bargaining agreement.

In determining the total compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base salary plus all employer cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.201 Pay Upon Separation from Employment.

When employees are separated from employment with the District for any reason, they shall be required to return all District property and equipment and to resolve all financial obligations involving their employment with the District. Any such obligation not resolved prior to separation may be itemized and deducted from their final paycheck as contested amounts which the District claims to the extent that the deduction is legally authorized and not in violation of minimum wage requirements. The employee’s final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime not disputed by the District, will be issued on the next regularly scheduled pay period following termination or within 10 days of separation from employment whichever is sooner. Claims for disputed amounts must be timely filed by the employee with the District following issuance of the final paycheck.

3.212 Pay Advancement.

It is illegal for the District to make pay advances to employees and no such advances shall be authorized or made. Furthermore, the District may not pay employer’s share of any paycheck deduction in a manner that would constitute an extension of credit in violation of the New Mexico
State Constitution. Employees who have expended all leave and not returned to work may be required to tender the full amount of any premium or contribution due for continued participation in employee benefits pending their return to work. Nothing herein shall be deemed to require the District to continue to employ an employee or hold open a position for an employee who has not returned to work.

### 3.223 Standby pay and callout pay.

The Executive Director is authorized to establish administrative regulation regarding standby pay and callout pay for employees required to be available at times not outside the regular work schedule or any such time as the District requires the employee to be available. However, nothing herein shall authorize any pay that would be in violation of the District Compensation and Classification Plan, any Collective Bargaining Agreement or federal and state laws.

### 3.243 Out of Classification/Temporary Assignment Pay.

The Executive Director is authorized to establish administrative regulations regarding employees who are assigned additional duties and responsibilities of a different job or Classification in addition to their regular job duties. The Executive Director is authorized to increase and employee’s pay by up to ten percent (10%) on a temporary basis for out of classification/temporary assignments. The Executive Director shall provide any employee assigned such additional duties a written statement outlining the specific additional job duties or tasks the employee is responsible for and explaining that any increase of pay under this rule is for the additional job duties and shall only be paid for so long as the employee performs the additional job duties. Nothing herein is intended to allow or require any District employee to perform job duties that they are not qualified to perform. Employees should also be advised that out of classification pay is expressly authorized in instances where an employee is qualified to perform some but not all job duties of another job and that the temporary assignment of partial duties does not indicate that the employee is qualified to perform all the job duties.
RULE 4 – EMPLOYEE WORK WEEK, HOURS AND LEAVE

4.1 Work Week.

A. The Work Week for full-time employees shall consist of forty (40) hours in a seven-day period. The standard Work Week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. However, the Executive Director has the authority to vary the Work Week if the efficient operation of the District so requires. There are two Work Weeks in a pay period.

B. The District may impose a work schedule for each particular position altering the specific hour of work for the position to meet District needs. Work schedules may require any combination of hours within a Work Week deemed necessary for District operations including but not limited to split shifts, scheduled work on weekends or holidays, scheduled work in early morning and late evening hours, and scheduled work consistent with routes bid under any current CBA. Failure to follow any District work schedule may be grounds for disciplinary action.

C. Hours worked within a Work Week shall be tabulated by including all hours actually worked by an employee as contributing toward the forty (40) hour Work Week and only permitting or requiring the use of leave or the payment of overtime when actual hours worked exceed or fall short of the 40 hours required for a Work Week.

4.2 Work Day.

The Work Day shall be determined by the Executive Director to best meet the needs of the organization and the work day may vary by position depending upon the operational needs of the District.

4.3 Work Hours

A. Full-time District employees have a regular Work Week of forty (40) hours. All Exempt employees and any Classified Employee who performs administrative support work for the District shall generally be required to work from 8:00 A.M. to 5:00 P.M. Monday through Friday unless an alternative schedule is approved for the specific position.

B. Normal work hours for Classified Employees who do not perform administrative support work shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing District requirements, availability of properly trained and licensed employees and unforeseen events and conditions. It is the responsibility of supervisors to prescribe work hours in such cases.

C. Lunch Breaks shall be set by Supervisors with the approval of the Executive Director generally a one-hour lunch break shall be provided to all Classified employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

D. Relief periods are permitted for the purposes of breaking up a continuous period of work to improve the well-being and performance of employees. Relief periods may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and
once in the second half. Employees shall not combine two (2) relief periods into one, nor shall they be allowed to combine a relief period with a lunch break. Relief periods shall not be used or skipped in a manner that permits employees to start or leave their work early. Employees are not permitted to leave the work site during a relief period.

Employees may be permitted to have family members or acquaintances at the work site during a relief-meal period break if authorized in advance by their supervisor and as provided for by the District’s “Visitors in the Workplace” administrative policy.

Nothing herein shall be deemed to limit the District’s ability to provide reasonable accommodations to employees as the District deems appropriate and in compliance with all relevant laws including but not limited to the Americans with Disabilities Act. Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors shall not permit Classified employees to forego their lunch break or continue working while having lunch or allow any similar changes to the work schedule that would permit or require accumulation of uncompensated overtime. Lunch breaks shall not be eliminated or shortened so that employees can alter their regular schedule in any way unless previously approved by the employee’s Supervisor and the Executive Director.

4.4 Other Employment while on duty for the District.

No employee shall engage in any other employment or self-employment, during the hours the employee is scheduled to work for the District. Violation of this Rule may be grounds for disciplinary action.

4.5 Outside Employment.

A. It is anticipated that employment with the District will be the employee’s primary duty and all employees are required to ensure that any other employment does not interfere with their ability to fully and professionally perform their duties as District employees. All employees engaging in employment other than with the District must have prior District approval.

B. To assure no conflicts exist between District employment and outside employment (including but not limited to conflicts of interest, schedule conflicts or travel conflicts) employees who engage in employment in addition to their District employment are required to obtain written approval on a prescribed form from the Executive Director.

C. Before an employee may work for any other organization or engage in business for himself/herself, approval of the Executive Director is necessary to determine that:

1. Neither the employee nor his/her subordinates shall conduct any business connected with the employee’s outside employment while on duty.

2. There is no conflict between the employee’s official duties with the District and the proposed outside employment.

3. The employee is serving the District satisfactorily and will be able to do so if he/she undertakes outside employment.
D. Approval authorizes outside employment for a period of one (1) year from the time of approval. The employee must re-apply on a prescribed form for continued approval annually so long as employee wishes to continue outside employment.

E. Authorization to engage in outside employment shall be suspended during periods of sick or disability leave.

4.6 Holidays and Holiday Pay

B.A. The holiday schedule listed herein is the official holiday schedule. Holidays are a benefit conferred by the District and the pay for holidays is conditioned upon compliance with these Personnel Rules.

The following holidays shall be observed as paid holidays:

January 1 New Year’s Day
January 20 Martin Luther King Day
May 28 Memorial Day
July 4 Independence Day
September 5 Labor Day
October 14 Columbus Day
November 11 Veteran’s Day
November 23 Thanksgiving
November 26 Day after Thanksgiving
December 24 Christmas Eve
December 25 Christmas Day

A. All Classified, Exempt or Limited-Term employees shall be paid for holidays listed herein at the employee’s straight-time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed unless the required use of leave is prohibited in a CBA or by law.

B. D.A. All Classified Employees who are required to work a holiday shall be compensated at the rate of two (2) times their hourly rate for all hours worked.

E.C. Whenever a legal public holiday falls on a Saturday, it will be observed on the preceding Friday and whenever a legal public holiday falls on a Sunday, it will be observed on the following Monday. If Christmas Eve falls on a Sunday it shall be observed on the preceding Friday. Should an employee be on an authorized Leave with Pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave.

D. Any employee whose regularly scheduled day off falls on a day designated as a holiday shall be entitled to an additional day off. The Department head shall schedule this additional day off at the mutual convenience of the District and the employee. This additional day should be scheduled as close as possible to the holiday as practical.

E. Employees whose scheduled day off falls on the observed holiday shall be given 8 hours of annual leave or compensatory time. In order to be eligible for holiday pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay
status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a proven illness) on the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday.

E. Any employee whose regularly scheduled day off falls on a day designated as a holiday shall be entitled to an additional day off. The Department head shall schedule this additional day off at the mutual convenience of the District and the employee. This additional day should be scheduled as close as possible to the holiday as practical.

4.7 Approval of Leave.

A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Executive Director.

B. All requests for leave shall be submitted in advance of the beginning date of the leave, (except requests for unanticipated sick leave which shall be submitted for approval at the earliest possible time), and the duration and kind of leaves shall be recorded on the payroll. Supervisors are responsible for providing sufficient advance notice of any employee leave to ensure that the approval of leave by the Executive Director shall be made at a time and in a manner that permits consideration of District needs prior to the employee’s absence from work.

C. The Executive Director or (in the case of the Executive Director’s leave the Chair of the NCRTD Board) shall regulate annual leave usage by requiring the scheduling and preapproval of leave in order to ensure proper operation of the District. In no circumstances shall an entire department be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave and seeking pre-approval of leave so as to avoid unreasonable interference with District operations. Each employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that will avoid unreasonable interference with District operations and the loss or conversion of leave.

D. Paid leaves of absence are subject to the employee’s accrued leave balance and the scheduling requirements of the Department Manager.

E. All requests for leave without pay are subject to the rules set forth below.

4.8 Accrual and Use of Annual Leave.

A. Annual leave is accrued in accordance with the schedule below. Part-time employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary employees do not accrue Annual Leave. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate annual leave, but only a limited amount may be carried forward from year to year based on the schedule below. All hours of annual leave that may not be carried forward by the end of last pay period in the calendar year will be credited to the employee’s sick leave balance on the first pay period of following calendar year.

**Annual Leave Accrual Schedule**
<table>
<thead>
<tr>
<th>Months</th>
<th>Length of Service</th>
<th>Annual Leave Hours/days</th>
<th>Hours Accrued (based on 80 hours worked per pay period)</th>
<th>Maximum Accumulation² (current employees)</th>
<th>Maximum Accumulation³ (new employees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 48</td>
<td>0 thru 4 years</td>
<td>80 hours/10 days</td>
<td>3.077 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>49 – 108</td>
<td>5 thru 9 years</td>
<td>120 hours/15 days</td>
<td>4.62 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>109 -299</td>
<td>9 thru 24 years</td>
<td>160 hours/20 days</td>
<td>6.15 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
<tr>
<td>300 +</td>
<td>25 years or more</td>
<td>200 hours/25 days</td>
<td>7.69 hours</td>
<td>2 times annual accrual</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

**B.** Annual leave shall be taken for the actual number of hours absent from a normal work week and in increments of not less than 1/4 hour increments.

**B.C.** Annual leave requires the scheduling and preapproval of leave from the employee’s supervisor. If an employee calls off on a workday and request to use annual leave for a non-proven emergency event, the leave will be denied. The employee may be placed on LWOP or AWOL for the time not worked and may be disciplined up and to include dismissal.

**C.D.** Upon termination of employment an employee shall be paid for any annual leave which has been accrued but not taken.

**D.E.** The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

**E.F.** The preceding caps on accumulated leave may be altered if an employee participates in the District sick leave incentive program and transfers sick leave to annual leave. At the time of such transfer and thereafter for the term of any employment with the District the employees annual leave cap shall be altered to allow for the higher cap permitted under these Rules.

### 4.9 Family Medical Leave Act, (FMLA).

- **A.** Eligible employees are entitled to Family Medical Leave (FML) in accordance with the FMLA.

- **B.** Employees who have been employed by the District for a total of at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of any period of proposed FMLA leave are eligible employees. During any period of unpaid leave, employees must continue to pay the employee’s share of health insurance premiums.

Based on an employee’s length of service, employees may accumulate and carry over into the first pay period of the calendar year accrued and unused vacation, not to exceed two (2) times the annual maximum accrual.

All employees hired after the effective date of adoption of these revised Rules may accumulate and carry over into the following year accrued and unused vacation not to exceed 240-hours subject to the provisions in section 4.9.
C. Eligible employees are entitled to a total of twelve (12) work weeks of FMLA leave during a rolling 12-month period measured backward from the date on which the employee last used any FML for:

1. Birth of a child of the employee and care for the newborn child.
2. Placement of a child with the employee by way of adoption or foster care.
3. Care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition.
4. A serious health condition that renders the employee unable to perform any of the essential functions of the employee's position; or
5. Any qualifying exigency when the employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."
6. Any other qualifying event as established by the FMLA.

D. Military Caregiver Leave Entitlement. Eligible employees are entitled to a total of 26 work weeks in a single 12-month period per covered service member, per-injury, measured forward from the date the employee's leave begins, to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation or therapy, is on outpatient status, or is on the temporary disabled retired list for a serious injury or illness.

E. Employees are required to use all available paid leave concurrently with FMLA leave.

F. Employees shall not accrue annual and sick leave, nor be paid for holidays while on unpaid FMLA leave.

G. All medical records and correspondence relating to the employee and/or their family’s medical conditions shall be confidential and shall be protected from disclosure to the maximum extent permitted by law. However, the District reserves the right to demand, examine and retain such medical records as are necessary to ensure proper use of FMLA leave.

H. These Rules expressly authorize the District to adopt implementing policies for the administration of the FMLA and procedures for FMLA monitoring and use of FMLA leave.

I. The District shall require medical clearances to the extent and in the manner permitted by law as a precondition for return to work following the use of FMLA leave.

4.10 Sick Leave General Provisions.

Sick leave is provided as a benefit to prevent or minimize an employee’s loss of income during time lost due to personal and family illness or injury. Supervisors are responsible for controlling excessive absenteeism and abuse of sick leave by employees under their supervision. Employees are expected to utilize sick leave responsibly and should minimize their sick leave usage where possible.
G. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than $1/4$ hour increments.

A. one hour. All sick leave shall be accounted for by reporting its use on the approved forms for pre-scheduled sick leave or upon returning to work. Employees must submit a sick leave form within 24 hours or by the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTD Board shall be authorized to approve all sick leave for the Executive Director.

B. Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from an:

1. employee having an illness or injury which renders him/her unable to perform his/her duties;

2. an employee having a medical examination, consultation, or treatment by a licensed practitioner; or

3. an employee’s Immediate Family Member as defined by the FMLA, requiring his/her presence because of injury, illness or medical treatment.

4.1 Accrual Rates for Sick Leave.

A. Sick leave for full time employees shall be accrued at the rate of 3.077 hours per two-week pay period (80 hours per year) to a maximum of seven-hundred-twenty-twenty (11720) hours.

B. Sick leave may only be taken in the event of illness of the employee, or the employee's Immediate Family. The District may require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their Immediate Family member, provides an estimate of when the employee will be able to return to work, states whether the employee's incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. If the employee’s leave qualifies as protected leave under the FMLA, the District may require a medical certification as provided by federal law.

4.12 Sick Leave Incentive Transfer/Sell Back Program.

A. The following provisions shall apply to non-represented employees who are not already covered under the Collective Bargaining Agreement’s comparable program. The intent is to give non-represented employees an additional incentive to make judicious use of sick leave.

B. Annually, 15 days prior to the first pay period in December, employees who meet the criteria described below may elect to participate in the sick leave transfer/sellback program by completing the applicable forms.

C. All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to transfer/sell back unused sick leave hours under this program.
D. Employees who have accumulated sick leave in excess of 80 hours are eligible to annually transfer to their vacation leave balance or to sell back up to 80 hours of sick leave per year at the value listed below. Employees who utilize the annual sick leave transfer/sell back program must maintain a sick leave balance of 80 hours after transferring or selling any hours.

E. Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum vacation accumulation cap changed from the standard (two times annual accumulated leave) to three times the annual accumulation.

F. Employees utilizing the sell back of sick leave (rather than conversion to annual leave) for a calendar year will not be eligible to have their maximum vacation accumulation changed.

The percentage value at which sick leave maybe transferred to vacation leave or sold back is based upon the following:

<table>
<thead>
<tr>
<th>Number of Sick Leave Hours Used Annually (calendar year)</th>
<th>Percentage Transfer/Sell Back Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hours or less</td>
<td>100%</td>
</tr>
<tr>
<td>25 – 32 hours</td>
<td>75%</td>
</tr>
<tr>
<td>33 – 40 hours</td>
<td>50%</td>
</tr>
<tr>
<td>41 hours or more</td>
<td>25%</td>
</tr>
</tbody>
</table>

G. The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

F

4.13 Sick Leave Credits Upon Separation.

A. Termination – Any employee who terminates his/her service with the District before retirement shall not be paid or receive any credit for unused sick leave at the time of termination.

B. Retirement – Any employee who retires from the District under the Public Employee Retirement Association (PERA) retirement system and has a minimum of five (5) years creditable District service meets all PERA retirement requirements may be allowed to use his/her unused sick leave balance to extend his/her period of employment with the District prior to separation and retirement. Unused sick leave payment are made through continuation of the member on the regular payroll for the period represented by that payment, service time on an hour for hour basis. Full-time regular hours of accrued and unused sick leave to extend his/her service time for PERA service time. (Subsection 10-11-2U, 1978 NMSA provides for use of sick leave in this manner.) To be eligible for this benefit, an employee must file his/her intent to retire with PERA, the Executive Director, and the Human Resources Office.

4.13 Misuse of Sick Leave.
Misuse of sick leave by an employee affects the efficiency and productivity of other employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent employee. Therefore, misuse of sick leave shall be cause for disciplinary action.

“Misuse” is considered the use of sick leave for that which it was not intended or provided. Examples of “misuse” may include, but are not limited to, the following:

1. Patterned sick leave usage before and/or after holidays.
2. Patterned period of sick leave usage before and/or after weekends or regular days off;
3. Patterned period of sick leave usage after pay days;
4. Absence following overtime worked;
5. Continued pattern of maintaining zero or near zero leave balances; and/or
6. Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers’ Compensation shall not be considered when determining whether or not there is misuse of sick leave.

If a supervisor believes that an employee is misusing sick leave, the supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used in accordance with this policy.

4.14 No Payment for Sick Leave upon Termination.

Upon termination of employment with the NCRTD, an employee shall not be paid for sick leave that has been accrued but not used.

4.15 Reporting Sick Leave.

Sick leave must be reported to the Executive Director, or the employee’s immediate supervisor, at a minimum, two hours in advance of the employee’s start of their work day. Failure to report their absence at a minimum of two hours prior to the start of their work day may result in the employee’s leave being unapproved by the Executive Director or their supervisor.

4.16 Exhaustion of Sick Leave and Absence without Leave.

If an employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the employee fails to report for work as required.

4.17 Reporting Potential FMLA Eligible Leave.

Supervisors should refer to the Family and Medical Leave policy regarding an employee’s absence from an injury, illness or temporary disability. If an employee’s absence is anticipated to be more than three-five (35) days, or once the employee exceeds three-five (35) days of absence, due to
either their own illness/injury or to their family member’s illness/injury, the absence should be reported to Human Resources.

4.18 Reporting Return to Work Prior to Leave Expiration.

Employees not planning to return to work following an extended sick leave must notify their supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician’s statement). An employee who does not return to work within the time frame specified by a physician may be subject to disciplinary action.

4.19 Leave Without Pay.

A. The District may grant leave without pay (LWOP) either when required to do so by law or when, in the District’s sole discretion, it determines that the following criteria are met:

1. The employee has exhausted all applicable accrued leave and compensatory time;

2. The employee has demonstrated a clear and reasonable basis for taking leave;

3. The District will not suffer undue hardship by holding open the employee’s current position or is reasonably certain it will have a position of like status and pay available at the same work location upon the return of the employee from LWOP.

4. The leave period will not exceed thirty (30) consecutive calendar days (in the case of probationary employees) or six (6) consecutive months (in the case of Classified Employees).

B. Employees shall not accrue sick or annual leave while on LWOP.

C. Employees are not eligible for paid holidays while on LWOP.

D. Employees who desire to continue insurance and other benefits provided by the District while on LWOP, must make advance arrangements to pay the employees share of monthly group insurance premiums for the covered employee and any covered dependents. Where the LWOP is granted on a discretionary basis (non-FMLA leave) the employee share of all employee benefits provided by the District shall be the full cost of the benefits. Failure to pay insurance premiums or other costs of benefits may result in cancellation of coverage. Payment will be due on the first day of the month but shall have a 30-calendar day grace period before the payment is deemed overdue and the District cancels or suspends the benefit program.

E. LWOP shall be recorded by the District on a Personnel Action Form.

F. Failure to report to work upon the expiration of approved LWOP may be grounds for disciplinary action up to and including termination.

G. Return from leave without pay LWOP shall be recorded by the District on a Personnel Action Form.

H. The Executive Director is granted the maximum discretion permitted by law to implement the provisions of these Rules regarding LWOP as he or she deems necessary and appropriate for the efficient administration of the District.
H.I. Employees may be placed upon LWOP status involuntarily if they are the subject of Disciplinary Action that will result in termination.

4.20 Absence without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave may be considered to be absent without leave. Unauthorized absence may be grounds for disciplinary action up to and including termination.

B. An employee who is absent from work without authorized leave for three (3) days may be deemed by the Executive Director to have abandoned their job and voluntarily terminated their employment.

C. Employees who fail to obtain prior approval of leave where such prior approval is practicable may be subject to disciplinary action up and to include dismissal.

4.21 Administrative Leave.

The Executive Director may authorize paid administrative leave if there are exceptional circumstances and the Executive Director determines that granting paid administrative leave is in the best interests of the District. Paid administrative leave shall generally not exceed five (5) consecutive days. The Executive Director may grant additional administrative leave when deemed necessary and in the best interest of the District but shall promptly report any such extended administrative leave to the Board Chair along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant administrative leave when requested or to limit the Executive Director’s authority to place employees on administrative leave where such action is permitted under these Rules or the law.

4.22 Voting Leave.

In accordance with the provision of NMSA 1978, Section 1-12-42 employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

A. District management may specify the hours during this period in which the employee may be absent.

B. These provisions do not apply to any employee whose Work Day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.

C. An employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

D. The Executive Director shall promulgate such administrative policy as he/she deems necessary for the implementation and enforcement of this Rule regarding Voting Leave.

4.23 Court, Litigation or Jury Leave.
A. General Litigation. When, employees are absent from work for a job-related reason involving litigation by the employee or the District (including testimony by employees at criminal proceedings arising from work or work-related functions where the employee is not a defendant) or regulatory proceedings, by or on behalf of the District, the employee shall be entitled to leave with pay for the required period. Litigation and regulatory proceedings shall include any depositions, required hearings and any related proceedings where attendance is either required by law or in the best interest of the District. Fees received as a witness, or for appearance, excluding reimbursement for travel and meals, shall generally be remitted to the District unless the employee elects to take annual leave.

B. Jury Service. An employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

C. Compulsory Hearings or Testimony. Employees required to attend court on District matters shall receive wages for up to their regularly scheduled hours. Paid leave shall be granted for all time spent in court, hearings, regulatory proceedings and related proceedings such as depositions and shall include net travel time, (actual travel time less the employee’s regular commute). Employees must submit any witness or appearance fees received, however they shall retain any travel expense reimbursements received.

D. Release from Jury Duty. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

E. At the employee’s option, the hours of leave provided under this rule may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from third parties for attendance at the proceeding.

F. Those employees who become involved in personal litigation or who testify or appear in non-District matters or are named as criminal defendants are not eligible for leave with pay, but may use accumulated annual leave subject to the conditions set forth in these Rules or the Collective Bargaining Agreement.

4.24 Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District employee in the military service who is duly qualified for said leave.

4.25 Bereavement Leave.

A. In the event of the death of an employee’s Extended Family member, the District may grant up to three (3) days of bereavement leave for the employee to attend to the funeral arrangement and services. An additional leave of two (2) workdays may be allowed for necessary funeral travel time when approved by the Executive Director. Workdays are defined as the employee’s regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

B. The District, in its discretion, may require some proof that a death in the family has occurred.
4.26 Domestic Abuse Leave

District employees shall be permitted to take up to 14 days of unpaid leave per year as Domestic Abuse leave pursuant to NMSA 1978, Section 50-4A-1 et seq. The District may require that:

A. When domestic abuse leave is taken in an emergency, the employee or the employee's designee shall give notice to the District within twenty-four hours of commencing the domestic abuse leave.

B. The District may require verification of the need for domestic abuse leave, and, if so, an employee shall provide one of the following forms of verification through furnishing in a timely fashion:

1. a police report indicating that the employee or a family member was a victim of domestic abuse;

2. a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or

3. the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

4.27 Paid Administrative Leave for Inclement Weather.

A. Full-Day Closing – The District in its sole discretion may elect to grant administrative leave due to inclement weather. Weather-related paid administrative leave shall be limited to an amount equal to the hours that the employee was scheduled to work and was unable to work or requested or permitted not to work due to the inclement weather. No paid administrative leave shall be granted in consideration of hours worked, hours already approved for leave, or for hours that the employee was not scheduled to work.

B. Partial-Day Closing (delayed opening/early closing) - In the event that normal reporting time is delayed by the District due to inclement weather, employees scheduled and available to work that day (not employees with previously approved leave) may be granted paid administrative leave for the period between their normal scheduled reporting time and the rescheduled reporting time. In the event of an early closing time, those employees actually working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time.

C. Prior Leave Requests - Employees who have sought or obtained any form of leave, or in the case of non-leave earning employees, have called to advise that they will not be reporting to work, are not be eligible for paid administrative leave under this rule or for a refund of leave balances.

4.28 Critical Incident Leave.

The Executive Director is authorized to allow usage of annual leave, sick leave or compensatory time for employees who are involved in critical incidents including but not limited to assaults or
threats while on the job resulting in anxiety that may impair their ability to work effectively. A critical incident occurs when an employee is directly involved in on-duty violence or threats of violence. The leave is granted to allow the employee to recover from the adverse physical or psychological impacts of the incident. The employee shall be authorized to elect which type of leave to use. Where an employee is receiving compensation from worker’s compensation or other victim compensation relief programs the leave shall be authorized only to the extent that the employees pay plus other compensation does not exceed his or her regular pay. If more than one day of leave is required by the employee’s physician or mental health practitioner then the District may require the employee be examined by a medical practitioner of the District’s choosing to give an independent assessment of the need for any additional leave.

**RULE 5- NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT AND RETURN TO WORK**

**5.1 Layoff - Reduction in Force (RIF).**

A. The tenure for all classified employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules. However, this provision shall not be interpreted to prevent the layoff of employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off employees through a RIF only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the employees. The decision to lay-off employees using a RIF shall be made by the Board. All other separations from employment shall follow the pertinent.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all departments.

D. In the event that the Board determines that the District should lay-off employees through a RIF, the Executive Director shall identify organizational units and submit a written RIF plan to the Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.

E. The Executive Director shall define the classifications that will be affected within the organizational units and shall provide a rationale for recommendations made in the RIF plan. Prior to submitting the RIF plan to the Board for approval, any employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director and shall be allowed to present any arguments or information they have at the pre-RIF hearing.

F. All employees objecting to the RIF plan or who may be laid off shall be provided with notice of any Board meeting at which a RIF plan is proposed for adoption and shall be given the opportunity to be heard at the Board meeting.

G. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate layoffs according to the RIF Plan approved by the Board. The order of layoffs shall be according to the RIF plan. Any employee laid off pursuant to a RIF plan shall be given fourteen (14) calendar days prior written notice of the separation from employment.
H. Right of first refusal within the District. All employees affected by the lay-off shall be provided the following opportunities for re-employment by the District following a layoff:

1. Employees to be affected by the reduction in force (RIF) shall be provided the right of first refusal to any position to be filled within the District for which the employee meets the minimum qualifications, at the same or lower pay range of the position the employee currently holds, unless there is an actual layoff candidate from an earlier layoff exercising reemployment rights for the position;

2. Affected employees shall compete only with other employees affected by the reduction in force for positions subject to the right of first refusal;

3. The District’s list of eligible candidates for open positions subject to the right of first refusal shall be comprised of those affected employees meeting the minimum qualifications of the position;

4. The selection of employees from the list of eligible candidates shall be based on the RIF plan and these Rules.

5. Employees shall have ten (10) days from the date of an offer to accept the position unless another time period is mutually agreed upon.

6. Employees who do not accept an offer shall not lose the right of first refusal to other positions but shall be removed from the list of eligible for the position offered. A laid-off employee may refuse one right of first refusal offer. A second refusal of a right of first refusal offer will serve as a voluntary resignation and the District will have no further employment obligations to the laid off employee.

7. After six (6) consecutive months of layoff status, the District shall have no further right of first refusal or employment obligation to the laid-off employee.

5.2 Return from Reduction in Force.

A. Former employees who were in classified status at the time of separation by a reduction in force and who are granted a right of first refusal under the previous Rule shall return to work as follows:

1. The sequence and timing of return to work shall be according to the RIF plan;

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former employee who is offered and accepts employment after lay off shall occupy the position within fourteen (14) days of accepting the offer of employment or forfeit the right of first refusal and have no further right of first refusal.

B. Former employees returned to work according to the provisions of this section shall have that period of time they were laid off counted as time in the service for District (non-PERA) purposes, and do not have to serve a new probationary period if re-employed into permanent status.
5.3   **Furlough-Reduced work schedule.**

A.  In the event of the need for a furlough, the Executive Director shall submit a plan identifying organizational units to be affected by the furlough to the Board for approval to begin the furlough.

B.  The furlough plan shall reduce the hours of employment for all employees within the organizational unit impacted proportionate to their regular work hours wherever possible. However, nothing in these Rules shall be interpreted as requiring the District to reduce hours in a manner that would impair District operations. Hours may be reduced on the basis of reduced operations, routes and services if such reduction is authorized by the Board approval of a furlough plan.

C.  No furlough shall exceed twelve (12) months.

D.  Employees shall be given at least fourteen (14) days written notice of a furlough that reduces their hours.

E.  Employees shall be returned from furlough when the reasons for the furlough cease to exist. Any restoration of work hours for furloughed employees shall be allocated across all employees within the organizational unit impacted proportionate to their regular work hours.

5.4  **Employee Medical Separation.**

A.  Employees who have suffered work related injury and cannot perform the essential functions of their position may be placed modified duty as deemed necessary by the District and where such modified duty work is available.

B.  Employees who have suffered a job-related injury which is compensable under the Workers’ Compensation Act and are physically or mentally unable to perform the essential functions of their pre-injury position, with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act) shall be involuntarily or voluntarily separated from employment without prejudice provided:

1.  the employee has been afforded modified duty to the extent the work is available and possible;

2.  all efforts to accommodate the medical restrictions of the employee have been made and documented; and

3.  the District has made reasonable efforts to find other suitable vacant positions at the same or lower pay of the pre-injury/pre-illness position for which the employee meets the established requirements and can perform the essential functions of the job, either with or without reasonable accommodation, or

4.  The employee has exhausted all paid leave and FMLA leave, and

C.  A former employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers’ Compensation Act or the New Mexico Occupational Disease Disablement Law shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-1-50.1 or 52-3-49.1. A former
employee may apply for his or her pre-injury job or modified job similar to the pre-injury job, or any job that pays less than the pre-injury job that the worker is qualified for subject to the following conditions:

1. the worker's treating health care provider certifies that the worker is fit to carry out the pre-injury job or modified work similar to the pre-injury job without significant risk of re-injury; and

2. the employer has the pre-injury job or modified work available.

**D.** Employees who have suffered a non-job-related injury or illness and are permanently unable to perform the essential functions of their pre-injury/pre-illness position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental disability created by the non-job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The employee has exhausted all paid leave and FMLA leave.

**E.** Notice of Contemplated Medical Separation. To initiate the involuntary medical separation of an employee, the Supervisor shall serve a notice of contemplated medical separation to the employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a general explanation of the evidence the District has;

3. advises the employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;

4. specifies what the contemplated action is; and

5. states that the employee has fifteen (15) calendar days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

**F.** Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the employee within ten (10) days of a request for an oral response, unless the employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to support the proposed involuntary separation.
G. Notice of Final Medical Separation:

1. If the employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) days following the response period.

2. If the employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) days from the date of the receipt of the response or the date of the oral response. The Executive Director shall render a written decision on the notice of final separation no later than ten (10) days from the date of the receipt of the Supervisor’s recommendation.

3. The written decision and the notice of final separation shall:

   a. Specify the action to be taken;
   
   b. Describe the circumstances which form the basis for the involuntary medical separation;
   
   c. Give a general explanation of the evidence;
   
   d. Specify when the final separation will be effective; and
   
   e. Inform the employee that the final separation may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the separation. The appeal must specify the basis for the appeal.

H. Appeal of Final Medical Separation:

Appeals of the Executive Director’s decisions may be made pursuant to the provisions of these Rules regarding Appeals.

RULE 6 - DISCIPLINARY ACTIONS

6.1 Oral and Written Reprimands

A. Supervisors may reprimand an employee for just cause whenever they violate these Rules, or the law. Oral Reprimands shall be documented on a form prescribed by the Executive Director. Written Reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct Supervisor. Oral and Written Reprimands may not be administratively appealed but the employee may respond to the Oral or Written Reprimand and may require that a record of the response be included in the employee’s personnel file.

B. If after six (6) months of continuous employment (excluding all leave) from the effective date of an Oral Reprimand the employee has:

   1. shown improvement and;
   
   2. no other infraction has occurred; and
3. the reprimand did not involve a safety violation;

then he/she may request that documentation of the Oral Reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor. Approval shall only be granted if the employee demonstrates to the Executive Director’s satisfaction that the above criteria have been met.

C. Written reprimands will not be removed from an employee’s personnel file unless required by a court of competent jurisdiction.

6.2 Dismissal, Demotion, Suspension

The Executive Director shall have the authority to enforce and administer these Rules by all legal and proper means. Appropriate disciplinary action shall include Dismissals, Demotions and Suspensions. Demotions shall generally be utilized only in instances where the employee has demonstrated an inability to perform job duties and has performance or attendance issues but has not engaged in willful or negligent misconduct under these Rules. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject any Disciplinary Action taken by a Supervisor.

A. Employees in limited-term, temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the dismissal, demotion, or suspension.

B. Classified employees (who have successfully completed their probationary or extended probationary period) may be dismissed, demoted, or suspended only for Just Cause.

C. The dismissal, demotion or suspension of a classified employee shall be accomplished according to the following procedures:

1. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a Notice of Contemplated Action on the employee by such means as are reasonably calculated to ensure the employee has actual notice of the proposed Disciplinary Action. In general, the District shall send the notice by registered mail to the employee’s current address as indicated in the employee’s personnel file. Additional notice may be given in person, by electronic mail or in any other manner that the District deems appropriate.

2. The Predetermination Meeting shall be set for a date within ten (10) working days of the Mailing of the Notice of Contemplated Action.

Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken or shall serve the employee with a Disciplinary Action Form and supporting documentation The Disciplinary Action Form shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

No Disciplinary Action shall be final until the Executive Director has approved and signed the Disciplinary Action Form.
D. The dismissal, demotion or suspension of an At-Will employee may be accomplished according to the preceding procedures for Classified employees but the District reserves the right to abridge or suspend the procedural protections for an At-Will employees to the maximum extent permitted by law. The District may, in its sole discretion, elect to offer Exempt and At-Will employees the option to voluntarily resign their position prior to taking a Disciplinary Action under these Rules.

D,E. A notation shall be made in the Personnel file of employees terminated by the District to indicate any restrictions on rehiring pursuant to these Rules.

D. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire and a note or record to that effect shall be retained in the employee’s personnel file.

6.3 Appeals of Dismissals, Demotions and Suspensions.

A. If an employee wishes to appeal a dismissal, demotion, or suspension, the employee shall submit a written Notice of Appeal to the Executive Director within ten (10) days from receipt of the Disciplinary Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.

B. The Executive Director shall review the written Notice of Appeal and respond in writing by preparing a written Notice of Final Decision within ten (10) days from the date of actual receipt of the Notice of Appeal. The Executive Director’s decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its resolution.

C. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

6.4 Appeal of the Notice of Final Decision.

A. Selection of Hearing Officer.

Only suspension, demotions and termination may be appealed under this section. In order to file a valid appeal under this section, an employee shall submit a written Notice of Appeal to the Executive Director within) ten (10) calendar days of receipt of the Executive Director’s Notice of Final Decision. The Executive Director shall, within twenty (20) days from the date of service of the Notice of Appeal, appoint an independent hearing officer to hear the appeal. Appeals not filed within ten (10) days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall maintain a schedule with the names of one or more persons qualified under these rules who is willing and able to fulfill the requirements of hearing officer.

2. Prior to proceeding with the appeal, the hearing officer shall provide each party an opportunity to state any objections they have regarding the hearing officer. After considering any objections, the hearing officer in his or her sole discretion shall determine whether he or she can afford a fair and impartial hearing.
3. The hearing officer shall verify to both parties that he/she has no conflicts of interest and can remain fair and impartial prior to proceeding with the appeals hearing.

4. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Ex parte contacts and any other actions which could cause bias are prohibited and shall be regulated by the hearing officer to ensure the process remains fair and impartial. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

B. Hearings.

1. The hearing officer will determine the date and time of the hearing.

2. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance and divulged any potential conflicts of interest prior to the hearing date.

3. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have the Executive Director or his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person may testify in the hearing.

4. The District shall present its evidence first.

5. Oral evidence shall be taken only under oath or affirmation.

6. Each party shall have the right to:
   a. Make opening and closing statements;
   b. Call and examine witnesses and introduce exhibits; and
   c. Offer rebuttal evidence.
   d. Cross-examine the opposing party’s witnesses.

7. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer’s decision, there must be a residuum of legally competent evidence admissible to support a verdict in a court of law.

8. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.
9. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

10. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

11. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

12. The District carries the burden of proof by a preponderance of the evidence.

13. At least fifteen (15) days prior to the hearing, the parties must submit to the hearing officer:
   a. a position statement
   b. a witness list
   c. an exhibit list.

14. At least five (5) days prior to the hearing a party must file any objections to the other party’s witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

C. Hearing Officer’s Decision

1. The hearing officer’s decision shall be issued within twenty (20) days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer’s decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by registered mail.

2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.

3. In the event that the hearing officer order includes an award of back pay, the employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment compensation since the effective date of the disciplinary action. The District shall be entitled to offset earnings and unemployment compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

RULE 7 - ADMINISTRATIVE DISPUTE RESOLUTION PROCEDURES

7.1 Purpose
The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This procedure may not be used for appealing disciplinary actions. Disciplinary actions must be appealed according to the provisions in preceding Section of this Rule.

7.2 Jurisdiction.

All classified employees and limited term, non-probationary employees within the District are afforded the right to utilize the Administrative Dispute Resolution Procedures.

When two or more disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one dispute.

Disputes must be current, concerning matters having taken place within ten (10) days of the violation.

Case files and record keeping of hearings are the Executive Director’s or designee’s responsibility.

7.3 Dispute Defined.

A dispute may be considered as an expressed dissatisfaction, whereby an employee believes that he/she has been unfairly treated in violation of the District’s Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker’s compensation.

7.4 Form of Complaint.

The Complaint shall at a minimum contain the following. However, the lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.

A. The date on which the alleged violation of the Rule took place.

B. The specific Rule allegedly violated and about which the complaint is made.

C. Facts and other pertinent information to support the allegations.

D. The remedial action sought by the complainant.

7.5 Complainant’s Rights.

At any stage during the presentation of the complaint, including the counseling stage, the complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

7.6 Review Procedures.

A. Step 1: Immediate Supervisor Level
Employee submits, in writing, his or her complaint in regard to a violation of the Rules within ten (10) days of the violation, to his or her Supervisor. The Supervisor shall respond within ten (10) days of receipt of the written complaint by speaking with the employee. If the complaint is not resolved at this meeting, the immediate Supervisor shall provide to the employee a written response. If a satisfactory solution is not reached within ten (10) days after speaking to the immediate Supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher Supervisor within five (5) days after receipt of the written response by the immediate Supervisor. If the immediate Supervisor is the highest level of Supervisor for the employee, the grievance shall be moved directly to Step 3.

B. Step 2: Second Level

If the complaint is not satisfactorily resolved at Step 1, the complaint may be submitted to any intermediate Supervisor who is above the direct supervisor but below the Executive Director. The intermediate Supervisor shall respond in writing within ten (10) days of receipt of the written complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its settlement. If the complaint is not satisfactorily resolved at this level, the complaint may be submitted to Step 3 by filing with the Executive Director within five (5) days after receipt of the written response by the intermediate Supervisor.

C. Step 3: Executive Director

If the complaint is not satisfactorily resolved at Step 2, the complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) days of receipt of the complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its resolution. The Executive Director’s decision shall be final.

RULE 8 – RECORDS AND REPORTS

8.1 District Official Personnel Records.

The official personnel records for each employee of the District shall be maintained in the Human Resources Office. Such records shall include a copy of the employee’s application, the original copy of each performance appraisal reports, and any other PAF or other pertinent information. Such records shall be made available for inspection by the employee and his/her supervisors, as well as any person employed by the District and authorized by the Executive Director to do so.

8.2 Employee Personnel Files.

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

8.3 Confidentiality of Records.

A. The District shall maintain personnel records confidential to the extent permitted by law. Personnel records which are subject to inspection under the New Mexico Inspection of Public Records Act or other state and federal laws, or by order of a court of competent jurisdiction, or a validly issued subpoena, will not be kept confidential... Any personnel records may be inspected with the written permission of the employee or by authorized representatives, agents and employees of the district without the employee’s permission.
B. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the employee. These records include records pertaining to:

1. physical or mental examinations and medical treatment of persons confined to any institution, use of sick leave, FMLA leave;
2. letters of reference concerning employment, licensing, or permits;
3. letters or memoranda which are matters of opinion;
4. documents concerning infractions and disciplinary actions;
5. performance appraisals;
6. college transcripts; and
7. military discharge if other than honorable.

RULE 9 – EMPLOYEE BENEFITS PROGRAMS

9.1 Employees are eligible to receive the following benefits subject to the District and any third party rules and regulations governing said benefits:

A. Public Employees Retirement Association of New Mexico (PERA);
B. New Mexico Retiree Health Care Authority;
C. Social Security;
D. 457 Deferred Compensation Plan;
E. Insurance benefits;
F. Additional fringe benefits identified in these Rules and administrative policies.
G. Benefits conferred as a part of any District approved programs for employee recognition, employee wellness, and employee morale and team-building.

9.2 Part-time Employees

Shall be eligible for participation in the above mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period.

9.3 Temporary Employees

Temporary employees Shall not be eligible for participation in the benefits identified herein. When a temporary employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:
A. Eligibility for participation in retirement benefits shall be based on the date the employee was converted to probationary, or limited-term status.

B. The service date, as defined in these rules and regulations, shall be used in computing annual leave and sick leave;

C. Eligibility for participation in any pay increase process shall be based on the date the employee was converted to probationary, or limited-term status;

D. If the employee is converted to a Classified or limited-term position, the date of this conversion shall be used in computing the probationary period.

9.4 Limited-term Employees

Shall be eligible for participation in benefits:

**RULE 10.0** Continuing Education and Tuition.

10.1 -

-Eligibility

1. All full-time non-probationary employees whose annual performance has been rated as satisfactory or better are eligible for reimbursement. Part-time non-probationary employees working 20 hours per week or more whose performance has been rated as satisfactory or better will be eligible for reimbursement on a pro-rated basis according to the number of hours worked. Temporary and probationary employees are not eligible for reimbursement.

2. An employee must have worked for the District for a period of one continuous year. Temporary service does not apply toward the one-year period.

B. Guidelines

-Reimbursement will only be made for coursework through an accredited college or university (including on-line coursework). An accredited college or university is one that is recognized by one of the following regional accrediting associations:

1. North Central Association
2. Northwest Association
3. Middle States Association
4. New England Association
5. Southern Association
6. Western Association
7. Distance Education Accrediting Commission

10.2 Course Requirements
b. Courses must meet one of the following guidelines to be eligible for reimbursement:
A. Degree Seeking Students:

a. Any class necessary to obtain a degree (must be related to the employee’s current position or to any position within the district and with the authorized Career Path Plan approved by the Human Resources Director.) If there is any question about the relationship, employee should provide a written explanation.

c. Employees may be reimbursed 100% (subject to the availability of budgeted funds) of eligible tuition fees up to twelve (12) credit hours per calendar year provided the employee receives a grade of “B” or better in the class. Employees who feel they are unable to earn a “B” (3.0) or better due to a disability and would like to request a reasonable accommodation, should contact the Human Resources Director. The employee will provide a disability certification from the college or university and each request will be reviewed on a case-by-case basis. Maximum reimbursements will be equivalent to $2,500 per fiscal year for each eligible Employee (see above). PASS FAIL COURSES ARE NOT COVERED.

d. The District will not pay for incidentals not covered by tuition, such as books, parking, lab fees, travel expenses and supplies, etc..

e. Employees must use personal time to attend class(es) unless prior approval has been granted by the Department Head.

f. Employees who receive financial assistance for their education from other sources (i.e. scholarships, grants, etc.) must disclose the source and amount on their Tuition Reimbursement Application. Based on the amount of financial assistance received, the District will adjust the tuition reimbursement.

g. In order to assist with budgeting, employees must declare in advance their intent to take classes and must receive approval prior to taking classes. If the employee does not obtain approval before the class starts, there is no guarantee that the request for reimbursement will be approved.

h. Funds for reimbursement will be deducted from the department’s budget and are subject to limits imposed by the annual budget.

3. Application Process

a. Employees must submit a Tuition Reimbursement Application prior to the start of classes. Also submit course of study and COPY OF TUITION RECEIPT.

b. The employee must sign a reimbursement agreement authorizing the offset against his/her final paycheck in event that repayment may be necessary.

c. The application will be routed to the employee’s supervisor, Department Head, Human Resources Director, and Executive Director for approval.
4. Reimbursement Process
   a. Upon completion of the class the employee must submit a copy of the approved Tuition Reimbursement Application, grade-slip showing a “B” grade or better for each class, and tuition receipt to their Department Head for processing. When applicable, state and federal taxes will be deducted.

   b. The reimbursement will be processed through Accounts Payable and the employee will receive a separate check.

5. Repayment
   a. An employee that terminates employment must repay tuition reimbursements they have received within the last 12 months.

   b. Payments will begin with the last paycheck and will be evenly distributed over a six-month period.

   c. If the employee’s last paycheck is distributed prior to Human Resources’ knowledge of the termination, repayment will be handled through the District’s billing process.

   c. After six months, any unpaid balances will be forwarded to collections and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

   d. Exceptions to the repayment requirement may be made for special circumstances (i.e. retirement). Exceptions may be granted through the Department Head, with recommendation of the Human Resources Director and final approval by the Executive Director.

**RULE 1110 – WORKER’S COMPENSATION BENEFITS**

110.1 Reporting on the Job Injuries

Employees are insured under the provisions of the New Mexico Worker’s Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the “Act”) for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the-job injuries.

   A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

   B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the employee. Employer’s First Report of Injury or Illness packet shall be completed by the supervisor within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty-four (24) hours of the incident, whenever possible.

110.2 Medical Procedures
A. Emergencies.

In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee may see their personal physician.

B. Non-emergencies.

An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL).

These incidents are not covered under the Worker’s Compensation policy and instead shall be covered by the District’s Drug and Alcohol policy.

D. Compensation.

The decision to approve or deny a claim for benefits is made by the District’s insurer of record, not by the District itself. If an employee’s claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District’s insurer.

E. Waiting Period.

There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees shall use sick leave; vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

F. FMLA leave.

Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with employee’s worker's compensation absence. Because worker's compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An employee whose Worker’s Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP pursuant to Section 4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

RULE 124 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

124.1 Generally, the District’s Return to Work (RTW) Program attempts to provide temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties. The goal of the RTW Program is for the District to retain and accommodate injured/ill employees and to work with the
The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

24.2 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, shall accept transitional work assignments if offered by the District.

24.3 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District workers’ compensation laws, rules and regulations.

24.4 Transitional work assignments will consist of work which is within the restrictions outlined by the employee’s health care provider. The employee’s health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the employee’s returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee’s regular position classification; or

B. Part-time or full time in another capacity.

24.5 The District may require an employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions or limitations cannot be adequately interpreted or clarified with the employee’s physician, or if the District has reason to believe the employee’s release for duty is inconsistent with job requirements.

24.6 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.

24.7 Assignment to transitional work depends upon the availability of such work and of work suitable to the employee’s medical restrictions. A transitional work assignment may be terminated at any time by the District.

24.8 Priority will be given to workers with job related injuries or illnesses and employees with non-job related injuries or illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

24.9 In no event will a modified duty assignment last for more than ninety (90) days in a 12-month rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty following 90 days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to,
unavailability of temporary work, operational requirements of the District which make temporary
assignment impracticable, or the employee’s inability to satisfactorily perform the duties of the
modified duty assignment.

121.10 Employees refusing to work transitional work assignments may not be eligible for workers
compensation benefits or paid leave benefits. Transitional work assignment for employees with
workers’ compensation claims or receiving workers’ compensation benefits will be made
consistent with the provisions of New Mexico Worker’s Compensation Act, NMSA 1978 §§ 52-1-1
et seq., (the “Act”) along with State and District rules. Employees refusing transitional work
assignments maybe subject to corrective action. If the employee’s health care provider will not
authorize transitional work, the District may take appropriate action as allowed by law.

122.11 Employees unable to return to work due to injury or illness maybe separated from District
employment as provided for under these Rules.
DEFINITIONS

All terms capitalized for other than grammatical purposes shall have the following meanings:

Administrative Dispute: A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual employee or group of employees.

Administrative Leave: Leave that is authorized by the Executive Director with or without pay for an employee during the time a fact-finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

Anniversary Date: The initial date of employment in a budgeted position and the date from which vacation leave, sick leave and longevity will be computed.

At–Will Employment: The employment relationship of employees hired with a written understanding and agreement at the time of employment that they may be terminated at any time with or without cause or notice.

Board: means the Board of Directors of the NCRTD.

Bona fide occupational qualification: Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

Candidate: Means any person who has qualified under these Rules for employment in a specific classification and who may or may not have an outstanding job offer from the District but who has not yet become and employee.

Classification: Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay range, title, and qualification requirements can be applied.

Classification Title: A name assigned to a position that indicates a particular level of rank and specific duties and responsibilities. This term is sometimes used interchangeably with the term Job Title.

Classification and Compensation Plan: The District’s official plan that classifies positions and sets compensation rates.

Compensation: means the salary or wages and all other forms of valuable consideration earned by, or paid to, any employee in remuneration for the services in any position.

Day or Days: any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday unless these rules expressly provide otherwise.

Demotion. A demotion is an action changing an employee’s position to another position with a lower salary range and a reduction in pay. Demotions only may be made to a position in a classification for which the employee is qualified. Demotions shall generally be used only where an employee has performance or attendance issues and has not engaged in willful or negligent misconduct constituting a violation of these Rules.
Disabilities: A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

District: The North Central Regional Transit District.

Disciplinary Action: There are several types of disciplinary action that may include, whether individually or in combination, an official reprimand (verbal or written), suspension, reduction in salary, demotion, or termination.

Disciplinary Action Form: means a form or forms approved for use by the Executive Director for the purposes of documenting the Districts decisions regarding Disciplinary Action.

Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

Division or Department: A major functional subdivision of the District organizational structure that is accountable to the Executive Director. Divisions and Departments shall mean such subdivisions as may, from time to time, be shown on any organizational chart promulgated by the Executive Director.

Division or Department Guidelines: Guidelines issued by a division manager and approved by the Executive Director designed for specific types of activities within a division’s operation.

Domestic partner: means any person living in the same domicile as the employee or prospective employee.

Domestic Violence or Domestic Abuse means a pattern of coercive tactics carried out by an abuser against an intimate partner or family member (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional.

Drug and Alcohol: As defined in the District’s adopted Drug and Alcohol policy.

Employee: A person occupying a position in the District service. Such persons include, but are not limited to, the following types of employees:

1. **Classified Employee:** means a budgeted, full or part-time position, duties of which do not terminate at any stated time. Classified employees also means an employee who is eligible for overtime compensation and other protections and provisions of the FLSA.

2. **Exempt Employee:** means a budgeted, full or part-time position, exempt from the classified service under FSLA.

3. **Temporary Employee:** means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.

4. **Limited Term Employee:** means the employment of a person for a designated period of time, usually in excess of one (1) year. for a limited and specified time period, e.g., one year or longer subject to funding for the project or program.

5. **Emergency Employee:** employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.
6. **Intern**: means a student or trainee who works, sometimes without pay, at a trade or occupation in order to gain work experience.

4.

**Essential Functions**: The fundamental job duties of any particular employment position. The term “essential function” does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

- the reason the positions exists is to perform that function;
- there are a limited number of employees available among whom the performance of that job function can be distributed; or
- it is necessary to ensure that life or safety is not jeopardized.

**Executive Director**: means the chief executive officer of the North Central Regional Transit District (“District”) or a person designated in writing to act on behalf of the Executive Director, who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all employees, management of any divisions or departments which may be created, and ultimate supervisory responsibility for all employees of District.

**Extended Family**: includes an employee’s spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.

**Fair Labor Standards Act (FLSA)**: A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act.

**Family Medical Leave Act (FMLA)**: A federal law which generally entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

**Furlough**: means the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

**Immediate Family Member**: means an employee’s spouse, domestic partner, child or parent.

**Hire Date**: The date that a newly hired employee (temporary or probationary) begins work for the District.

**Intimate Partner**: includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.

**Just Cause**: includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;
2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee’s ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order, or failure to obey, comply or accept any proper directions made and given by a Supervisor in the course of employment, or any verbal ridicule of a Supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Unauthorized discussion or release of confidential information documents or records;

16. Harassment and/or discriminatory behavior towards any person because of their membership in a Suspect Class; or

17. Action which reflects poorly upon the integrity of the District.

Manager: An employee hired and/or appointed by the Executive Director assigned to manage internal staff, and/or who plans, organizes, integrates, coordinates, and controls the activities of others. A manager is may be held accountable for the performance of people, services, systems, programs and resources and can change their direction, objectives and assignments to meet performance and business needs.

Notice of Appeal: means any written document prepared by an employee or his/her agents that unambiguously states that the employee disputes a specific Disciplinary Action and seeks further review of
said Disciplinary Action. Failure to use District forms or proper terminology shall not deprive an employee of his/her opportunity to appeal a Disciplinary Action so long as the writing clearly identifies that challenged action, is dated and signed by the employee or his/her agent, and is received by the District within the time allowed for appeals. Although no specific form of service is required, proof that an appeal was timely filed is the responsibility of the employee.

**Notice of Contemplated Action:** means a written notice to an employee which: describes the conduct, action, or omissions which form the basis for contemplated Disciplinary Action; gives a general explanation of the evidence the Supervisor has regarding the alleged violation of these Rules; specifies what disciplinary measures or corrective action may be taken; and states the date, time and place of a Predetermination Meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

**Notice of Final Decision:** means a document prepared by or on behalf of the Executive Director that:

- Documents the date, time and place of the predetermination meeting;
- Identifies specific employee misconduct;
- Specifies the disciplinary action, if any, to be taken;
- Specifies the effective date of any dismissal, demotion, or suspension which must be at least seven (7) days after the date of the Notice of Final Decision (during this seven-day period the Executive Director may place the employee on LWOP or paid administrative leave if deemed in the best interest of the District);
- Informs the employee that the Disciplinary Action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the dismissal, demotion, or suspension; and
- Is delivered personally to the employee by the employer or by registered mail to the employee’s last address on record.

**Notify or Notification:** means providing a person with information by any means reasonably calculated to achieve actual notice. In general, the District shall provide notification in person where possible, by registered mail, where mailing is necessary or desirable, by e-mail where the recipient has an active and functional e-mail account and by phone where exigent circumstances warrant.

**Oral Reprimand:** Means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Oral Reprimands are given to the employee verbally but documented with the Human Resources office in writing.

**Personnel Action Form:** Means any form the District elects to utilize to document any employment or administrative action by the District under these Rules or the administrative regulations of the District.

**Predetermination Meeting:** Means a meeting with and employee and one or more Supervisors to discuss alleged facts that may constitute a violation of these Rules and at which and employee is given a chance to make any statements, assertions or contentions that may influence the District’s decision regarding a
proposed Disciplinary Action. At the predetermination meeting the employee shall have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions. The District will use the information gathered from the meeting to make a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

Probationary Period: A working trial or orientation period ranging from six to twelve months during which an employee demonstrates, by actual performance, the employee’s ability to perform the duties of the position for which the employee has been hired.

Position: The official rank within a given classification and held by an employee with a descriptive title.

Promotion: A change in the employment status of an employee to a position in a higher classification with a higher rate of pay and increased responsibility.

Protected Class: For purposes of these Rules a Protected Class shall mean a person who is protected legal interests due to belonging to any of the following classes:

- Race
- Color
- National origin
- Religion
- Sex (including pregnancy, childbirth, and related medical conditions)
- Disability
- Age (40 and older)
- Citizenship status
- Genetic information
- Marital status
- Sexual orientation (includes perceived sexual orientation
- Gender identity
- Serious medical condition
- Use of Domestic abuse leave

Range: The limits set for the minimum and maximum rates of pay within a given classification.

Rate of Pay or Pay: The amount of money allocated for payment to an employee whether hourly or by way of a salary. Pay may be indicated as hourly even for salaried employees solely for the convenience of District administration notwithstanding the fact that the pay is on a salary basis.

Reclassification: The process of reassigning a position to a different classification for non-disciplinary reasons.
Retirement: Official retirement from a budgeted position and District service that is available when the requirements of the employee’s retirement system are met.

Separation Date: The last day of an employee’s work in District service, after which no vacation or sick leave is accrued or used.

Sexual Harassment: The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

Stalking: A pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.

Supervisor: An employee hired and/or appointed by the Executive Director assigned to direct and evaluate the work of other employees within a designated work unit.

Suspension: A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. See e.g. 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4) (less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5) (less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

Reduction in Force: Means the separation, lay off, involuntary demotion, reassignment, or reduction of work hours or number of employees in the District or in a division due to lack of work or funds.

Termination: The separation of an employee from District service. Termination may be by discharge, death, lay-off, resignation, retirement, work completion, contracting out District services, or lack of work or funds. The termination date is synonymous with the separation date and is the last day of an employee’s work in District service. No vacation or sick leave is accrued or used from that date forward.

Transfer: A reassignment of an employee from one position to another position in the same classification or another classification having the same pay range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an employee to notify and receive permission from their immediate supervisor in advance of absence or failure of an employee to report for work at the beginning of their next regularly-scheduled work period. An unauthorized leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An unauthorized leave of absence
may be grounds for disciplinary action up to and including termination. Unauthorized leave is not compensated.

**Volunteer:** mean a person who freely offers to take part in a job or undertake a task.

**Weapons:** Objects classified as weapons include, but are not limited to:

- any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;
- knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;
- brass knuckles, metal knuckles, and similar weapons;
- bows, cross-bows and arrows;
- explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;
- throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;
- self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and
- any object that has been modified to serve as, or has been employed as, a dangerous weapon.

**Workday:** An employee’s scheduled daily hours of employment as established by the Executive Director or an authorized Supervisor.

**Workweek:** An employee’s schedule of work hours within an appointed week as established by the Executive Director.

**Written Reprimand:** means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Written Reprimands are given to the employee in writing and documented with the Human Resources office in writing.
Title: Monthly Financial Report as of February 28, 2018

Prepared By: Hector E. Ordoñez, NCRTD Finance Director

Summary: The North Central Regional Transit District (NCRTD) is currently reporting eight months of FY2018 financial activity. The expenses/revenues that should be reported for the period through February 28, 2018 represent 67% of the budget.

Total revenue received this fiscal year is $6,722,921 and $6,167,112 of expenses have incurred; this means that the District has received $555,808 more in revenues than it has spent.

The monthly budget figures for GRT, federal and capital grant revenues were calculated utilizing trends from the last five fiscal years.

The monthly budget figures for the expenditures were derived from trend from the last three fiscal years and mirror FTA reporting categories.

Financial Highlights

Revenue: As of February 28, 2018, total revenue received this fiscal year was $6,722,921, this represents 51.1% of total budgeted revenues for the year. Revenue received in February was $913,830 which can be allocated as follows:

- GRT Revenue received in February was $655,087; this is $113,609 more than we budgeted and $47,324 more than what we received the same month last fiscal year.
  - Los Alamos County collections were $189,345 this is $75,118 more than budgeted (27% more of total budgeted amount as of January 2018).
  - Rio Arriba County collections were $34,905 this is $8,449 less than budgeted (12% less of total budgeted amount as of January 2018).
  - Santa Fe County collections were $358,636 this is $40,516 more than budgeted (10% more of total budgeted amount as of January 2018).
  - Taos County collections were $72,201; this is $6,424 more than budgeted (4% more of total budgeted amount as of January 2018).
- Grant Revenue received in February equals $176,672; this is $982 more than we budgeted and $3,105 less than what we received the same month last fiscal year.
- Tribal member grant funds in the amount of $78,421 were received; this represents 23.72% of the total amount budgeted for 5311c for 2018.
- Miscellaneous revenue received equals $3,650; thus far we have received 29.03% of miscellaneous revenue budgeted for the year.
Expenditures: As of February 28, 2018, NCRTD recognized expenditures totaling $6,167,112; this represents 46.9% of total budgeted expenditures for this fiscal year. Expenses incurred for the month of February total $668,701; this is $297,879 less than budgeted and $20,746 more than last year. The amount is allocated as follows:

- Administrative expenses- $107,552 incurred this is $36,827 less than we budgeted but $5,266 more than the same month last year (administrative expenses are at 84.4% of their monthly budget)
- Operating expenses- $538,627 incurred this is $51,853 less than we budgeted but $42,822 more than the same month last year (administrative expenses are at 100.5% of their monthly budget)
- Capital expenses incurred during February totaled $22,522 this is $209,199 less than we budgeted and $27,342 less than the same month last year (capital expenses are at 38.6% of their monthly budget)

Other Matters: None
MONTHLY BOARD REPORT
FY2018 (July 1, 2017 to June 30, 2018)
NCRTD Revenue and Expenses vs. Budget

Overall Revenue/Expenses FY 18

<table>
<thead>
<tr>
<th></th>
<th>Budget Revenue FY18</th>
<th>Current Year FY18 Actuals Revenue</th>
<th>Budget Expenses FY18</th>
<th>Current Year FY18 Actuals Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$1,096,198</td>
<td>$157,482</td>
<td>$1,096,198</td>
<td>$407,398</td>
</tr>
<tr>
<td>August 2017</td>
<td>1,096,198</td>
<td>840,063</td>
<td>1,096,198</td>
<td>399,336</td>
</tr>
<tr>
<td>September 2017</td>
<td>1,096,198</td>
<td>927,470</td>
<td>1,096,198</td>
<td>701,946</td>
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<tr>
<td>October 2017</td>
<td>1,096,198</td>
<td>1,035,803</td>
<td>1,096,198</td>
<td>607,139</td>
</tr>
<tr>
<td>November 2017</td>
<td>1,096,198</td>
<td>738,191</td>
<td>1,096,198</td>
<td>1,339,686</td>
</tr>
<tr>
<td>December 2017</td>
<td>1,096,198</td>
<td>823,313</td>
<td>1,096,198</td>
<td>678,612</td>
</tr>
<tr>
<td>January 2018</td>
<td>1,096,198</td>
<td>1,259,608</td>
<td>1,096,198</td>
<td>1,364,295</td>
</tr>
<tr>
<td>February 2018</td>
<td>1,096,198</td>
<td>940,991</td>
<td>1,096,198</td>
<td>668,700</td>
</tr>
<tr>
<td></td>
<td>$8,769,583</td>
<td>$6,722,921</td>
<td>$8,769,583</td>
<td>$6,167,112</td>
</tr>
</tbody>
</table>
### MONTHLY BOARD REPORT
**FY2018 (July 1, 2017 to June 30, 2018)**
**NCRTD Revenue - By Sources**
As of February 28, 2018

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual FY15</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Receipt</td>
<td>$ 7,247,120</td>
<td>$ 7,673,654</td>
<td>$ 7,568,341</td>
<td>$ 7,222,500</td>
<td>$ 4,729,287</td>
<td>65.48%</td>
</tr>
<tr>
<td>Fed Grant</td>
<td>1,833,820</td>
<td>3,041,790</td>
<td>3,623,558</td>
<td>3,588,879</td>
<td>3,588,879</td>
<td>39.44%</td>
</tr>
<tr>
<td>State Capital/Outlay</td>
<td>-</td>
<td>301,312</td>
<td>93,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Match</td>
<td>400,000</td>
<td>350,000</td>
<td>350,000</td>
<td>350,000</td>
<td>350,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>5311c &amp; Tribe Contributions</td>
<td>-</td>
<td>156,154</td>
<td>146,629</td>
<td>603,189</td>
<td>143,059</td>
<td>23.72%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>-</td>
<td>-</td>
<td>71,687</td>
<td>1,096,306</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Misc Revenues</td>
<td>92,909</td>
<td>161,238</td>
<td>205,733</td>
<td>293,500</td>
<td>85,199</td>
<td>29.03%</td>
</tr>
<tr>
<td></td>
<td><strong>$ 9,573,849</strong></td>
<td><strong>$ 11,684,148</strong></td>
<td><strong>$ 12,058,948</strong></td>
<td><strong>$ 13,154,374</strong></td>
<td><strong>$ 6,722,921</strong></td>
<td><strong>51.11%</strong></td>
</tr>
</tbody>
</table>

3/29/2018 Unaudited financials-For Board and Management purposes/review
MONTHLY BOARD REPORT
FY2018 (July 1, 2017 to June 30, 2018)
NCRTD Gross Receipts Revenue- By County

LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$122,791</td>
<td>$127,129</td>
<td>$4,338</td>
<td>104%</td>
</tr>
<tr>
<td>August 2017</td>
<td>118,427</td>
<td>121,353</td>
<td>2,926</td>
<td>102%</td>
</tr>
<tr>
<td>September 2017</td>
<td>242,003</td>
<td>334,441</td>
<td>92,438</td>
<td>138%</td>
</tr>
<tr>
<td>October 2017</td>
<td>23,577</td>
<td>36,324</td>
<td>12,747</td>
<td>154%</td>
</tr>
<tr>
<td>November 2017</td>
<td>87,669</td>
<td>100,116</td>
<td>12,447</td>
<td>114%</td>
</tr>
<tr>
<td>December 2017</td>
<td>88,617</td>
<td>102,279</td>
<td>13,662</td>
<td>115%</td>
</tr>
<tr>
<td>January 2018</td>
<td>114,227</td>
<td>189,345</td>
<td>75,118</td>
<td>166%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>797,311</strong></td>
<td><strong>1,010,988</strong></td>
<td><strong>213,677</strong></td>
<td><strong>127%</strong></td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2018 (July 1, 2017 to June 30, 2018)
NCRTD Gross Receipts Revenue - By County

RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$50,886</td>
<td>$43,970</td>
<td>$(6,916)</td>
<td>86%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$52,520</td>
<td>$48,121</td>
<td>$(4,399)</td>
<td>92%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$51,873</td>
<td>$50,166</td>
<td>$(1,707)</td>
<td>97%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$52,793</td>
<td>$42,469</td>
<td>$(10,324)</td>
<td>80%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$47,329</td>
<td>$43,502</td>
<td>$(3,827)</td>
<td>92%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$53,535</td>
<td>$48,097</td>
<td>$(5,438)</td>
<td>90%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$43,354</td>
<td>$34,905</td>
<td>$(8,449)</td>
<td>81%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$352,290</strong></td>
<td><strong>$311,230</strong></td>
<td><strong>$(41,060)</strong></td>
<td><strong>88%</strong></td>
</tr>
</tbody>
</table>
### SANTA FE COUNTY

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>381,040</td>
<td>418,301</td>
<td>37,261</td>
<td>110%</td>
</tr>
<tr>
<td>August 2017</td>
<td>394,680</td>
<td>408,961</td>
<td>14,281</td>
<td>104%</td>
</tr>
<tr>
<td>September 2017</td>
<td>377,080</td>
<td>415,851</td>
<td>38,771</td>
<td>110%</td>
</tr>
<tr>
<td>October 2017</td>
<td>365,200</td>
<td>405,811</td>
<td>40,611</td>
<td>111%</td>
</tr>
<tr>
<td>November 2017</td>
<td>341,000</td>
<td>401,313</td>
<td>60,313</td>
<td>118%</td>
</tr>
<tr>
<td>December 2017</td>
<td>423,720</td>
<td>443,285</td>
<td>19,565</td>
<td>105%</td>
</tr>
<tr>
<td>January 2018</td>
<td>318,120</td>
<td>358,636</td>
<td>40,516</td>
<td>113%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,600,840</strong></td>
<td><strong>2,852,157</strong></td>
<td><strong>251,317</strong></td>
<td><strong>110%</strong></td>
</tr>
</tbody>
</table>
## MONTHLY BOARD REPORT
**FY2018 (July 1, 2017 to June 30, 2018)**

**NCRTD Gross Receipts Revenue- By County**

### TAOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$81,714</td>
<td>$80,220</td>
<td>$(1,494)</td>
<td>98%</td>
</tr>
<tr>
<td>August 2017</td>
<td>77,380</td>
<td>80,485</td>
<td>3,105</td>
<td>104%</td>
</tr>
<tr>
<td>September 2017</td>
<td>74,702</td>
<td>81,220</td>
<td>6,518</td>
<td>109%</td>
</tr>
<tr>
<td>October 2017</td>
<td>72,293</td>
<td>75,307</td>
<td>3,014</td>
<td>104%</td>
</tr>
<tr>
<td>November 2017</td>
<td>63,725</td>
<td>76,273</td>
<td>12,548</td>
<td>120%</td>
</tr>
<tr>
<td>December 2017</td>
<td>96,836</td>
<td>89,205</td>
<td>(7,631)</td>
<td>92%</td>
</tr>
<tr>
<td>January 2018</td>
<td>65,777</td>
<td>72,201</td>
<td>6,424</td>
<td>110%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>532,427</strong></td>
<td><strong>554,911</strong></td>
<td><strong>22,484</strong></td>
<td><strong>104%</strong></td>
</tr>
</tbody>
</table>
MONTHLY BOARD REPORT
FY2018 (July 1, 2017 to June 30, 2018)
NCRTD Gross Receipts Revenue - By Month

<table>
<thead>
<tr>
<th></th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$550,000</td>
<td>$600,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$530,000</td>
<td>$570,000</td>
<td>$40,000</td>
<td>110%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$660,000</td>
<td>$710,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$700,000</td>
<td>$750,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$650,000</td>
<td>$700,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$700,000</td>
<td>$750,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$750,000</td>
<td>$800,000</td>
<td>$50,000</td>
<td>110%</td>
</tr>
</tbody>
</table>

Total: $3,020,000 $3,300,000 $300,000 110%

Prior Year vs. Current Year FY2018

<table>
<thead>
<tr>
<th></th>
<th>Actual FY17</th>
<th>Actual FY18</th>
<th>(Inc/Dec) from Prior Ye</th>
<th>% Increase or Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$500,000</td>
<td>$550,000</td>
<td>$50,000</td>
<td>-10%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$550,000</td>
<td>$600,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$600,000</td>
<td>$650,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$650,000</td>
<td>$700,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$700,000</td>
<td>$750,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$750,000</td>
<td>$800,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$800,000</td>
<td>$850,000</td>
<td>$50,000</td>
<td>10%</td>
</tr>
</tbody>
</table>

Total: $3,020,000 $3,300,000 $300,000 10%
MONTHLY BOARD REPORT
FY2018 (July 1, 2017 to June 30, 2018)
NCRTD Grant Revenue- By Month

### Budget to Actual FY2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year-to-Date Budget Variance</th>
<th>Actual Revenue % of Monthly Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$175,689</td>
<td>$151,082</td>
<td>$(24,607)</td>
<td>86%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$175,689</td>
<td>$161,892</td>
<td>$(13,797)</td>
<td>92%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$175,689</td>
<td>$221,981</td>
<td>$46,292</td>
<td>126%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$175,689</td>
<td>$158,623</td>
<td>$(17,066)</td>
<td>90%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$175,689</td>
<td>$152,311</td>
<td>$(23,378)</td>
<td>87%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$175,689</td>
<td>$183,607</td>
<td>$7,917</td>
<td>105%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$175,689</td>
<td>$209,209</td>
<td>$33,520</td>
<td>119%</td>
</tr>
<tr>
<td>February 2018</td>
<td>$175,689</td>
<td>$176,672</td>
<td>$982</td>
<td>101%</td>
</tr>
</tbody>
</table>

| Total        | $1,405,514  | $1,415,377  | $9,863                       | 101%                              |

### Prior Year vs. Current Year FY2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY17</th>
<th>Actual FY18</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 2017</td>
<td>$139,339</td>
<td>$151,082</td>
<td>$11,743</td>
<td>8.4%</td>
</tr>
<tr>
<td>Aug 2017</td>
<td>$230,674</td>
<td>$161,892</td>
<td>$(68,782)</td>
<td>-29.8%</td>
</tr>
<tr>
<td>Sept 2017</td>
<td>$181,682</td>
<td>$221,981</td>
<td>$40,299</td>
<td>22.2%</td>
</tr>
<tr>
<td>Oct 2017</td>
<td>$143,530</td>
<td>$158,623</td>
<td>$15,093</td>
<td>10.5%</td>
</tr>
<tr>
<td>Nov 2017</td>
<td>$194,959</td>
<td>$152,311</td>
<td>$(42,648)</td>
<td>-21.9%</td>
</tr>
<tr>
<td>Dec 2017</td>
<td>$163,712</td>
<td>$183,607</td>
<td>$19,895</td>
<td>12.1%</td>
</tr>
<tr>
<td>Jan 2018</td>
<td>$162,360</td>
<td>$209,209</td>
<td>$46,849</td>
<td>28.9%</td>
</tr>
<tr>
<td>Feb 2018</td>
<td>$179,777</td>
<td>$176,672</td>
<td>$(3,105)</td>
<td>-1.7%</td>
</tr>
</tbody>
</table>

| Total    | $1,396,043  | $1,415,377  | $19,334                                  | 1.4%                                     |
## Administration Expenses FY15 - FY18

<table>
<thead>
<tr>
<th></th>
<th>Actual FY15</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Inc (Dec) 2017 vs 2018</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$36,996</td>
<td>$76,354</td>
<td>$98,869</td>
<td>$97,683</td>
<td>$99,486</td>
<td>$1,803</td>
<td>($1,803)</td>
<td>101.8%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$65,796</td>
<td>$154,434</td>
<td>$85,687</td>
<td>$140,811</td>
<td>$107,481</td>
<td>$21,794</td>
<td>41,713</td>
<td>76.3%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$79,531</td>
<td>$75,888</td>
<td>$124,202</td>
<td>$128,707</td>
<td>$119,392</td>
<td>($4,810)</td>
<td>9,315</td>
<td>92.8%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$107,450</td>
<td>$114,095</td>
<td>$104,670</td>
<td>$150,154</td>
<td>$108,441</td>
<td>$3,771</td>
<td>41,713</td>
<td>72.2%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$92,871</td>
<td>$72,212</td>
<td>$88,556</td>
<td>$116,748</td>
<td>$92,475</td>
<td>$3,919</td>
<td>24,273</td>
<td>79.2%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$69,805</td>
<td>$88,349</td>
<td>$116,300</td>
<td>$126,329</td>
<td>$103,590</td>
<td>($12,710)</td>
<td>22,739</td>
<td>82.0%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$82,409</td>
<td>$113,515</td>
<td>$98,338</td>
<td>$135,447</td>
<td>$139,393</td>
<td>$41,055</td>
<td>($3,946)</td>
<td>102.9%</td>
</tr>
<tr>
<td>February 2018</td>
<td>$114,696</td>
<td>$96,686</td>
<td>$102,286</td>
<td>$144,379</td>
<td>$107,552</td>
<td>$5,266</td>
<td>36,827</td>
<td>74.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$649,554</strong></td>
<td><strong>$791,533</strong></td>
<td><strong>$818,908</strong></td>
<td><strong>$1,040,258</strong></td>
<td><strong>$877,810</strong></td>
<td><strong>$58,902</strong></td>
<td>($162,449)</td>
<td>84.4%</td>
</tr>
</tbody>
</table>
### Operating Expenses FY15 - FY18

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY15</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Inc (Dec) 2017 vs 2018</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$165,544</td>
<td>$197,494</td>
<td>$344,546</td>
<td>$273,757</td>
<td>$305,477</td>
<td>$(39,069)</td>
<td>$31,719</td>
<td>111.6%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$538,627</td>
<td>$448,110</td>
<td>$277,454</td>
<td>$489,103</td>
<td>$288,854</td>
<td>$11,400</td>
<td>$(200,249)</td>
<td>59.1%</td>
</tr>
<tr>
<td>September 2017</td>
<td>415,730</td>
<td>173,284</td>
<td>$554,568</td>
<td>$442,441</td>
<td>$582,554</td>
<td>27,986</td>
<td>140,114</td>
<td>131.7%</td>
</tr>
<tr>
<td>October 2017</td>
<td>1,168,758</td>
<td>785,951</td>
<td>$545,424</td>
<td>$967,277</td>
<td>$498,698</td>
<td>$(46,726)</td>
<td>$(468,579)</td>
<td>51.6%</td>
</tr>
<tr>
<td>November 2017</td>
<td>275,448</td>
<td>579,144</td>
<td>$1,031,722</td>
<td>$729,796</td>
<td>$1,121,952</td>
<td>90,230</td>
<td>392,156</td>
<td>153.7%</td>
</tr>
<tr>
<td>December 2017</td>
<td>205,224</td>
<td>705,378</td>
<td>$530,833</td>
<td>$557,677</td>
<td>$532,522</td>
<td>1,689</td>
<td>$(25,155)</td>
<td>95.5%</td>
</tr>
<tr>
<td>January 2018</td>
<td>393,437</td>
<td>785,516</td>
<td>$1,066,848</td>
<td>$868,878</td>
<td>$1,077,633</td>
<td>10,785</td>
<td>208,755</td>
<td>124.0%</td>
</tr>
<tr>
<td>February 2018</td>
<td>753,200</td>
<td>277,216</td>
<td>$495,805</td>
<td>$590,480</td>
<td>$538,627</td>
<td>42,822</td>
<td>$(51,853)</td>
<td>91.2%</td>
</tr>
</tbody>
</table>

| Total       | $3,915,968 | $3,952,093 | $4,847,200 | $4,919,409 | $4,946,318 | $99,118                | $26,908                    | 100.5%                       |

3/29/2018 Unaudited financials-For Board and Management purposes/review
## Actual FY17 - FY18

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY15</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Inc (Dec) 2017 vs 2018</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>$23,987</td>
<td>$ -</td>
<td>$2,947</td>
<td>$15,457</td>
<td>$2,435</td>
<td>$(512)</td>
<td>$(17,892)</td>
<td>16%</td>
</tr>
<tr>
<td>August 2017</td>
<td>$47,975</td>
<td>$5,119</td>
<td>$119,499</td>
<td>$99,046</td>
<td>$3,001</td>
<td>$(116,498)</td>
<td>$(96,045)</td>
<td>3%</td>
</tr>
<tr>
<td>September 2017</td>
<td>$47,975</td>
<td>$ -</td>
<td>$151,959</td>
<td>$114,736</td>
<td>$ -</td>
<td>$(151,959)</td>
<td>$(114,736)</td>
<td>0%</td>
</tr>
<tr>
<td>October 2017</td>
<td>$55,184</td>
<td>$66,521</td>
<td>$41,575</td>
<td>$93,701</td>
<td>$ -</td>
<td>$(41,575)</td>
<td>$(93,701)</td>
<td>0%</td>
</tr>
<tr>
<td>November 2017</td>
<td>$2,194</td>
<td>$57,674</td>
<td>$22,144</td>
<td>$47,064</td>
<td>$125,258</td>
<td>$103,114</td>
<td>$78,194</td>
<td>266%</td>
</tr>
<tr>
<td>December 2017</td>
<td>$ -</td>
<td>$119,892</td>
<td>$150,509</td>
<td>$155,175</td>
<td>$42,500</td>
<td>$(108,009)</td>
<td>$(112,675)</td>
<td>27%</td>
</tr>
<tr>
<td>January 2018</td>
<td>$75,245</td>
<td>$127,493</td>
<td>$26,864</td>
<td>$131,761</td>
<td>$147,269</td>
<td>$120,405</td>
<td>$15,508</td>
<td>112%</td>
</tr>
<tr>
<td>February 2018</td>
<td>$54,185</td>
<td>$299,738</td>
<td>$49,864</td>
<td>$231,721</td>
<td>$22,522</td>
<td>$(27,342)</td>
<td>$(209,199)</td>
<td>10%</td>
</tr>
</tbody>
</table>

|           | $306,745    | $676,437    | $565,361    | $888,661    | $342,985    | $(222,376)            | $(545,676)                | 38.6%                         |
**MONTHLY BOARD REPORT**

As of February 28, 2018

NCRTD Budget Expenses - By Type

Year to Date Budget Variance 67%

---

**Comparative Expenses by Type FY15 - FY18**

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Actual FY15</th>
<th>Actual FY16</th>
<th>Actual FY17</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Year to Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$1,831,697</td>
<td>$2,563,915</td>
<td>$2,411,609</td>
<td>$2,814,705</td>
<td>$1,613,435</td>
<td>57.3%</td>
</tr>
<tr>
<td>Overtime</td>
<td>-</td>
<td>255,839</td>
<td>141,982</td>
<td>128,688</td>
<td>713,305</td>
<td>90.6%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>830,082</td>
<td>1,055,797</td>
<td>1,095,211</td>
<td>1,402,350</td>
<td>1,291,520</td>
<td>50.9%</td>
</tr>
<tr>
<td>Railrunner, SF Trails and Atomic City Transit</td>
<td>4,118,232</td>
<td>4,092,619</td>
<td>4,708,159</td>
<td>4,655,650</td>
<td>2,391,520</td>
<td>51.4%</td>
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<tr>
<td>Office</td>
<td>37,336</td>
<td>62,039</td>
<td>41,682</td>
<td>53,129</td>
<td>24,232</td>
<td>45.6%</td>
</tr>
<tr>
<td>Utilities</td>
<td>33,084</td>
<td>40,873</td>
<td>77,190</td>
<td>53,288</td>
<td>53,288</td>
<td>69.0%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>376,212</td>
<td>260,113</td>
<td>295,851</td>
<td>451,773</td>
<td>188,560</td>
<td>41.7%</td>
</tr>
<tr>
<td>Advertising</td>
<td>82,687</td>
<td>87,181</td>
<td>81,184</td>
<td>119,670</td>
<td>47,469</td>
<td>39.7%</td>
</tr>
<tr>
<td>Equipment &amp; Building</td>
<td>36,443</td>
<td>94,244</td>
<td>56,844</td>
<td>48,500</td>
<td>33,859</td>
<td>69.8%</td>
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<tr>
<td>Insurance</td>
<td>95,406</td>
<td>119,953</td>
<td>109,556</td>
<td>116,311</td>
<td>104,622</td>
<td>90.0%</td>
</tr>
<tr>
<td>Employee Related</td>
<td>2,555</td>
<td>2,918</td>
<td>9,330</td>
<td>26,950</td>
<td>11,442</td>
<td>42.5%</td>
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<tr>
<td>Travel, Meetings, Lodging and Per Diem</td>
<td>59,140</td>
<td>56,529</td>
<td>71,452</td>
<td>100,714</td>
<td>43,580</td>
<td>43.3%</td>
</tr>
<tr>
<td>Fuel</td>
<td>352,857</td>
<td>334,796</td>
<td>361,380</td>
<td>400,000</td>
<td>268,336</td>
<td>67.1%</td>
</tr>
<tr>
<td>Vehicle Maintenance/Repairs</td>
<td>304,156</td>
<td>332,269</td>
<td>359,859</td>
<td>381,800</td>
<td>201,153</td>
<td>52.7%</td>
</tr>
<tr>
<td>Capital</td>
<td>374,409</td>
<td>1,458,967</td>
<td>2,156,994</td>
<td>2,363,650</td>
<td>343,624</td>
<td>14.5%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$8,534,297</strong></td>
<td><strong>$10,562,213</strong></td>
<td><strong>$12,092,748</strong></td>
<td><strong>$13,154,374</strong></td>
<td><strong>$6,167,112</strong></td>
<td><strong>46.9%</strong></td>
</tr>
</tbody>
</table>

*** Graph only shows Operating Expenses

---

3/29/2018 Unaudited financials-For Board and Management purposes review
EXECUTIVE REPORT
For March 2018

EXECUTIVE

• Finance Director and I met with representatives of Los Alamos National Bank regarding our banking and investments and other bank products.
• Attended Southwest Transit Association annual meeting in Denver, Colorado.
• Attended Taos County Commission meeting regarding amending the GRT Ordinance.
• Attended Santa Fe County Commission meeting regarding amending the GRT Ordinance.
• Continued conducting project meetings for GRT Election, ADA Phase V and VI, Run Cutting and Planning project.
• Attended American Public Transportation Legislative Meeting in Washington, DC.
• Meet with Congressman Lujan, Senator Udall and Senator Heinrichs staff’s in Washington, DC.
• Meet with Staff regarding amendments to the Personnel Rules.
• Meet with Staff regarding amendments to the Procurement Rules.
• Conducted multiple budget review meetings for development of Fiscal Year 2019 budget.
• Finance Director and I attended the New Mexico Economic Forecast meeting.
• Attended GovSpend Demo webinar.
• Staff and I reviewed and commented on Taos Facility Maintenance Programming report.
• Continued discussions on employee staffing issues.
• Participated in new employee orientations.
• Participated in NMTA Board meeting.
• Attended monthly MPO TCC meeting.
• Attended APTA Small Operations Committee (telephonically).
• Attended APTA State Affairs 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

• Review and assist in preparation of Board Packet materials.
• Security Professional Services Agreement.
• Work on Revised RRDS.
• Revisions to Personnel Rules.
• Revisions to Procurement Rules.
• Review Scope for Educational Campaign on GRT.
• Coordinate County efforts to adopt Ordinances on GRT and sunset.
• Assist in various personnel matters.
• Review legal updates on changing federal regulatory environment.
• Research and Prepare materials for Board Training on GCA.
• Prepare Legal Updates for Staff Meetings.
• Research on District compliance with federal Procurement requirements.
• Work on revised filing system with new Executive Assistant.
• Research on fare collection and offset of grant money.
• Analysis of Partnership Agreements with GRT funded agencies.
• Review various contracts and amendments.
• Research on authority to draft and submit Ballot Language.
• Final ACH agreement approval.
• Assist in resolving interpretive dispute with union on CBA probationary period issue.

MARKETING/PUBLIC INFORMATION

• Rebuilt, re-designed and cleaned up route map and schedule brochures for 11 routes as part of the run-cutting project and driver bid. Created website, social media and rider alerts to support the message of modified routes
• Completed and submitted to the Finance Department the FY2019 Marketing Budget
• Conducted a public meeting in Taos to layout and discuss the changes coming to the Red route and the addition of demand service in the Town
• Began design work on the FY2019 Budget Book
• Worked with a local photographer to obtain a series of photos of RTD buses in beautiful New Mexico landscapes
• Attended a meeting with our transit partners to begin plan for a joint Dump the Pump event
• Met with transit partners, Santa Fe MPO and bike community leaders to layout plans for Bike to Work Week Santa Fe
• Completed Scope of Work for the public education campaign leading into the Sunset ballot question and began sending out to various communication agencies
• Wrote and issued press release and rider alerts regarding the additional bus to be placed on the Chimayo route Good Friday

• Provided social media for Transit Driver Appreciation day
• Designed and submitted a ½ page ad and editorial copy for Guest Life magazine
• Attended a retirement gathering for Ray Matthew, Santa Fe County
• Attended a Travel Training webinar hosted by the Southwest Transit Association
• Began to compile video and audio promotional spots from transit agencies across the state for a compilation tape to show at the NMTA Conference in April
• A ¼ page ad ran in the Edgewood Independent as part of a three-month insertion for February, March and April
• An ad featuring the women of the Taos office ran in a special pullout section in the Taos News called Taos Women on March 15
• Participated in a series of meetings as part of the Española run cutting project
• Issued various rider alerts throughout the month – both print and digital
• Provided a series of updates to the NCRTD website throughout the month
• 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
• KDCE – 950 AM radio in Española, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in March excluding Saturdays and Sundays
• KSWV 810-AM in Santa Fe, :30 sec Mountain Trail and general spots ran 20 times in March 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 March
• One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A strip ad ran on the front page of the Locals Section for the New Mexican
• Continued radio campaign for the month of March on JAM’N 94.7 radio. A total of 28
30-second commercials ran within the month
• A series of digital ads ran on SantaFe.com, Santa Fe Hometown News, Valley Daily Post and Los Alamos Daily Post
• Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area
• Ads ran in the Chama Valley Times and in the Green Fire Times this month

OPERATIONS
• Worked on Employee Evaluations
• Assist with Opening coverage in Taos
• Review and comment on Turn Sheets
• Complete Runcutting for March Driver Bid
• Work on March Driver breakdown of bid shifts and memo for operators
• Issued Driver Bid
• Worked on various personnel actions
• Worked on quote for video surveillance systems for FY 2018 Capital order
• Worked on and submitted the Operations – Operators & Admin Budget requests for FY 2019
• Met with Fleet Manager on FY 2019 Budget Request
• Participated in Espanola Runcutting meetings
• Participated in Public Comment meetings to Taos Route Modifications
• Participated in ADA Transition Meetings
• Participated in Taos Facility Assessment Meetings
• Schedule staff to participate in the NMTA Bus Roadeo
• Prepare Lost & Found list for distribution
• Dealt with enforcing Rider Suspension policy
• Continue to work with Santa Fe Trails on bus parking options
• Continue to schedule staff to attend safety trainings
• Work on updating Performance Measures
• Updated Seniority lists for bidding
• Issue work hours guidance memo to staff
• Schedule/coordinate preventive maintenance on buses and commuter vehicles
• Schedule/coordinate repairs on buses and commuter vehicles
• Assist with opening and supervisor coverage in Taos
• Assist with opening and supervisor coverage in Espanola
• Schedule buses for routes
• 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 Vehicle defect and deficiency report
• Review daily pre-trip (DVCR) reports
• Held Fleet and Facilities staff meeting reviewing policies and disseminating information to staff members
• Schedule leave for staff
• Schedule facility inspection and report
• Coordinate addressing concerns found in facilities report
• Request POs for various projects
• Disseminate POs as appropriate
• Schedule fumigation of buses
• Schedule installation of Test rear suspension system
• Generate schedule for painting of Taos shelters

SERVICE DEVELOPMENT
• February 2018 Ridership Report (via electronic tracking)
• ITS AVL/CAD project work including:
  o Ongoing feedback loop and review with google transit, email correspondence and discussion related to route modifications, periodic transit feed updates as needed
Board-approved route modifications to be implemented with March Driver Bid; modified route data entry completed, final review of schedules, brochures and maps underway

- TAP FY17- Final paperwork and reimbursement request submitted to NMDOT Transit & Rail, awaiting final payout and project closeout

- TAP FY18- Transfer of TAP funds from FHWA to FTA process completed; scope creation underway; NMDOT Transit & Rail to provide contract after July 1, 2018

- Participated in March/April run-cutting discussion, prepared for route modifications and discussed workflow, objectives and anticipated issues

- Ongoing bimonthly meetings with Santa Fe Trails Staff to provide progress updates, discuss opportunities to collaborate

- Represented NCRTD and NPRTPO at Taos Pueblo Safety Plan discussion

- Participated in Taos Facility Needs Assessment discussion, reviewed draft Programming Report, provided feedback

- Located new bus stops in Taos area related to March/April route modifications; coordinated with NMDOT District Five and Town of Taos (Public Works, Library, Facilities and Events)

- Assisted Marketing in presentation and rollout of route modifications at a public meeting in Taos

- Ongoing research of potential funding sources to support continuing service beyond pilot of 170 Jicarilla route; discussion with NMDOT as to potential funding options; discussed TTP funding options with FTA; initiated funding discussion with Jicarilla Apache Nation representative

- Attended Town of Taos Planning and Zoning Commission meeting to advocate for transit consideration in land use and development; residential project in area of US64/Camino de la Placita and bus pullout and stop impacts

- Tribal NTD FY17 reports completed, submitted to NTD; final review underway, NTD closeout pending

- Met with Town of Taos grant writer to discuss funding opportunities for solar and alternative fuels

HUMAN RESOURCES

- Celebrated birthdays and anniversaries on Wednesday, March 14, 2018.
- Union meeting.
- Union Grievance.
- Conflict Resolution Meeting.
- One (1) Workers’ Compensation incidents.
- April Calendar.
- April Quotes of the week.
- Began achieving personnel files. (will be a continuous project).
- Archiving I-9 forms and destruction of I-9 forms through policy (continuous project).

- Processed 2 unemployment investigative questionnaires.
- One (1) Unemployment hearing.
- Worked on Work Hours Guidance Clarification.
- Worked on Personnel Rules.
- March Blue Bus Times.
- Years of Service Recognition Award.
- Drivers Safety Awards.
- Attended Abila Training in Albuquerque.
- Started updated HRMS for “Cloud” update.
- Organization Listing updated.
- Updated Union Active Spreadsheet.
- Performance Appraisal reviews.
- Continued Walk to Wellness Program for February through April 2018.
- Two (2) employee meetings to deal with internal complaints.
• Met with Anytime Fitness representatives to Discuss Corporate Partnership.
• Met with AFLAC representatives on presentation for supplemental insurance plan.
• Reconciled Bank of America Human Resources statement.
• Processed one (1) new employee.
• Worked on Active Shooter Plan.
## NCRTD Monthly Ridership Summary

February 1 through February 28, 2018

### Calendar Operating Days

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-17</td>
<td></td>
<td>31</td>
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<tr>
<td>Aug-17</td>
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<td>31</td>
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<td>Sep-17</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Oct-17</td>
<td></td>
<td>31</td>
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<tr>
<td>Nov-17</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Dec-17</td>
<td></td>
<td>29</td>
</tr>
<tr>
<td>Jan-18</td>
<td></td>
<td>31</td>
</tr>
<tr>
<td>Feb-18</td>
<td></td>
<td>28</td>
</tr>
<tr>
<td>Mar-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun-18</td>
<td></td>
<td></td>
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</tbody>
</table>

### Monthly System Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>25,783</td>
<td>25,981</td>
<td>-0.76%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>14,666</td>
<td>14,920</td>
<td>-1.70%</td>
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<tr>
<td>All Systems Funded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>40,449</td>
<td>40,901</td>
<td>-1.11%</td>
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</table>

### Year to Date Totals

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<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>189,605</td>
<td>190,961</td>
<td>-1,356</td>
<td>-0.71%</td>
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<tr>
<td>NCRTD Funded</td>
<td>139,498</td>
<td>149,289</td>
<td>-9,791</td>
<td>-6.56%</td>
</tr>
<tr>
<td>All Systems Funded</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>329,103</td>
<td>340,250</td>
<td>-11,147</td>
<td>-3.28%</td>
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</table>

### System Daily Averages

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<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>921</td>
<td>928</td>
<td>-0.75%</td>
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<tr>
<td>NCRTD Funded</td>
<td>524</td>
<td>533</td>
<td>-1.69%</td>
</tr>
<tr>
<td>Systems Total</td>
<td>1445</td>
<td>1461</td>
<td>-1.10%</td>
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</table>

### Total Ridership YTD % Change

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-17</td>
<td>-9.05%</td>
<td></td>
</tr>
<tr>
<td>Aug-17</td>
<td>-5.94%</td>
<td></td>
</tr>
<tr>
<td>Sep-17</td>
<td>-7.27%</td>
<td></td>
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<tr>
<td>Oct-17</td>
<td>-5.01%</td>
<td></td>
</tr>
<tr>
<td>Nov-17</td>
<td>-4.42%</td>
<td></td>
</tr>
<tr>
<td>Dec-17</td>
<td>-5.52%</td>
<td></td>
</tr>
<tr>
<td>Jan-18</td>
<td>-3.57%</td>
<td></td>
</tr>
<tr>
<td>Feb-18</td>
<td>-3.28%</td>
<td></td>
</tr>
<tr>
<td>Mar-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apr-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jun-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PARATRANSIT Performance Measures for Fiscal Year 2017 February 2018
DEMAND RESPONSE / PARATRANSIT

Performance Measures for Fiscal Year 2017

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 of the closest peer comparison is Rio Metro Regional Transit District-Sandoval/Velencia County for 2014. 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.

1. Demand Response Administrative:
   A. Ridership, All Demand Response Routes
   B. Ridership, Demand Response Paratransit
   C. Demand Response Operational Cost
   D. Cost Per Mile
   E. Cost Per Trip

2. Paratransit Operations:
   A. Cancellations
   B. Late Cancellations
   C. No-Shows

3. Customer Relations:
   A. Complaints
   B. Incidents

The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations.
Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response 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.

FY12/13 = 11,374  FY13/14 = 11,941  FY14/15 = 10,164  FY15/16 = 11,937  FY16/17 = 12,017  FY17/18= 9,196
Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.

<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>
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</thead>
<tbody>
<tr>
<td>FY 12-13</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>105</td>
<td>84</td>
<td>100</td>
<td>87</td>
<td>82</td>
<td>116</td>
<td>109</td>
<td>109</td>
<td>107</td>
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<tr>
<td>FY 13-14</td>
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<td>130</td>
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<td>118</td>
<td>115</td>
<td>87</td>
<td>111</td>
<td>136</td>
<td>173</td>
<td>175</td>
<td>145</td>
<td>128</td>
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<tr>
<td>FY 14-15</td>
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<td>148</td>
<td>192</td>
<td>196</td>
<td>160</td>
<td>199</td>
<td>244</td>
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<tr>
<td>FY 15-16</td>
<td>274</td>
<td>250</td>
<td>281</td>
<td>241</td>
<td>222</td>
<td>249</td>
<td>217</td>
<td>268</td>
<td>309</td>
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<tr>
<td>FY 16-17</td>
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<td>258</td>
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<td>240</td>
<td>294</td>
<td>257</td>
<td>241</td>
<td>260</td>
<td>312</td>
<td>235</td>
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<tr>
<td>FY 17-18</td>
<td>241</td>
<td>280</td>
<td>258</td>
<td>262</td>
<td>233</td>
<td>250</td>
<td>260</td>
<td>243</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FY 12/13 = 899 FY13/14 = 1,539 FY 14/15 = 2,247 FY 15/16 = 3,230 FY 16/17 = 3,283 FY 17/18 = 2,027
The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month’s operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

**MONTHLY DEMAND RESPONSE & ADA PARATRANSIT OPERATIONAL COSTS**

- **JUL**: $21,116
- **AUG**: $17,335
- **SEPT**: $22,941
- **OCT**: $17,476
- **NOV**: $17,349
- **DEC**: $22,794
- **JAN**: $24,084
- **FEB**: $19,013
- **MAR**: $6,383
- **APR**: $5,058
- **MAY**: $3,612

**YEAR TO DATE: FY 17-18 $39,057**
The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled. The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District’s demand response paratransit 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 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

**Paratransit Operating Cost Per Vehicle Mile**

<table>
<thead>
<tr>
<th>MONTH</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>
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<tbody>
<tr>
<td>Monthly Cost per Mile</td>
<td>$2.58</td>
<td>$1.32</td>
<td>$1.97</td>
<td>$1.16</td>
<td>$1.93</td>
<td>$2.54</td>
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<td>$1.78</td>
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<tr>
<td>Region 6 Total Cost Per Mile</td>
<td>$2.11</td>
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<td>$2.11</td>
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<td>$2.11</td>
<td>$2.11</td>
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<td>$2.11</td>
</tr>
</tbody>
</table>
Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), 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 and 5310 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. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2015 Rural Transit Data Fact Book with data from 2013 (NTD), specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017*
Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 292    Late Cancellations = 136    No-shows = 89

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 51.72%    On Time = 46.72%    Late = 1.47%

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider’s pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 21.62 Minutes, 8.3 Miles On Board
Performance Measure – Customer Relations:

Commendations per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These 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.

No Commendations for February 2018

<table>
<thead>
<tr>
<th>FY 17/18 Number of Commendations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>July</td>
</tr>
<tr>
<td>August</td>
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<tr>
<td>Sept</td>
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<tr>
<td>Oct</td>
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<td>Nov</td>
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<td>Dec</td>
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<td>January</td>
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<td>Feb</td>
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<tr>
<td>March</td>
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<tr>
<td>April</td>
</tr>
<tr>
<td>May</td>
</tr>
<tr>
<td>June</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These 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.

No Complaints for February 2018

<table>
<thead>
<tr>
<th>FY 17/18 Number of Complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td>Total</td>
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<tr>
<td>-------</td>
</tr>
<tr>
<td>July</td>
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<tr>
<td>August</td>
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<td>March</td>
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<td>April</td>
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<tr>
<td>May</td>
</tr>
<tr>
<td>June</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager 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 Maintenance Manager. 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 tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

FY 17/18 Number of Customer Incidents

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Driver-Non Rider</th>
<th>Rider-Rider</th>
<th>Driver-Rider</th>
<th>Rider</th>
<th>% of Ridership</th>
</tr>
</thead>
<tbody>
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<td>0</td>
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<tr>
<td>Sept</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Oct</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>1.15%</td>
</tr>
<tr>
<td>Nov</td>
<td>0</td>
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<tr>
<td>Dec</td>
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</tr>
<tr>
<td>Jan</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Feb</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>March</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>April</td>
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<td>Total</td>
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<td>0</td>
<td>1</td>
<td>3</td>
<td>0.19%</td>
</tr>
</tbody>
</table>
Performance Measures

for

Fiscal Year 2017

February 2018
Performance Measures for Fiscal Year 2017-2018

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 Related:

1. Administrative:
   A. Ridership, All Funded Routes
   B. Ridership, NCRTD Operated Routes
   C. Monthly Expenditures
   D. Cost Per Mile
   E. Cost Per Trip

2. Fleet:
   A. Spare Vehicle Ratio
   B. Average Vehicle Age
   C. Percentage of “On-Time” PM / Inspections
   D. Accidents, Major/Minor Tracking

3. Customer Relations:
   A. Complaints
   B. Incidents

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.
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 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. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

### Ridership All Funded Routes

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 12/13</th>
<th>FY 13/14</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
<th>FY 17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>41,135</td>
<td>48,552</td>
<td>46,374</td>
<td>45,966</td>
<td>40,932</td>
<td>41,785</td>
</tr>
<tr>
<td>AUG</td>
<td>43,836</td>
<td>49,624</td>
<td>50,295</td>
<td>42,682</td>
<td>45,202</td>
<td>47,195</td>
</tr>
<tr>
<td>SEPT</td>
<td>36,784</td>
<td>49,034</td>
<td>46,680</td>
<td>52,575</td>
<td>45,202</td>
<td>41,493</td>
</tr>
<tr>
<td>OCT</td>
<td>44,537</td>
<td>46,976</td>
<td>47,152</td>
<td>52,528</td>
<td>45,373</td>
<td>46,289</td>
</tr>
<tr>
<td>NOV</td>
<td>35,825</td>
<td>37,369</td>
<td>34,702</td>
<td>40,393</td>
<td>36,527</td>
<td>34,957</td>
</tr>
<tr>
<td>DEC</td>
<td>30,576</td>
<td>36,320</td>
<td>35,509</td>
<td>40,794</td>
<td>37,142</td>
<td>35,640</td>
</tr>
<tr>
<td>JAN</td>
<td>35,877</td>
<td>40,271</td>
<td>37,422</td>
<td>39,780</td>
<td>39,603</td>
<td>40,253</td>
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<tr>
<td>FEB</td>
<td>33,352</td>
<td>40,871</td>
<td>40,320</td>
<td>40,830</td>
<td>40,901</td>
<td>40,449</td>
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<tr>
<td>MAR</td>
<td>36,135</td>
<td>44,627</td>
<td>43,164</td>
<td>37,248</td>
<td>46,068</td>
<td>41,584</td>
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<tr>
<td>APR</td>
<td>38,724</td>
<td>44,335</td>
<td>39,195</td>
<td>39,882</td>
<td>38,208</td>
<td>40,794</td>
</tr>
<tr>
<td>MAY</td>
<td>43,060</td>
<td>43,930</td>
<td>37,447</td>
<td>43,422</td>
<td>42,072</td>
<td>41,584</td>
</tr>
<tr>
<td>JUN</td>
<td>42,332</td>
<td>39,934</td>
<td>43,676</td>
<td>44,829</td>
<td>328,061</td>
<td>40,449</td>
</tr>
</tbody>
</table>

FY12/13 = 462,173  FY13/14 = 521,843  FY14/15 = 501,936  FY15/16 = 517,684  FY16/17 = 503,011  FY17-18= 328,061
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. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.

<table>
<thead>
<tr>
<th>Year</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>
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<td>FY11-12</td>
<td>13,081</td>
<td>15,739</td>
<td>16,397</td>
<td>15,567</td>
<td>14,886</td>
<td>14,167</td>
<td>17,274</td>
<td>17,071</td>
<td>15,650</td>
<td>15,178</td>
<td>16,244</td>
<td>14,573</td>
</tr>
<tr>
<td>FY13-14</td>
<td>17,504</td>
<td>17,934</td>
<td>18,033</td>
<td>19,205</td>
<td>14,792</td>
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<td>17,102</td>
<td>17,380</td>
<td>18,719</td>
<td>19,804</td>
<td>18,021</td>
<td>16,187</td>
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<tr>
<td>FY14-15</td>
<td>17,415</td>
<td>17,419</td>
<td>17,781</td>
<td>17,843</td>
<td>13,155</td>
<td>14,933</td>
<td>14,545</td>
<td>15,134</td>
<td>14,578</td>
<td>13,983</td>
<td>13,087</td>
<td>14,447</td>
</tr>
<tr>
<td>FY15-16</td>
<td>19,899</td>
<td>21,768</td>
<td>23,498</td>
<td>22,962</td>
<td>18,824</td>
<td>23,033</td>
<td>22,245</td>
<td>24,214</td>
<td>24,675</td>
<td>20,963</td>
<td>22,273</td>
<td>23,516</td>
</tr>
<tr>
<td>FY16-17</td>
<td>21,241</td>
<td>25,654</td>
<td>24,227</td>
<td>23,487</td>
<td>21,364</td>
<td>22,666</td>
<td>26,341</td>
<td>25,981</td>
<td>27,404</td>
<td>20,829</td>
<td>21,513</td>
<td>23,578</td>
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<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>
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</tr>
</tbody>
</table>

FY12/13 = 193,027  FY13/14 = 209,750  FY14/15 = 184,320  FY15/16 = 267,870  FY16/17 = 284,285  /  FY17/18 = 189,605
The NCRTD’s Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.
Operational Cost per Vehicle 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 (chart above) 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 our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per mile is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year.

*Data Update to reflect the 2013 National Transit Data Base beginning January 2017
Operating Cost per 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 (chart above), 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. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2015 Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. *This Data from 2015 Rural Transit Data Fact Book has been revised for the FY17 year (data is from 2013).

Operating Cost Per Trip/Passenger

![Graph showing monthly cost per trip for different regions.]

**Monthly Cost per Trip**
- JUL: $14.54
- AUG: $9.61
- SEPT: $14.28
- OCT: $10.37
- NOV: $11.53
- DEC: $14.80
- JAN: $13.32
- FEB: $10.58
- MAR: $0.00
- APR: $0.00
- MAY: $0.00
- JUN: $0.00

**Sandoval/Valencia**
- JUL: $17.89
- AUG: $17.89
- SEPT: $17.89
- OCT: $17.89
- NOV: $17.89
- DEC: $17.89
- JAN: $17.89
- FEB: $17.89
- MAR: $17.89
- APR: $17.89
- MAY: $17.89
- JUN: $17.89

**Region 6 Total Cost Per Trip**
- JUL: $12.65
- AUG: $12.65
- SEPT: $12.65
- OCT: $12.65
- NOV: $12.65
- DEC: $12.65
- JAN: $12.65
- FEB: $12.65
- MAR: $12.65
- APR: $12.65
- MAY: $12.65
- JUN: $12.65

*Data Update to reflect the 2013 National Transit Database (NTD) beginning January 2017*
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. NCRTD's fleet totals 54 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 37 and a backup fleet of 17, the backup ratio is 45.95%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

### Performance Measure - Fleet:

**Spare Vehicle Ratio/Combined all Vehicles**

- **Spare Vehicle Ratio**
  - Recommended: 20.00%
  - 20.00% for all months from JUL to JUN

- **# Needed to run**
  - 36, 35, 35, 37, 37, 37, 37, 37, 37, 37, 37, 37

- **Spare Vehicles**
  - 21, 22, 22, 17, 17, 17, 17, 17

- **Spare Ratio**
  - 58.33%, 62.86%, 62.86%, 45.95%, 45.95%, 45.95%, 45.95%, 0.00%, 0.00%, 0.00%, 0.00%, 0.00%
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.
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 6000 mile intervals for the light and medium gasoline powered fleet and 7000 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.
Accidents per Month

This measurement shows us 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 Maintenance Manager 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.

Number of Major/Minor Accidents per 113,033 Miles Avg. Driven Monthly

MINOR ACCIDENT DETAIL
*2/9/2018 T-530 A vehicle backed into bus, no damage to either vehicle.

MAJOR ACCIDENT DETAIL
*No Minor Accidents

Last Minor Accident - February 9, 2018
Miles Driven since last Minor Accident - 69,274

Last Major Accident - January 3, 2018
Miles Driven since last Major Accident - 204,176
Performance Measure – Customer Relations:
Commendations per Month

This performance tracks monthly the compliments received by the Operations Division of the NCRTD. The compliments are received by Operations and Admin staff. These are categorized by the different positions within Operations, and are recognized with an incentive in the “Above and Beyond” recognition program at the NCRTD. Driver’s may use recognition at the time of their evaluation.

Jicarilla driver was commended for provided such good service. The rider explained that he uses the NCRTD services to attend college and rides the bus twice a week, and has also encouraged other patrons to ride the blue bus. He also stated the driver is very friendly and helpful, he appreciates the driver’s encouragement to continue his education.

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<tr>
<th></th>
<th>Total</th>
<th>Driver Performance</th>
<th>Dispatch</th>
<th>Miscellaneous*</th>
<th>Percent VS Ridership</th>
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</table>
Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These 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.

1. Caller stated the driver is very reckless and does not follow the route. Passengers missed the train 2 days due to his recklessness and failure to follow the route. Caller stated she would be calling the Operations Director regarding this issue.

2. Caller stated the while she was getting off at a designated stop the driver grabbed her and pulled her back kissing her hand. The rider feels very uncomfortable and stated the driver acts weird and listens to Christian music. She doesn’t think he takes his job seriously and is very laid back. **Supervisors spoke with the driver regarding this situation. The driver stated it would not happen again.**

<table>
<thead>
<tr>
<th>FY 17/18 Number of Complaints</th>
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<tr>
<td>Total</td>
</tr>
<tr>
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<tr>
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<tr>
<td>June</td>
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<tr>
<td>Total</td>
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Performance Measure – Customer Relations:
Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager 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 Maintenance Manager. 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 tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Driver found graffiti written on the back of a seat while doing his post trip inspection.
2. A passenger tried to board the bus with a drink, the driver advised him he could not bring his drink on board. The passenger stepped off the bus and dumped his drink on the sidewalk, then boarded the bus again. Before the driver left he observed the passenger had his luggage in the middle of the isle. He walked to the back of the bus and asked the passenger to move his luggage from the isle, in which he did. While on route as they began to approach Tesuque, the passenger began using foul language. The driver asked him what was going on and to stop using curse words. The driver told the passenger he would need to get off at the next stop if he continued to talk like that. The driver met up with a Tribal Police officer and waved him down. The drive secured the bus and got down to talk with the police officer about removing the passenger from the bus. While the driver was talking to the police officer the passenger exited the bus. Other passengers stated he got off the bus because he stated he had a warrant.
3. Driver observed two (2) females sitting at the back of the bus were passing around a bottle of vodka back and forth to each other. The driver stopped the bus and asked both females to get off the bus. They got off the bus with no incident.
4. A passenger asked the driver to lower the heater because she was hot. The driver lowered the heater a notch to accommodate the passenger. Again, she complained the bus was too hot in which the driver stated the weather outside was snowy and cold, and would not be able to lower the heater any further as it was on the lowest setting. The passenger became upset stating the driver is there to serve the passenger. The driver commented that he would not be going to argue with the passenger. As they reached a designated stop the driver offered the passenger to get out and get some fresh air since she had complained she was hot. The passenger ignored the driver. The driver continued the route.
5. The driver heard arguing and foul language at the back of the bus as he approached a designated stop. He asked for assistance from another driver who was also at the designated stop in speaking with the passenger. The other driver boarded the bus, asked the passenger to remove her phone from speaker phone and to lower her voice and not to use foul language. The driver explained to all the passengers the rules of phone usage while riding the bus.
6. Driver refused service to an individual who in the past had his dog with him claiming he was a service dog. At the time of service, the dog was walking around on the bus, the owner had no control of the animal. The driver explained to him if the dog was a service animal he would not be roaming around the bus, he would stay next to his owner.
7. A driver observed a passenger open and drink from a bottle of alcohol while the driver was in route. The driver explained to him alcohol was not allowed on the bus, he could either get off at the next stop or discard the bottle in the trash. The passenger chose to get off the bus at the next designated stop.
8. Driver stated he had two (2) passengers who horseplay moving from seat to seat while riding the bus.
9. Driver refused service to an intoxicated individual at two (2) different stops.
10. While approaching a stop the driver observed a male individual standing in the middle of the road. The driver slowed down and pulled over to the side of the road. As the individual made his way to the bus he slapped the front of the bus. The driver allowed him to board the bus and explained he stopped this time but would not be stopping for him if he wasn’t as the designated stop. The passenger sat down, the driver continued the route. The passenger began making humiliating, harassing and insulting remarks towards the driver the rest of the route. The driver felt very threatened by the passenger’s remarks. Once they reached the destination the passenger got off the bus, and the driver radioed dispatch notifying them of the incident.
11. As the driver reached a designated stop, a female approached the bus asking the driver if he was headed to the Dream Catcher. The driver told her no, he was going to the theater. When the driver returned the woman approached the driver and began arguing with him as to why he did not pick her up earlier to take her to the Dream Catcher/Theater.
12. As the driver was making a left-hand turn at an intersection a man walked up to the bus and hit the side of the bus with his hand. The man was trying to cross the street on the crosswalk, the driver failed to stop to allow him to walk across.
13. Driver refused service to an intoxicated man.
14. Three (3) male’s passengers who got off the bus at a designated stop began to harass a male passenger that was still on the bus. The driver advised the three (3) men to leave the stop. One of the male individuals boarded the bus, punched the male passenger who was sitting in the bus in the face and then exited the bus.
15. Two male’s passengers boarded the bus at a designated stop. While the bus was in route one of them began to speak very loudly and disrespectful. The driver observed both men were intoxicated and asked them to depart the bus at the next stop. Both passengers got off with no incident.
16. Driver refused service to two (2) intoxicated individuals.
17. A passenger wanted to leave his bike on the bus while he got down at a designated stop. He stating he had received a waiver from the NCRTD office stating he could leave his bike while the bus returned to the stop he was at. The driver told the passenger he would call the office to verify, the passenger then stated he lied, and took his bike off the bike rack.
18. A passenger who got off at a designated stop wanted to get back on the bus. The driver advised him he was not allowed to joyride. The passenger got upset, told the driver to go “F— himself” and flipped him off.
19. A driver was approached by an individual who asked the driver why he did not stop to pick her up. The driver explained to her that she was not at the designated stop, therefore he did not know she needed a ride.
20. A man boarded the bus with his dog. Before the driver proceeded to pull out of the stop she looked through the mirror to see if they we both were seated before moving the bus. The driver noticed the dog was not sitting down and asked the passenger to have his dog sit down before she could move the bus. The passenger questioned the driver what rules applied to the dog. The driver began on the route. As they proceed on the route, the passenger pulled out his cell phone and pointed to it while he asked the driver to repeat what she had told him previously about his dog. The driver then stated the instruction of having the dog sit down was for the safety of the animal.
21. As a driver reached a designated stop she noticed there was a handicap individual needing a ride. She drove a little past the stop to allow room to deploy the lift for this individual. As she did this another passenger hit the side of the bus and began to yell at the driver to stop. When the driver got off to assist the individual in the wheelchair she tried to explain the purpose of her moving a little past the stop. The individual who hit the bus was yelling at the driver. The driver refused her service due to intoxication.

22. A man and his dog boarded the bus. The driver noticed the dog was acting very aggressively and was not acting like a service animal. The driver stated the dog was full of ticks and was bitten by the ticks. Both the passenger and dog had a very bad odor.

23. A potential passenger asked the driver how long he could wait for someone. The driver advised her he was only allowed to wait 3 minutes. The woman stood at the door trying to keep the bus there longer while her sister made her way to the bus stop. The driver explained to her that the time limit was up and he needed to depart from the stop. The driver asked the woman to move away from the door so that he could leave. As she moved away she pounded on the door and on the side of the bus.
## FY 17/18 Number of Incidents

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<th>Driver-Non Rider</th>
<th>Rider-Rider</th>
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<th>Non-Rider</th>
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<td>June</td>
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FY 17/18 February Ridership

Comparative Ridership NCRTD Operated Routes ONLY

FY14/15 = 184,320   FY15/16 = 268,050   FY16/17 = 284,285   FY17/18 = 189,605
Comparative Ridership NCRTD Funded Routes

FY14/15 = 317,616   FY15/16 = 249,641   FY16/17 = 227,142   FY17/18 = 124,832
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<th>FY16/17</th>
<th>FY17/18</th>
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**100-Riverside**

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**110-Westside**

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<tr>
<td>JUNE</td>
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</table>
FY14/15 = 8,633   FY15/16 = 8,261   FY16/17 = 9,673   FY17/18 = 7,176

FY14/15 = 5,680   FY15/16 = 7,242   FY16/17 = 6,317   FY17/18 = 3,363
FY17/18 = 1,275

FY14/15 = 3,229  FY15/16 = 1,777  FY16/17 = 1,290  FY17/18 = 1,043
255-Mountain Trail

FY15/16 = 4,597   FY16/17 = 5,917   FY17/18 = 3,442

260-La Cienega

FY15/16 = 124  FY16/17 = 1,447  FY17/18 = 737
### 270-Turquoise Trail

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<th>FY17/18</th>
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FY14/15 = 9,220  FY15/16 = 7,116  FY16/17 = 5,940  FY17/18 = 3,559

![Graph of 270-Turquoise Trail](image)

### 280-Eldorado

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FY14/15 = 5,154  FY15/16 = 4,760  FY16/17 = 5,168  FY17/18 = 3,945

![Graph of 280-Eldorado](image)
290-Edgewood

FY14/15 = 8,822   FY15/16 = 7,003   FY16/17 = 6,997   FY17/18 = 3,904

300-Taos

FY14/15 = 9,862   FY15/16 = 12,983   FY16/17 = 13,004   FY17/18 = 9,042
305-Taos Express

FY14/15 = 731   FY15/16 = 1,442   FY16/17 = 1,591   FY17/18 = 1,174

310-Red River

FY14/15 = 3,605   FY15/16 = 3,274   FY16/17 = 4,058   FY17/18 = 2,150
320-QUESTA

FY14/15 = 9,794   FY15/16 = 12,035   FY16/17 = 14,701   FY17/18 = 10,591

330-PENASCO

FY14/15 = 6,567   FY15/16 = 7,368   FY16/17 = 4,673   FY17/18 = 3,321
FY14/15 = 1,820   FY15/16 = 1,318   FY16/17 = 1,088   FY17/18 = 892

FY14/15 = 7,397   FY15/16 = 6,855   FY16/17 = 6,023   FY17/18 = 4,757
Pojoaque Demand Response

FY14/15 = 2,695  FY15/16 = 2,825  FY16/17 = 3,188  FY17/18 = 2,792

Pojoaque-Dial-A-Ride

FY14/15 = 1,251  FY15/16 = 1,093  FY16/17 = 1,095  FY17/18 = 723
**Chile Line ADA**

FY15/16 = 1,230  FY16/17 = 1,711  FY17/18 = 996

**Flex Route**

FY17/18 = 120

* Include ADA Flex Route
Special Events

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<th>FY17/18</th>
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FY15/16 = 1,030   FY16/17 = 1,263   FY17/18 = 673
Santa Fe Rt 2

FY14/15 = 50,606   FY15/16 = 48,474   FY16/17 = 45,818   FY17/18 = 19,869

Santa Fe 4

FY14/15 = 9,626   FY15/16 = 8,928   FY16/17 = 7,103   FY17/18 = 3,470
Santa Fe 22

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FY14/15 = 7,739   FY15/16 = 6,323   FY16/17 = 6,854   FY17/18 = 4,027

Santa Fe Pickup

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FY14/15 = 86,790   FY15/16 = 76,305   FY16/17 = 85,384   FY17/18 = 54,610